

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

APPEAL SERVICE LIST

Transmission of the Record

BK Case No.: 19-34054-sgj11

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cc: Stacey G Jernigan
Courtney Lauer
Nick Olivencia
Attorney(s) for Appellant
US Trustee

Appellant Hunter Mountain Investment Trust

STINSON LLP
Deborah Deitsch-Perez
TX Bar No. 24036072
Michael P. Aigen
TX Bar No. 24012196
2200 Ross Avenue, Suite 2900
Dallas, TX 75201
T: 214.560.2201

Appellee Highland Capital Management, L.P.

PACHULSKI STANG ZIEHL & JONES LLP
Jeffery N. Pomerantz
John A. Morris
Gregory V. Demo
Hayley R. Winograd
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
T: (310) 277-6910
F: (212) 561-7777

And

Hayward & Associates PLLC
Melissa S. Hayward
Zachery Z. Annable
10501 N. Central Expy. Ste. 106
Dallas, TX 75231
T: (972) 755-7100

Appellee James P. Seery, Jr.

WILLKIE FARR & GALLAGHER LLP

Mark T. Stancil
Joshua S. Levy
1875 K Street, N.W.
Washington, D.C. 20006
(202) 303-1000

And

REED SMITH LLP

Omar J. Alaniz
Lindsey L. Robin
2850 N. Harwood St., Ste. 1500
Dallas, Texas 75201
(469) 680-4292

BTXN 150 (rev. 11/10)

In Re:
Highland Capital Management, L.P.

Debtor(s)



Case No.: 19-34054-sgj11
Chapter No.: 11

AMENDED CIVIL CASE COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet.

<p>I. (a) APPELLANT Hunter Mountain Investment Trust</p> <p>(b) County of Residence of First Listed Party: (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorney's (Firm Name, Address, and Telephone Number) STINSON LLP Deborah Deitsch-Perez TX Bar No. 24036072 Michael P. Aigen 2200 Ross Avenue, Suite 2900 Dallas, TX 75201 T: 214.560.2201</p>	<p>APPELLEE Highland Capital Management, L.P., James P. Seery, Jr.</p> <p>County of Residence of First Listed Party: (IN U.S. PLAINTIFF CASES ONLY)</p> <p>Attorney's (If Known) Attorney for Highland Capital Management, L.P. PACHULSKI STANG ZIEHL & JONES LLP Jeffery N. Pomerantz John A. Morris Gregory V. Demo Hayley R. Winograd 10100 Santa Monica Blvd., 13th Floor Los Angeles, CA 90067 T: (310) 277-6910</p> <p>And</p> <p>Hayward & Associates PLLC Melissa S. Hayward Zachery Z. Annable 10501 N. Central Expy. Ste. 106 Dallas, TX 75231 T: (972) 755-7100</p> <p>Attorney for James P. Seery, Jr.:</p> <p>WILLKIE FARR & GALLAGHER LLP Mark T. Stancil Joshua S. Levy 1875 K Street, N.W. Washington, D.C. 20006 (202) 303-1000</p> <p>And</p> <p>REED SMITH LLP Omar J. Alaniz Lindsey L. Robin 2850 N. Harwood St., Ste. 1500 Dallas, Texas 75201 (469) 680-4292</p>
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II. BASIS OF JURISDICTION

<input type="radio"/> 1 U.S. Government Plaintiff	<input type="radio"/> 2 U.S. Government Defendant	<input checked="" type="radio"/> 3 Federal Question (U.S. Government Not a Party)	<input type="radio"/> 4 Diversity (Indicate Citizenship of Parties in Item III)
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III. CITIZENSHIP OF PRINCIPAL PARTIES

Citizen of This State	<input type="radio"/> 1	<input type="radio"/> 1	Incorporated <i>or</i> Principal Place of Business In This State	<input type="radio"/> 4	<input type="radio"/> 4
Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated <i>and</i> Principal Place of Business In Another State	<input type="radio"/> 5	<input type="radio"/> 5
Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6

IV. NATURE OF SUIT

<input checked="" type="radio"/> 422 Appeal 28 USC 158	<input type="radio"/> 423 Withdrawal 28 USC 157	<input type="radio"/> 890 Other Statutory Actions
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V. ORIGIN

<input checked="" type="radio"/> 1 Original Proceeding	<input type="radio"/> 2 Removed from State Court	<input type="radio"/> 3 Remanded from Appellate Court	<input type="radio"/> 4 Reinstated or Reopened
<input type="radio"/> 5	<input type="radio"/> 6	<input type="radio"/> 7	

Transferred from
another district

Multidistrict
Litigation

Appeal to District Judge from
Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (**Do not cite jurisdictional statutes unless diversity**):
422 Appeal 28 USC 158

Brief description of cause:
Notice of appeal of a bankruptcy court order

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A **CLASS ACTION** UNDER F.R.C.P. 23 DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

Judge:

Docket Number: 21-0538,21-0539,21-0546, 21-0550, 21-1585,
22-0335, 22-2051, 22-0573, 23-2071, 24-01479, 24-01786

DATED: 7/12/24

FOR THE COURT:
Kevin McNatt, Clerk of Court
by: /s/Sheniqua Whitaker, Deputy Clerk

STINSON LLP

Deborah Deitsch-Perez
Michael P. Aigen
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
Telephone: (214) 560-2201
Facsimile: (214) 560-2203
Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

Counsel for Hunter Mountain Investment Trust

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

In re:	§ § § § § § §	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P.,		Case No. 19-34054-sgj
Reorganized Debtor.		

**NOTICE OF (PERMISSIVE) APPEAL OF “ORDER
EXTENDING STAY OF CONTESTED MATTER
[DOCKET NO. 4000]” [DKT 4104] BY LEAVE**

Part 1: Identify the appellant(s)

1. Name(s) of appellant(s):

Hunter Mountain Investment Trust

2. Position of appellant(s) in the adversary proceeding or bankruptcy case that is the subject of this appeal:

For appeals in an adversary proceeding:

- Plaintiff
- Defendant
- Other (describe)

For appeals in a bankruptcy case and not in an adversary proceeding:

- Debtor
- Creditor
- Trustee
- Other (describe)

Part 2: Identify the subject of this appeal

1. Describe the judgment, order, or decree appealed from:

DKT 4104 - ORDER EXTENDING STAY OF CONTESTED MATTER [DOCKET NO. 4000]¹

A true and correct copy of the Order is attached hereto as Exhibit A.

A true and correct copy of Hunter Mountain's Motion for Leave to File an Interlocutory Appeal is attached as Exhibit B.

A true and correct copy of the appendix in support of Hunter Mountain's Motion for Leave to File an Interlocutory Appeal is attached as Exhibit C.

2. State the date on which the judgment, order, or decree was entered: signed June 22, 2024 and filed June 24, 2024 [Dkt. No. 4104]

3. Part 3: Identify the other parties to the appeal

List the names of all parties to the judgment, order, or decree appealed from and the names, addresses, and telephone numbers of their attorneys:

1. *Party/Appellee*: Highland Capital Management, L.P.

Attorney:

PACHULSKI STANG ZIEHL & JONES LLP

Jeffery N. Pomerantz

John A. Morris

Gregory V. Demo

Hayley R. Winograd

10100 Santa Monica Blvd., 13th Floor

Los Angeles, CA 90067

T: (310) 277-6910

F: (212) 561-7777

And

Hayward & Associates PLLC

Melissa S. Hayward

Zachery Z. Annable

10501 N. Central Expy. Ste. 106

Dallas, TX 75231

T: (972) 755-7100

F: (972) 755-7110

2. *Party/Appellee*: James P. Seery, Jr.

Attorneys:

¹ Given the lack of clarity in the law about the appropriate mechanism for obtaining review, Hunter Mountain is filing a Notice of Appeal by Right and a Notice of Appeal by Leave (along with a motion for leave to file an interlocutory appeal) and a petition for writ of mandamus (which will be filed shortly thereafter).

WILLKIE FARR & GALLAGHER LLP

Mark T. Stancil
Joshua S. Levy
1875 K Street, N.W.
Washington, D.C. 20006
(202) 303-1000
mstancil@willkie.com
jlevy@willkie.com

and

REED SMITH LLP

Omar J. Alaniz
Texas Bar No. 24040402
Lindsey L. Robin
Texas Bar No. 24091422
2850 N. Harwood St., Ste. 1500
Dallas, Texas 75201
(469) 680-4292

2. Party/Appellant: Hunter Mountain Investment Trust

Attorney:

STINSON LLP

Deborah Deitsch-Perez
TX Bar No. 24036072
Michael P. Aigen
TX Bar No. 24012196
2200 Ross Avenue, Suite 2900
Dallas, TX 75201
T: 214.560.2201
F: 214.560.2203
Email: deborah.detschperez@stinson.com
Email: michael.aigen@stinson.com

Dated: July 8, 2024

STINSON LLP

/s/Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for Hunter Mountain Investment Trust

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 8, 2024, a true and correct copy of this document was served electronically via the Court's CM/ECF system to the parties registered or otherwise entitled to receive electronic notices in this case.

/s/Deborah Deitsch-Perez

Deborah Deitsch-Perez

EXHIBIT A



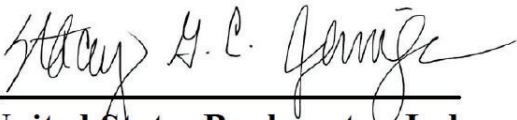
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed June 22, 2024


United States Bankruptcy Judge

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

In re:

HIGHLAND CAPITAL MANAGEMENT, L.P.,

Reorganized Debtor.

Chapter 11

Case No. 19-34054-sgj

**ORDER EXTENDING STAY OF CONTESTED MATTER
[DOCKET NO. 4000]**

Having considered (a) *Highland's Motion to Stay Contested Matter [Dkt No. 4000] or for Alternative Relief [Docket No. 4013]* (the "Motion"),¹ filed by Highland Capital Management, L.P. ("HCMLP"), the reorganized debtor in the above-referenced bankruptcy case, and the Highland Claimant Trust (the "Trust," and together with HCMLP, "Highland"); (b) *James P. Seery, Jr.'s Joinder to Highland Capital Management, L.P.'s Motion to Stay Contested Matter [Dkt No. 4000] or for Alternative Relief and Emergency Motion to Expedite Hearing on Motion*

¹ Capitalized terms not defined herein shall take on the meaning ascribed to them in the Motion.



for Stay [Docket No. 4019], filed by James P. Seery, Jr.; (c) *Hunter Mountain Investment Trust's Response in Opposition to Highland's Motion to Stay Contested Matter [Dkt No. 4000]* or for *Alternative Relief* [Docket No. 4022], filed by Hunter Mountain Investment Trust ("HMIT"); (d) *Hunter Mountain Investment Trust's Supplement to Response to Motion to Stay* [Docket No. 4087], filed by HMIT; (e) the arguments heard at the hearing on the Motion on June 12, 2024 (the "Hearing"); and (f) all prior proceedings relating to this matter, including (i) the *Order Granting in Part Highland's Motion to Stay Contested Matter* [Docket No. 4033] (the "First Stay Order"), pursuant to which all proceedings in connection with the *Motion for Leave to File a Delaware Complaint* [Docket No. 4000] (the "Motion for Leave") were stayed (the "Stay") until the Court issued an order determining *The Highland Parties' Motion to Dismiss Complaint to (I) Compel Disclosures About the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of those Assets, and (B) Nature of Plaintiffs' Interests in the Claimant Trust* [Adv. Proc. 23-03038-sgj, Docket No. 13]; (ii) the Court's *Memorandum Opinion and Order Granting Motion to Dismiss Adversary Proceeding in Which Contingent Interest Holders in Chapter 11 Plan Trust Seek a Post-Confirmation Valuation of Trust Assets* [*id.* at Docket No. 27] (the "Dismissal Order"); (iii) HMIT's pending appeal of the Dismissal Order [*id.* at Docket No. 30] (the "Dismissal Appeal"); and (iv) HMIT's pending appeal of the Court's *Memorandum Opinion and Order Pursuant to Plan "Gatekeeper Provision" and Pre-Confirmation "Gatekeeper Orders": Denying Hunter Mountain Investment Trust's Emergency Motion for Leave to File Verified Adversary Proceeding* [Docket No. 3903] (the "Order Denying Leave"), [*see* Case 3:23-cv-02071-E] (the "Appeal of Order Denying Leave," and together with the Dismissal Appeal, the "Appeals"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant

to 28 U.S.C. § 1409; and this Court having found that Highland's notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and, this Court having determined that the legal and factual bases set forth in the Motion establish good cause for the relief granted herein for the reasons set forth on the record during the Hearing; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Stay is hereby extended until a court of competent jurisdiction enters final, non-appealable orders resolving the Appeals (the "Resolution Orders");
2. HMIT is directed to seek a further status conference in connection with the Motion for Leave within ten (10) days of the entry of the Resolution Orders;
3. The Court shall retain exclusive jurisdiction with respect to all matters arising from or relating to the implementation, interpretation, and enforcement of this Order.

###End of Order###

EXHIBIT B

STINSON LLP

Deborah Deitsch-Perez

Michael P. Aigen

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for Hunter Mountain Investment Trust

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

In re

HIGHLAND CAPITAL MANAGEMENT, L.P.,

Reorganized Debtor.

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§
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§
§
§
§

Chapter 11

Case No. 19-34054-sgj11

MOTION FOR LEAVE TO FILE AN INTERLOCUTORY APPEAL

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I. PRELIMINARY STATEMENT

To avoid consideration on the merits of Hunter Mountain Investment Trust’s (“HMIT’s”) well-founded motion for leave (“Motion for Leave”) to bring suit in Delaware (“Delaware Complaint”) to remove James P. Seery, Jr. (“Seery”) as Trustee of the Highland Capital Management, L.P. Claimant Trust (“Claimant Trust”), the reorganized debtor in this chapter 11 case (“HCMLP”), and the Claimant Trust (collectively, “Highland”) filed a motion (“Motion to Stay”) requesting the Court to indefinitely stay all proceedings in connection with HMIT’s Motion for Leave.¹ In short, Highland is attempting to insulate Seery from having to justify his misconduct as Trustee to the Delaware court tasked with protecting Delaware trusts from conflicted and hostile trustees. The Bankruptcy Court granted Highland’s motion for an indefinite stay pending appeal despite Highland’s failure to meet the requisite standard (“Bankruptcy Court Stay Order”). As explained below, the Bankruptcy Court Stay Order constitutes a ruling on controlling questions of law on which there is substantial ground for difference of opinion, and an immediate appeal of the order will materially advance the ultimate termination of the litigation. Thus,

¹ Highland’s Motion to Stay Contested Matter [Dk No. 4000] or for Alternative Relief, Dkt. 4013, dated January 16, 2024, annexed hereto as **Exhibit 7**, at ¶ 13 (App. 382). Additionally, Seery filed a Joinder to Highland Capital Management, L.P.’s Motion to Stay Contested Matter [Dkt. No 4000] or for Alternative Relief and Emergency Motion to Expedite Hearing on Motion for Stay (“Seery Joinder”), Dkt. 4019, dated January 22, 2024, annexed hereto as **Exhibit 8** (App. 385-387).

this Court should grant this motion for leave seeking permission to file an interlocutory appeal to review the decision of the Bankruptcy Court Stay Order.

II. STATEMENT OF FACTS

On January 1, 2024, HMIT filed its Motion for Leave,² seeking to file the Delaware Complaint³ under the gatekeeping provision of the Fifth Amended Plan of Highland Capital Management, L.P. (as modified). The Delaware Complaint seeks to remove Seery because he has breached his fiduciary duties, including his duty of loyalty, by, among other things, using an exorbitant portion of Claimant Trust assets to fund a separate indemnity sub-trust (set up to pay his own legal expenses), and hold still other funds in reserve, rather than using those funds to pay the claims of Claimant Trust beneficiaries. The only plausible explanation for Seery’s refusal to pay the Class 8 and 9 creditors (comprising holders of unsecured claims) in full is an effort to prevent the holders of contingent interests (former equity holders in HCMLP) (the “Contingent Interest Holders”)—including HMIT—from being recognized as vested beneficiaries under terms of the Claimant Trust Agreement (“CTA”), an action that is clearly not in the best interests of the unsecured creditors or equity (*i.e.*, Classes 8, 9, 10, and 11).⁴

² Motion for Leave to File a Delaware Complaint, Dkt. 4000, dated January 1, 2024, annexed hereto as **Exhibit 6** (App. 237-375).

³ *Id.* at Dkt. 4000-1 (App. 277-293).

⁴ *Id.* at pp. 23-29 (App. 265-271).

As set forth in HMIT’s Motion for Leave, HMIT has standing to pursue Seery’s removal because it is actually “in the money” or, alternatively, should be recognized as being “in the money” with the rights of a vested beneficiary because Seery’s failure to declare HMIT’s status as such breaches his duty of good faith and fair dealing.⁵ HMIT also has standing as an intended contingent beneficiary under Delaware law.⁶ However, it is Seery’s actions as a fiduciary, not the valuation of estate itself, that is the core of the claim to be asserted under the Motion for Leave.

Rather than substantively responding to HMIT’s Motion for Leave, Highland filed a motion to stay the contested matter in an effort to delay proceedings despite the clear potential for irreparable harm to HMIT (“Motion to Stay”).⁷ Seery joined Highland’s motion to stay.⁸ Highland argued in its Motion to Stay that all proceedings related to the Motion for Leave should be indefinitely stayed until entry of a final, non-appealable order in a separately filed adversary proceeding commenced by The Dugaboy Investment Trust (“Dugaboy”) and HMIT (the “Valuation Proceeding”).⁹

⁵ *Id.* at pp. 18-19 (App. 260-261). Pursuant to the Claimant Trust Agreement, upon paying all Class 8 and Class 9 unsecured creditors in full with interest, Seery is bound to file a “GUC Certification” declaring that the Contingent Interest Holders’ claims are vested. *Id.*

⁶ *Id.* at pp. 16-22 (App. 258-264).

⁷ *See generally* **Exhibit 7** (App. 376-384).

⁸ **Exhibit 8** (App. 385-387).

⁹ *Dugaboy Investment Trust, et al v. Highland Capital Management, L.P., et al*, Adv. Proc. No. 23-03038-sgj (Bankr. N.D. Tex.), Complaint to (I) Compel Disclosures about the Assets of the Highland Claimant Trust and (II) Determine (A) Relativity Value of those Assets, and (B) Nature of Plaintiffs’ Interests in the Claimant Trust, Dkt. 1, dated May 10, 2023, annexed hereto as **Exhibit 2** (the “Valuation Complaint”) (App. 040-068).

In the Valuation Proceeding, Dugaboy and HMIT seek a determination by the Bankruptcy Court of the value of the estate and an accounting of the assets held by the Claimant Trust. Highland moved to dismiss the Valuation Proceeding, arguing, among other things, that both Dugaboy and HMIT lack standing because they are purportedly not beneficiaries of the Claimant Trust.¹⁰ Highland alternatively argued that the claims in the Valuation Proceeding should be dismissed because: (1) the Court lacks subject matter jurisdiction, (2) HMIT improperly seeks an advisory opinion, (3) the claims are barred by collateral estoppel, and (4) the claims fail as a matter of law.¹¹ Dugaboy and HMIT opposed the motion to dismiss.¹²

Highland argued in its Motion to Stay that the Motion for Leave should be indefinitely stayed until the Valuation Proceeding is finally concluded, including appeals, because a ruling on whether HMIT is a beneficiary of the Claimant Trust in the Valuation Proceeding will “necessarily dispose” of the Motion for Leave. Highland also argued that a stay will not harm HMIT because a stay will not force HMIT to “wait any time for that issue to be litigated.”¹³ Highland’s argument is incorrect for two primary reasons. First, HMIT will be prejudiced by an indefinite

¹⁰ Memorandum of Law in Support of Highland Capital Management L.P. and the Highland Claimant Trust’s Motion to Dismiss Complaint, Adv. Proc. 23-03038, Dkt. 14, dated November 22, 2023 (“Motion to Dismiss”), annexed hereto as **Exhibit 4**, at p. 3 (App. 182).

¹¹ *See id.*

¹² The Dugaboy Investment Trust and Hunter Mountain Investment Trust’s Response to the Highland Parties’ Motion to Dismiss Complaint, Adv. Proc. 23-03038, Dkt. 17, dated December 29, 2023, annexed hereto as **Exhibit 5** (App. 206-236).

¹³ **Exhibit 7** at pp. 5-6 (App. 381-382).

stay of the Motion for Leave, and Highland will not be harmed by a denial of the requested stay. Second, the standing issues in the Delaware Complaint and the Valuation Proceeding are not identical because the two proceedings assert different bases for the claims asserted in each proceeding.

On January 31, 2024, the Bankruptcy Court ordered that all proceedings in connection with the Motion for Leave be temporarily stayed pending its ruling on Highland's Motion to Dismiss the Valuation Proceeding and a status conference in connection with the Motion to Stay. On May 24, 2024, the Court issued its Memorandum Opinion and Order granting the motion to dismiss the Valuation Proceeding.¹⁴ In that order, the Bankruptcy Court dismissed the Valuation Complaint under Rule 12(b)(6) based on its finding that Dugaboy could not prove any set of facts that would demonstrate that it had a right to the information it sought in the Valuation Proceeding.¹⁵ On June 12, 2024, the Court held a status conference to hear arguments related to the stay requested by Highland.

In its June 24, 2024 order (which was signed on June 22, 2024), the subject of this motion for leave to appeal, the Bankruptcy Court granted Highland's Motion to Stay "until a court of competent jurisdiction enters final, non-appealable orders

¹⁴ Memorandum Opinion and Order Granting Motion to Dismiss Adversary Proceeding in which Contingent Interest Holders in Chapter 11 Plan Trust Seek a Post-Confirmation Valuation of Trust Assets, Adv. Proc. 23-03038, Dkt. 26, dated May 24, 2024, annexed hereto as **Exhibit 9** (App. 388-424).

¹⁵ *Id.* at p. 32 (App. 420).

resolving” the Valuation Proceeding.¹⁶ The Court determined that “the legal and factual bases set forth in the Motion establish good cause for the relief granted.”¹⁷ However, the Court, without further explanation of “good cause,” issued an indefinite stay of the Motion for Leave and extended the stay “until a court of competent jurisdiction enters final, non-appealable orders resolving the Appeals.”¹⁸

The Bankruptcy Court’s order stayed the proceeding not just until the resolution of the Valuation Proceeding, as Highland requested, but also until the resolution of a second proceeding currently under appeal. Specifically, the Bankruptcy Court stayed proceedings until resolution of HMIT’s pending appeal of the Court’s Memorandum Opinion and Order Pursuant to Plan “Gatekeeper Provision” and Pre-Confirmation “Gatekeeper Orders”: Denying Hunter Mountain Investment Trust’s Emergency Motion for Leave to File Verified Adversary Proceeding [Docket No. 3903].¹⁹ In that separate proceeding, HMIT sought leave from the Bankruptcy Court to file an adversary proceeding against Seery under the gatekeeping provisions of HCMLP’s plan of reorganization for, among other things, breaching his fiduciary duties related to post-confirmation claims trades (“Claims

¹⁶ Order Extending Stay of Contested Matter [Docket No. 4000], Dkt. 4104, dated June 24, 2024, annexed hereto as **Exhibit 12**, at p. 3 (App. 507).

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.* at p. 2 (App. 506). The Bankruptcy Court refers to this order as the “Order Denying Leave” in the stay order.

Trading Proceeding”).²⁰ On August 25, 2023, the Bankruptcy Court issued its Order Denying Leave, finding among other things that HMIT lacked standing to pursue its claims in the Claims Trading Proceeding.²¹ HMIT appealed the Order Denying Leave, and the appeal is pending in the District Court.²²

III. ARGUMENT

A. Standard of Review

Under 28 U.S.C. § 158, a district court may hear appeals from a bankruptcy court’s interlocutory orders.²³ Section 158(a)(3) expressly requires leave of the district court to appeal an interlocutory bankruptcy court order.²⁴ While Section 158(a)(3) does not provide a standard for determining when to grant leave, “[d]istrict courts have generally looked to the standard that applies for circuit court review of interlocutory district court orders” found in 28 U.S.C. § 1292.²⁵

The Court, therefore, must determine whether the Bankruptcy Court Stay Order involves (1) a controlling question of law; (2) to which there is substantial

²⁰ Hunter Mountain Investment Trust’s Emergency Motion for Leave to File Verified Adversary [sic] Proceeding, Dkt. 3699, annexed hereto as **Exhibit 1**, at pp. 3-4 (App. 005-006).

²¹ Memorandum Opinion and Order Pursuant to Plan “Gatekeeper Provision” and Pre-Confirmation “Gatekeeper Orders”: Denying Hunter Mountain Investment Trusts’ Emergency Motion for Leave to File Verified Adversary Proceeding, Dkt. 3903, dated August 25, 2023, annexed hereto as **Exhibit 3**, at p. 104 (App. 173).

²² *Hunter Mountain Investment Trust v. Highland Capital Management, L.P., et al*, Case 3:23-CV-02071-E (N.D. Tex.).

²³ Given the lack of clarity in the law about the appropriate mechanism for obtaining review, HMIT files this motion for leave in the alternative to its notice of appeal by right (filed on the same date as this motion) and its petition for writ of mandamus (which will be filed shortly thereafter).

²⁴ 28 U.S.C. § 158(a)(3); *see* Fed. R. Bankr. P. 8004(a).

²⁵ *In re Highland Capital Management, L.P.*, 2021 WL 3772690, at *1 (N.D. Tex. 2021).

ground for difference of opinion; and (3) that an immediate appeal from the order may materially advance the ultimate termination of the litigation.²⁶

B. Arguments for Granting the Motion for Leave to Appeal

1. ***The Bankruptcy Court’s Order Ruled on Controlling Questions of Law***

“Whether an issue of law is *controlling* generally hinges upon its potential to have some impact on the course of litigation. At one end of the continuum, courts have found issues to be controlling if reversal of the district court’s opinion would result in dismissal of the action.”²⁷ At the other end, “an issue is not seen as controlling if its resolution on appeal “would have little or no effect on subsequent proceedings.”²⁸ “Between the extremes, courts have found the issue of whether an interlocutory appeal involves a controlling question of law to be ‘closely tied’ to the requirement that the appeal will materially advance the ultimate termination of the litigation.”²⁹

Here, the Bankruptcy Court Stay Order ruled on a question of controlling law when it indefinitely stayed the proceedings. As set forth below in greater detail, under any of the above standards, whether an indefinite stay is proper is a controlling

²⁶ 28 U.S.C. § 1292(b); *Arparicio v. Swan Lake*, 643 F.2d 1109, 1110 n.2 (5th Cir. 1981).

²⁷ *Ryan v. Flowserve Corp.*, 444 F. Supp. 2d 718, 723 (N.D. Tex. 2006) (quotations omitted).

²⁸ *Id.*

²⁹ *Id.*

question of law because reversal will radically affect the progress of the litigation, and reversal is likely.

The Fifth Circuit has cautioned against granting indefinite stays.³⁰ There is ample case law holding that an order granting an indefinite stay is subject to appellate review when it amounts to an effective dismissal of the underlying suit.³¹ In deciding to grant a stay, a “court must also carefully consider the time reasonably expected for the resolution of the other case.”³² The Fifth Circuit has explained that a stay is “manifestly indefinite” where the “stay hinged on completion” of “bankruptcy proceedings [that] are not likely to conclude in the immediate future.”³³

Here, the Bankruptcy Court failed to correctly address (1) the proper standard in considering the pending appeals and (2) whether the relief sought by HMIT would be available after the indefinite stay. Rather than apply an appropriate standard to consider the timing of pending appeals, the Bankruptcy Court seemed to imply that its primary concern was “judicial economy” rather than the potential for an indefinite stay.³⁴ Second, the Bankruptcy Court’s stay effectively amounts to a dismissal

³⁰ *Coastal (Bermuda) Ltd. v. E.W. Saybolt & Co., Inc.*, 761 F.2d 198, 204, n. 6 (5th Cir. 1983).

³¹ *See, e.g., In re Davis*, 730 F.2d 176 (5th Cir. 1984) (“[S]tay orders will be reversed when they are found to be immoderate or of an indefinite duration.”); *see also CTF Hotel Holdings, Inc. v. Marriot Intern., Inc.*, 381 F.3d 131, 135 (3rd Cir. 2004) (“[W]hen a stay amounts to an effective dismissal of the underlying suit, it may be subject to appellate review.”); *Wheeling-Pittsburgh Steel Corp v. McCune*, 836 F.2d 153, 158 (3rd Cir. 1987) (“Although stay orders are not usually appealable, there is an exception where an indefinite stay order unreasonably delays a plaintiff’s right to have his case heard.”) (quotations omitted).

³² *Davis*, 730 F.2d at 179.

³³ *Id.*

³⁴ June 12, 2024 Hearing Transcript, Dkt. 4091, annexed hereto as **Exhibit 11**, at 34:15; 42:2-45:7 (App. 489; 497-500).

because in the years it may take to resolve the pending appeals, the relief sought by HMIT in the Delaware Complaint will no longer be available. Once the pending appeals wind their way through the appellate courts (and potentially beyond, if any proceedings are necessary on remand), the Claimant Trust will by its terms be dissolved and Seery's duties as Trustee complete. Moreover, because "standing is jurisdictional" and can be challenged "at any time," an indefinite stay to resolve an issue of standing is inappropriate because if there are dispositive rulings in the other cases, the standing issue in the Motion for Leave can be addressed at that time.³⁵

As in *In re Central Louisiana Grain Co-op., Inc.*, "the reversal of the bankruptcy court's order would (1) terminate the action *or* (2) materially affect the outcome of litigation."³⁶ In that case, the district court determined that the availability of insurance funds materially affected the outcome of the litigation because the availability of those funds was the source of the relief being sought.³⁷ Similarly, the Bankruptcy Court Stay Order granting an indefinite stay has the potential to cause irreparable harm to HMIT by depriving HMIT of the relief sought. The Bankruptcy Court Stay Order is therefore a controlling question of law.

³⁵ See *Jamison v. Esurance Ins. Servs., Inc.*, No. 3:15-CV-2484-B, 2016 WL 320646, at *4 (N.D. Tex. Jan. 27, 2016); see also *Alexander v. Navient Sols., Inc.*, No. 5:15-CV-00837-RP, 2016 WL 11588317, at *2 (W.D. Tex. Feb. 19, 2016).

³⁶ 489 B.R. 403, 411-12 (W.D. La. 2013).

³⁷ *Id.*

In sum, the Bankruptcy Court Stay Order—which is effectively a dismissal of the Motion for Leave—is a controlling issue of law because absent intervention, HMIT will be unable to pursue its requested relief. Thus, this question is “closely tied” to materially advancing the ultimate termination of litigation.³⁸

2. *There Are Substantial Grounds for Difference of Opinion on the Issue Decided by the Bankruptcy Court Stay Order*

“Substantial grounds for difference of opinion have been found where all other courts of appeals have reached results contrary to the decision of the lower court ... or the circuits are in dispute and the circuit in which the lower court sits has not decided the issue[.]”³⁹

Here, the Bankruptcy Court Stay Order is contrary to the rulings of the appellate courts concerning the appropriate standard applied to granting a stay. As established by the Supreme Court of the United States,⁴⁰ and as reiterated by the Fifth Circuit, when asked to consider whether to grant a stay of litigation, a court must determine “(1) whether the applicant has made a strong showing of likelihood to succeed on the merits; (2) whether the movant will be irreparably harmed absent a stay; (3) whether issuance of a stay will substantially injure other interested parties;

³⁸ *Flowserve*, 444 F. Supp. 2d at 723 (quotations omitted).

³⁹ *Panda Energy Int’l, Inc. v. Factory Mut. Ins.*, 2011 WL 610016, at *4 (N.D. Tex. Feb. 14, 2011) (internal citations omitted); see also *In re Hallwood Energy, L.P.*, 2013 WL 524418, at *3 (N.D. Tex. 2013) (noting that there is a substantial ground for difference of opinion if “a trial court rules in a manner which appears contrary to the rulings of all Courts of Appeals which have reached the issue, if the circuits are in dispute on the question and the Court of Appeals of the circuit has not spoken on the point, if complicated questions arise under foreign law, or if novel and difficult questions of first impression are presented.”) (internal quotations omitted).

⁴⁰ See *Hilton v. Braunskill*, 481 U.S. 770, 777-78 (1987).

and (4) where the public interest lies.”⁴¹ The applicant’s “burden is a substantial one, as a stay is an ‘extraordinary remedy.’”⁴² “The Supreme Court has characterized the circumstances in which a stay [of litigation] is appropriate as ‘rare.’”⁴³

The Bankruptcy Court erred in determining that Highland met this substantial standard. In addressing the four prong standard, with limited explanation or analysis, the Bankruptcy Court found that “there is a likelihood of success on the merits,” because the Court had “already ruled on this.”⁴⁴ But the court erred in failing to (1) analyze all of the arguments and authority presented by HMIT in its briefing and at the hearing, and (2) hold Highland to its burden on a motion for stay. First, the Bankruptcy Court did not address the authority of *Morris v. Spectra Energy Partners (DE) GP, LP* provided by HMIT demonstrating that standing analysis should be more flexible when a defendant controls the facts giving rise to standing.⁴⁵ In other words, if Seery has acted in a manner to ensure that the Contingent Interest Holders, like HMIT, never become vested beneficiaries under the Claimant Trust Agreement, that is an action that the courts can and should rectify. The Bankruptcy Court did not

⁴¹ *Texas v. United States*, 40 F.4th 205, 215 (5th Cir. 2022) (quoting *Thomas v. Bryant*, 919 F.3d 298, 303 (5th Cir. 2019)); see also *McCoy v. SC Tiger Manor, LLC*, No. CV 19-723-JWD-SDJ, 2022 WL 164537, at *1 (M.D. La. Jan. 18, 2022) (applying these four factors to deny motion to stay pending resolution of related action).

⁴² *Texas v. United States*, 40 F.4th 205, 215 (5th Cir. 2022) (quoting *Thomas v. Bryant*, 919 F.3d 298, 303 (5th Cir. 2019)).

⁴³ *Jamison*, 2016 WL 320646, at *4 (quoting *Landis v. N. Am. Co.*, 299 U.S. 248, 255 (1936)).

⁴⁴ June 12, 2024 Hearing Transcript, Dkt 4091, annexed hereto as **Exhibit 11**, at 43:19-25 (App. 498) (referring to **Exhibit 9** (App. 388-424)(Order dismissing the Valuation Proceeding).

⁴⁵ 246 A.3d 121, 136 (Del. 2021); see also Hunter Mountain Investment Trust’s Supplement to Response to Motion to Stay, Dkt. 4087, annexed hereto as **Exhibit 10**, at pp. 2-3 (App. 427-428).

even address this case, much less explain why it does not apply to the circumstances at issue here. “A bankruptcy court abuses its discretion if it fails to apply the proper legal standard.”⁴⁶ In failing to address this authority (and HMIT’s substantive arguments about why it has standing to pursue a Delaware action against Seery), the Bankruptcy Court failed to apply the correct legal standard.

Second, the Bankruptcy Court erred in failing to hold Highland to its “substantial burden.”⁴⁷ In its Stay Order, the Bankruptcy Court determined that “the legal and factual bases set forth in the Motion establish good cause for the relief granted.”⁴⁸ Highland’s Motion to Stay, however, fails to recite any standard at all, nor did Highland attempt to satisfy the prevailing standard other than to recount a superficial and incorrect analysis of the whether HMIT would suffer harm if the stay is granted. These failures alone should have been fatal to the Motion to Stay being granted.

Rather than addressing the appropriate factors to be considered in connection with a motion to stay, Highland cited to one irrelevant criminal case (in which the Fifth Circuit actually declined to stay an appeal) based on a party’s representation that it would eventually dismiss the appeal if a superseding indictment survived

⁴⁶ *In re West Delta Oil Co., Inc.*, 2023 WL 21016578, at *3 (5th Cir. 2003).

⁴⁷ *Texas*, 40 F.4th at 215.

⁴⁸ **Exhibit 12** at p. 3 (App. 507).

dismissal.⁴⁹ In doing so, the Fifth Circuit cited *Landis* for the unremarkable proposition that the “power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants.”⁵⁰

A stay, however, is not appropriate simply because other pending litigation involves a similar or even the same standing question.⁵¹ For example, in *Jamison*, the defendant requested a stay pending the Supreme Court’s rulings on two separate cases addressing standing and mootness questions that were also present in *Jamison*.⁵² The Northern District of Texas rejected the request, finding that “[b]ecause standing is a subject matter jurisdiction question, it can be raised at any time during the litigation.”⁵³ Accordingly, “[a]llowing the case to proceed inflict[ed] no significant hardship” because the defendant could raise the standing issue after the Supreme Court’s ruling, if applicable. *Id.* Thus, the court denied the defendant’s motion to stay.⁵⁴

Moreover, the Supreme Court has held that “[o]nly in rare circumstances will a litigant in one cause be compelled to stand aside while a litigant in another settles

⁴⁹ Exhibit 7 at ¶ 9, n.8 (App. 381).

⁵⁰ *Id.*

⁵¹ See *Jamison*, 2016 WL 320646, at *4.

⁵² *Id.* at *1.

⁵³ *Id.* at *4.

⁵⁴ *Id.*; see also *Alexander*, 2016 WL 11588317, at *2 (denying motion to stay, which sought to stay proceeding pending resolution of similar standing issue in U.S. Supreme Court case, because “[s]tanding is jurisdictional, and Defendant can reassert at any time that this Court lacks the jurisdiction to hear Plaintiffs’ claim”).

the rule of law that will define the rights of both.”⁵⁵ In *Landis*, respondents sought to enjoin enforcement of the Public Utility Holding Company Act of 1935 by arguing that it was unconstitutional.⁵⁶ After respondents filed suit, several other lawsuits seeking the same relief were filed throughout the country.⁵⁷ The government filed a motion to stay the injunction proceedings to secure an early determination of its rights by proceeding with certain other test cases.⁵⁸ Although the district court initially granted the stay, the Supreme Court granted certiorari and vacated the “unreasonable” stay order because “the proceedings in the District Court have continued more than a year. With the possibility of an intermediate appeal to the Circuit Court of Appeals, a second year or even more may go by before this court will be able to pass upon the Act.”⁵⁹ Similarly here, a cursory examination of the course of various appeals in this bankruptcy case establishes that it will take several years for the adversary proceedings at issue and their later appeals to be finally concluded.⁶⁰

⁵⁵ *Landis*, 299 U.S. at 255.

⁵⁶ *Id.* at 249.

⁵⁷ *Id.* at 250.

⁵⁸ *Id.* at 250-51.

⁵⁹ *Id.* at 256.

⁶⁰ For example, while the Bankruptcy Court issued its final reports recommending summary judgment in the various consolidated proceedings seeking to enforce promissory notes on December 5, 2022, and January 17, 2023, the District Court did not issue its orders adopting the reports until July 6, 2023, and the briefing schedule in the Fifth Circuit has not even been issued yet. *Highland Capital Mgmt., L.P. v. Dondero, et al.*, Consol. Case No. 3:21-cv-00881-x (N. D. Tex.), Dkts. 89, 97, 135; *In the Matter of Highland Capital Management, L.P.*, Case No. 23-10911 (5th Cir.). As another example, with respect to an appeal of the Bankruptcy Court’s order approving a settlement with a group of creditors referred to collectively as “HarbourVest”, the notice of appeal was filed on February 1, 2021, and the Fifth Circuit did not issue its decision until July 31, 2023, 910 days later. Dkt. 1870; *Matter of Highland Capital Management, L.P.*, No. 22-10960, 2023 WL 4861770 (5th Cir. July 31, 2023). With respect to an appeal of another

In sum, the Bankruptcy Court failed to conform to the standards expressed by the Supreme Court and the Courts of Appeals by (1) failing to address the authority cited by HMIT detailing the correct legal standard, and (2) determining that Highland had met its substantial burden despite failing to address or apply the proper standard at all. Because the Bankruptcy Court failed to adhere to the standards set forth from the Courts of Appeals, there is substantial ground for disagreement regarding the controlling issue of law.

3. *An Appeal of the Bankruptcy Court's Order Materially Advances the Termination of Litigation*

“An appeal materially advances the termination of litigation when it accelerates or simplifies trial proceedings.”⁶¹ “The institutional efficiency of the federal court system is among the chief concerns motivating § 1292(b).”⁶² “Stated another way, § 1292(b) is designed to minimize burdens by accelerating or [] simplifying trial court proceedings.”⁶³ This analysis requires the courts to evaluate the stage of litigation and weigh the disruptive effect of an immediate appeal on

Bankruptcy Court order approving a settlement with creditor UBS, the notice of appeal was filed on May 27, 2021, and the Fifth Circuit did not issue its decision until July 28, 2023, 792 days later. Dkt. 2398; *Matter of Highland Capital Mgmt., L.P.*, No. 22-10983, 2023 WL 4842320 (5th Cir. July 28, 2023). With respect to an appeal of the Bankruptcy Court’s order confirming HCMLP’s plan of reorganization, the notice of appeal was filed on March 1, 2021, and the Fifth Circuit did not issue its decision until August 19, 2022, 536 days later. Dkt. 1957; *In re Highland Capital Mgmt., L.P.*, No. 19-34054-SGJ11, 2022 WL 3959550 (Bankr. N.D. Tex. Aug. 30, 2022). With respect to an appeal of the Bankruptcy Court’s order approving formation of the Claimant Trust, the notice of appeal was filed on August 4, 2021, and the Fifth Circuit did not issue its decision until January 11, 2023, 525 days later. Dkt. 2673; *Matter of Highland Capital Mgmt., L.P.*, 57 F.4th 494 (5th Cir. 2023).

⁶¹ *Panda Energy*, 2011 WL 610016, at *4.

⁶² *Strougo v. Scudder, Stevens & Clark, Inc.*, 1997 WL 473566, at *6 (S.D.N.Y. 1997) (citing *Forsyth v. Kleindienst*, 599 F.2d 1203 (3d Cir.1979)).

⁶³ *Flowerserve*, 444 F. Supp. 2d at 723.

the underlying bankruptcy court proceedings against the probability that resources will be wasted in allowing those proceedings to go forward.⁶⁴

As explained above, appellate review of the Bankruptcy Court Stay Order, including its determination that the standing issues raised in the Motion for Leave and the Dugaboy Valuation Proceeding are identical, is closely tied to the termination of this litigation. An appeal will materially advance the termination of the litigation by accelerating resolution of the litigation, unlike the current stay, which only serves to postpone resolution for an indisputably indefinite and lengthy period. Nor would interlocutory appellate review have any disruptive effect on the Valuation Proceeding because that proceeding was indefinitely stayed. There can be no doubt under the circumstances that immediate appellate review will promote, rather than hinder, judicial efficiency and the ultimate resolution of litigation.

IV. CONCLUSION

Whether the Bankruptcy Court erred in ordering an indefinite stay is a controlling issue of law on which there is substantial ground for difference of opinion, and an immediate appeal from the Bankruptcy Court Stay Order will materially advance the termination of the litigation. Accordingly, HMIT requests that this Court grant this motion for leave to file an interlocutory appeal.

⁶⁴ See *Ichinose v. Homer Nat'l Bank*, 946 F.2d 1169, 1177 (5th Cir.1991).

Respectfully submitted,

STINSON LLP

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

*Counsel for Hunter Mountain Investment
Trust*

CERTIFICATE OF CONFERENCE

While it is not clear whether conferencing is necessary on this motion, I hereby certify that on July 8, 2024, counsel for Hunter Mountain Investment Trust attempted to confer with counsel for Highland Capital regarding the substance of this motion. Counsel for Highland Capital did not respond before this motion was due to be filed. Therefore, counsel for Highland Capital is assumed to be opposed. Counsel will amend this certificate of conference should it be necessary.

/s/ Deborah Deitsch-Perez

CERTIFICATE OF SERVICE

I hereby certify that on July 8, 2024, a copy of the foregoing document was served on all parties of record via the Court's electronic filing system.

/s/ Deborah Deitsch-Perez _____

EXHIBIT C

STINSON LLP

Deborah Deitsch-Perez
 Michael P. Aigen
 2200 Ross Avenue, Suite 2900
 Dallas, Texas 75201
 Telephone: (214) 560-2201
 Facsimile: (214) 560-2203
 Email: deborah.deitschperez@stinson.com
 Email: michael.aigen@stinson.com

Counsel for Hunter Mountain Investment Trust

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

In re:

HIGHLAND CAPITAL MANAGEMENT, L.P.

 Reorganized Debtor.

Chapter 11

Case No. 19-34054 (sgj)

**APPENDIX IN SUPPORT OF MOTION FOR LEAVE TO FILE AN
 INTERLOCUTORY APPEAL**

Hunter Mountain Investment Trust (“HMIT”) files this Appendix in Support of its Motion for Leave to File an Interlocutory Appeal.

Exhibit	Case No./Dkt. No.	Description	Appendix Page(s)
1	19-34054-sgj-11 Dkt. 3699	Hunter Mountain Investment Trust’s Emergency Motion for Leave to File Verified Adverary [sic] Proceeding, dated March 28, 2023	001-039
2	23-03038-sgj Dkt. 1	Complaint to (I) Compel Disclosures about the Assets of the Highland Claimant Trust and (II) Determine (A) Relativity Value of those Assets, and (B) Nature of Plaintiffs’ Interests in the Claimant Trust, dated May 10, 2023	040-068

3	19-34054-sgj-11 Dkt. 3903	Memorandum Opinion and Order Pursuant to Plan “Gatekeeper Provision” and Pre-Confirmation “Gatekeeper Orders”: Denying Hunter Mountain Investment Trusts’ Emergency Motion for Leave to File Verified Adversary Proceeding, dated August 25, 2023	069-174
4	23-03038-sgj Dkt. 14	Memorandum of Law in Support of Highland Capital Management, L.P. and The Highland Claimant Trust’s Motion to Dismiss Complaint, dated November 22, 2023	175-205
5	23-03038-sgj Dkt. 17	The Dugaboy Investment Trust and Hunter Mountain Investment Trust’s Response to the Highland Parties’ Motion to Dismiss Complaint to (I) Compel Disclosures about the Assets of the Highland Claimant Trust and (II) Determine (A) Relativity Value of those Assets, and (B) Nature of Plaintiffs’ Interests in the Claimant Trust, dated December 29, 2023	206-236
6	19-34054-sgj-11 Dkt. 4000	Motion for Leave to File a Delaware Complaint, dated January 1, 2024	237-375
7	19-34054-sgj-11 Dkt. 4013	Highland’s Motion to Stay Contested Matter [Dk No. 4000] or for Alternative Relief, dated January 16, 2024	376-384
8	19-34054-sgj-11 Dkt. 4019	James P. Seery, Jr.’s Joinder to Highland Capital Management L.P.’s Motion to Stay Contested Matter [Dk No. 4000] or for Alternative Relief and Emergency Motion to Expedite Hearing on Motion for Stay, dated January 22, 2024	385-387
9	23-03038-sgj Dkt. 26	Memorandum Opinion and Order Granting Motion to Dismiss Adversary Proceeding in which Contingent Interest Holders in Chapter 11 Plan Trust Seek a Post-Confirmation Valuation of Trust Assets, dated May 24, 2024	388-424
10	19-34054-sgj-11 Dkt. 4087	Hunter Mountain Investment Trust’s Supplement to Response to Motion to Stay, dated June 11, 2024	425-454
11	19-34054-sgj-11 Dkt. 4091	Transcript of June 12, 2024 Status Conference on Motion to Stay Contested Matter	455-503
12	19-34054-sgj-11 Dkt. 4104	Order Extending Stay of Contested Matter [Docket No. 4000], dated June 24, 2024	504-510

Dated: July 8, 2024

Respectfully submitted,
STINSON LLP

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for Hunter Mountain Investment Trust

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 8, 2024, a true and correct copy of this document was served electronically via the Court's CM/ECF system to the parties registered or otherwise entitled to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

EXHIBIT 1

Sawnie A. McEntire
Texas State Bar No. 13590100
smcentire@pmmlaw.com
1700 Pacific Avenue, Suite 4400
Dallas, Texas 75201
Telephone: (214) 237-4300
Facsimile: (214) 237-4340

Roger L. McCleary
Texas State Bar No. 13393700
rmccleary@pmmlaw.com
One Riverway, Suite 1800
Houston, Texas 77056
Telephone: (713) 960-7315
Facsimile: (713) 960-7347

Attorneys for Hunter Mountain Investment Trust

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

In re: §
§
HIGHLAND CAPITAL § **Chapter 11**
MANAGEMENT, L.P. §
§ **Case No. 19-34054-sgj11**
Debtor. §

**HUNTER MOUNTAIN INVESTMENT TRUST’S EMERGENCY MOTION FOR
LEAVE TO FILE VERIFIED ADVERARY PROCEEDING**

Hunter Mountain Investment Trust (“HMIT”), Movant, files this Emergency Motion for Leave to File Verified Adversary Proceeding (“Motion”), both in its individual capacity and as a derivative action on behalf of the Reorganized Debtor, Highland Capital Management, L.P. (“HCM” or “Reorganized Debtor”) and the Highland Claimant Trust against Muck Holdings, LLC (“Muck”), Jessup Holdings, LLC (“Jessup”), Farallon

[1]



Sawnie A. McEntire
Texas State Bar No. 13590100
smcentire@pmmlaw.com
1700 Pacific Avenue, Suite 4400
Dallas, Texas 75201
Telephone: (214) 237-4300
Facsimile: (214) 237-4340

Roger L. McCleary
Texas State Bar No. 13393700
rmccleary@pmmlaw.com
One Riverway, Suite 1800
Houston, Texas 77056
Telephone: (713) 960-7315
Facsimile: (713) 960-7347
Attorneys for Hunter Mountain Investment Trust

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

In re:	§	
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.	§	Chapter 11
	§	
Debtor.	§	Case No. 19-34054-sgj11
	§	

**HUNTER MOUNTAIN INVESTMENT TRUST’S EMERGENCY MOTION FOR
LEAVE TO FILE VERIFIED ADVERARY PROCEEDING**

Hunter Mountain Investment Trust (“HMIT”), Movant, files this Emergency Motion for Leave to File Verified Adversary Proceeding (“Motion”), both in its individual capacity and as a derivative action on behalf of the Reorganized Debtor, Highland Capital Management, L.P. (“HCM” or “Reorganized Debtor”) and the Highland Claimant Trust against Muck Holdings, LLC (“Muck”), Jessup Holdings, LLC (“Jessup”), Farallon

Capital Management, LLC (“Farallon”), Stonehill Capital Management, LLC (“Stonehill”), James P. Seery, Jr. (“Seery”) and John Doe Defendant Nos. 1-10 (Muck, Jessup, Stonehill, Farallon, Seery and the John Doe Defendant Nos. 11-10 are collectively “Respondents” or “Proposed Defendants”).

I. Good Cause for Expedited Relief

1. HMIT seeks leave to file an Adversary Proceeding pursuant to the Court’s “gatekeeping” orders, as well as the injunction and exculpation provisions in the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (Doc. 1943), as modified (the “Plan”).¹ A copy of HMIT’s proposed Verified Adversary Proceeding (“Adversary Proceeding”) is attached as Exhibit 1 to this Motion. This Motion is separately supported by objective evidence derived from historical filings in the bankruptcy proceedings,² as well as the declarations of James Dondero, dated May 2022 (Ex. 2), James Dondero, dated February 2023 (Ex. 3), and Sawnie A. McEntire with attached evidence (Ex. 4).³

¹ The exculpation provisions were recently modified by a decision of the Fifth Circuit. Such provisions apply to James P. Seery, Jr. only and are limited to his capacity as an Independent Director. *Matter of Highland Cap. Mgmt., L.P.*, 48 F.4th 419, 438 (5th Cir. 2022).

² Unless otherwise referenced, all references to evidence involving documents filed in the Debtor’s bankruptcy proceedings (Case No. 19-34054-sgj11 (Bankr. N.D. Tex.)) are cited by “Doc.” reference. HMIT asks the Court to take judicial notice of the documents identified by such entries.

³ The supporting declarations will be cited as Dondero 2022 Dec. (Ex. 2), Dondero 2023 Dec. (Ex. 3), and McEntire Dec. (Ex. 4).

2. The expedited nature of this Motion is permitted under Fed. R. Bank P. 9006 (c)(1), which authorizes a shortened time for a response and hearing for good cause. For the reasons set forth herein, HMIT has shown good cause and requests that the Court schedule a hearing on this Motion on three (3) days' notice, and that any responses be filed no later than twenty-four hours before the scheduled hearing.⁴

3. HMIT brings this Motion on behalf of itself and derivatively on behalf of the Reorganized Debtor and the Highland Claimant Trust ("Claimant Trust"), as defined in the Claimant Trust Agreement (Doc. 3521-5) ("CTA").⁵ Upon the Plan's Effective Date, Highland Capital Management, LP, as the original Debtor ("Original Debtor"), transferred its assets, including its causes of action, to the Claimant Trust, including the causes of action set forth in the attached Adversary Proceeding. The attached Adversary Proceeding alleges claims which are substantially more than "colorable" based upon plausible allegations that the Proposed Defendants, acting in concert, perpetrated a fraud,⁶ including a fraud upon innocent stakeholders, as well as breaches of fiduciary

⁴ Expedited action on this Motion is also warranted to hasten Movants' opportunity to file suit, pursue prompt relevant discovery, and reduce the threat of loss of potentially key evidence. Upon information and belief, Seery has been deleting text messages on his personal iPhone via a rolling, automatic deletion setting.

⁵ Solely in the alternative, and in the unlikely event HMIT's proposed causes of actions against Seery, Stonehill, Farallon, Muck, and/or Jessup are considered to be "Estate Claims" as those terms are used and defined within the CTA and Exhibit A to the Notice of Final Term Sheet [Docket No. 354] in HCM's bankruptcy (and without admitting the same), HMIT alternatively seeks standing to bring this action as a derivative action on behalf of the Litigation Sub-Trust as appropriate.

⁶ Neither this Motion nor the proposed Adversary Complaint seeks to challenge the Court's Orders or the Plan. In addition, neither this Motion nor the proposed Adversary Complaint seeks to redistribute the assets of the Claimant Trust in a manner that would adversely impact innocent creditors. Rather, the

duties and knowing participation in (or aiding and abetting) breaches of fiduciary duty. The Adversary Proceeding also alleges that the Proposed Defendants did so collectively by falsely representing the value of the Debtor's Estate, failing to timely disclose accurate values of the Debtor's Estate, and trading on material non-public information regarding such values. HMIT also alleges that the Proposed Defendants colluded to manipulate the Debtor's Estate—providing Seery the opportunity to plant close business allies into positions of control to approve Seery's compensation demands following the Effective Date.

4. Emergency relief is needed because of a fast-approaching date (April 16, 2023) that one or more of the Proposed Defendants *may* argue, depending upon choice of law, constitutes the expiration of the statute of limitations concerning some of the common law claims available to the Claimant Trust, as well as to HMIT.⁷ Although HMIT offered to enter tolling agreements from each of the Proposed Defendants, they either rejected HMIT's requests or have not confirmed their willingness to do so, thereby necessitating the expedited nature of this Motion.⁸ Because this Motion is subject to the

proposed Adversary Proceeding seeks to benefit all innocent stakeholders while working within the terms and provisions of the Plan, as well as the Claimant Trust Agreement.

⁷ The first insider trade at issue involved the sale and transfer of Claim 23 in the amount of \$23 million held by ACMLD Claim, LLC to Muck on April 16, 2021 (Doc. 2215).

⁸ HMIT has been diligent in its efforts to investigate the claims described in this Motion, including the filing of a Tex. R. Civ. P. Rule 202 proceeding in January 2023, which was not adjudicated until recently in March 2023. Those proceedings were conducted in the 191st Judicial District Court in Dallas County, Texas, under Cause DC-23-01004. *See* McEntire Dec. Ex. 4 and the attached Ex. 4-A. Farallon and Stonehill defended those proceedings by aggressively arguing, in significant part, that the discovery issues were better undertaken in this Court.⁸ The Rule 202 Petition was recently dismissed (**necessarily without prejudice**)

Court's "gatekeeping" orders and the injunction provisions of the Plan, emergency leave is required.

5. This Motion will come as no surprise to the Proposed Defendants. Farallon and Stonehill were involved in recent pre-suit discovery proceedings under Rule 202 of the Texas Rules of Civil Procedure relating to the same insider trading allegations described in this Motion. Muck and Jessup, special purpose entities created and ostensibly controlled by Farallon and Stonehill, respectively, also were provided notice of these Rule 202 Proceedings in February 2023.⁹ Like this Motion, the Rule 202 Proceedings focused on Muck, Jessup, Farallon, and Stonehill and their wrongful purchase of large, allowed claims in the Original Debtor's bankruptcy based upon material non-public information. Seery is also aware of these insider trading allegations because of a prior written demand.

6. In light of the Proposed Defendants' apparent refusal to enter tolling agreements, or their failure to fully affirm their willingness to do so, HMIT is forced to seek emergency relief from this Court to proceed timely with the proposed Adversary Proceeding before the expiration of any *arguable* limitations period.¹⁰

on March 8, 2023, ostensibly based on such arguments. However, it is telling that Stonehill and Farallon admitted during the Rule 202 Proceedings to their "affiliation" with Muck and Jessup and that they bought the Claims through these entities.

⁹ See Dec. of Sawnie McEntire, Ex. 4.

¹⁰ HMIT respectfully requests that this Motion be addressed and decided on an expedited basis that provides HMIT sufficient time to bring the proposed action timely. In the event the Court denies the requested relief, HMIT respectfully requests prompt notice of the Court's ruling to allow HMIT sufficient

II. Summary of Claims

7. HMIT requests leave to commence the proposed Adversary Proceeding, attached as Exhibit 1, seeking redress for breaches of duty owed to HMIT, breaches of duties owed to the Original Debtor's Estate, aiding and abetting breaches of those fiduciary duties, conspiracy, unjust enrichment, and fraud. HMIT also alleges several viable remedies, including (i) imposition of a constructive trust; (ii) equitable disallowance of any unpaid balance on the claims at issue;¹¹ (iii) disgorgement of ill-gotten profits (received by Farallon, Stonehill, Muck and Jessup) to be restituted to the Claimant Trust; (iv) disgorgement of ill-gotten compensation (received by Seery) to be restituted to the Claimant Trust; (v) declaratory judgment relief; (vi) actual damages; and (vii) punitive damages.

III. Standing

8. HMIT. Prior to the Plan's Effective Date, HMIT was the largest equity holder in the Original Debtor and held a 99.5% limited partnership interest. HMIT currently holds a Class 10 Claim as a contingent Claimant Trust Interest under the CTA

time to seek, if necessary, appropriate relief in the United States District Court. In order to have a fair opportunity to seek such relief on a timely basis and protect HMIT's rights and the rights of the Reorganized Debtor, HMIT will need to seek such relief on or before Wednesday, April 5, 2023, if this Motion has not been resolved.

¹¹ In the alternative only, subordination of Muck's and Jessup's General Unsecured Claim Trust Interests and Subordinated Claim Trust Interests to all other interests in the Claimant Trust, including HMIT's Contingent Trust Interest, is necessary and appropriate to remedy Muck's and Jessup's wrongful conduct, and is also consistent with the purposes of the Bankruptcy Code.

(Doc. 3521-5). Upon information and belief, all conditions precedent to HMIT's certification as a vested Claimant Trust Beneficiary would be readily satisfied but for the Defendants' wrongful actions and conduct described in this Motion and the attached Adversary Proceeding.

9. **Reorganized Debtor.** Although HMIT has standing as a former Class B/C Equity Holder, Class 10 claimant, and now contingent Claimant Trust Interest under the CTA,¹² this Motion separately seeks authorization to prosecute the Adversary Proceeding derivatively on behalf of the Reorganized Debtor and Claimant Trust. All conditions precedent to bringing a derivative action are satisfied.

10. Fed. R. Civ. P. 23.1 provides the procedural steps for "derivative actions," and applies to this proceeding pursuant to Fed. R. Bank. P. 7023.1. Applying Rule 7023.1, the Proposed Defendants' wrongful conduct occurred, and the improper trades consummated, in the spring and early summer of 2021, before the Effective Date in August 2021. During this period, HMIT was the 99.5% Class B/C limited partner in the original Debtor. As such, HMIT has individual standing to bring this action because Seery owed fiduciary duties directly to HMIT at that time, and the other Proposed Defendants aided and abetted breaches of those duties at that time.

¹² The last transaction at issue involved Claim 190, the Notice for which was filed on August 9, 2021. (Doc. 2698).

11. The derivative nature of this proceeding is also appropriate because any demand on Seery would be futile.¹³ Seery is the Claimant Trustee under the terms of the CTA. Furthermore, any demand on the Oversight Board to prosecute these claims would be equally futile because Muck and Jessup, both of whom are Proposed Defendants, dominate the Oversight Board.¹⁴

12. The “classic example” of a proper derivative action is when a debtor-in-possession is “unable or unwilling to fulfill its obligations” to prosecute an otherwise colorable claim where a conflict of interest exists. *Cooper*, 405 B.R. at 815 (quoting *Louisiana World*, 858 F.2d at 252). Here, because HMIT’s proposed Adversary Proceeding includes claims against Seery, Muck, and Jessup, the conflicts of interest are undeniable. Seery is the Trustee of the Claimant Trust Assets under the CTA, and he also serves as the “Estate Representative.”¹⁵ Muck and Jessup, as successors to Acis, the Redeemer Committee and UBS, effectively control the Oversight Board, with the responsibility to “monitor and oversee the administration of the Claimant Trust and the Claimant Trustee’s performance”¹⁶

¹³ Any demand on the Litigation Sub-Trust would be equally futile for the same reasons addressed herein, since the Litigation Trustee serves at the direction of the Oversight Board.

¹⁴ See Footnote 8, *infra*. In December 2021, several stakeholders made a demand on the Debtor through James Seery, in his capacity as Trustee to the Claimant Trust, to pursue claims related to these insider trades.

¹⁵ See Claimant Trust Agreement (Doc. 3521-5), Sec. 3.11.

¹⁶ *Id.* at Sec. 4.2(a) and (b).

13. Creditors' committees frequently bring suit on behalf of bankruptcy estates.

Yet, it is clear that any *appropriately designated party* also may bring derivative claims.

In re Reserve Prod., Inc., 232 B.R. 899, 902 (Bankr. E.D. Tex. 1999) (citations omitted); *see In*

re Enron Corp., 319 B.R. 128, 131 (Bankr. S.D. Tex. 2004). As this Court has held in *In Re*

Cooper:

In Chapter 11 [cases], there is both a textual basis . . . and, frequently, a non-textual, equitable rationale for granting a creditor or creditors committee derivative standing to pursue estate actions (*i.e.*, the equitable rationale coming into play when the debtor-in-possession has a conflict of interest in pursuing an action, such as in the situation of an insider-defendant).

In re Cooper, 405 B.R. 801, 803 (Bankr. N.D. Tex. 2009) (also noting that “[c]onflicts of

interest are, of course, frequently encountered in Chapter 11, where the metaphor of the

‘fox guarding the hen house’ is often apropos”); *see also In re McConnell*, 122 B.R. 41, 43-

44 (Bankr. S.D. Tex. 1989) (“[I]ndividual creditors can also act in lieu of the trustee or

debtor-in-possession . . .”). Here, the Proposed Defendants are the “foxes guarding the hen

house,” and their conflicts of interest abound.¹⁷ Proceeding in a derivative capacity is

necessary, if not critical.

¹⁷ *See Citicorp Venture Cap., Ltd. v. Comm. of Creditors Holding Unsecured Claims*, 160 F.3d 982, 987 (3d Cir. 1998) (settlement noteholders purchased Debtors' securities with “the benefit of non-public information acquired as a fiduciary” for the “dual purpose of making a profit and influenc[ing] the reorganization in [their] own self-interest.”), *see also, Wolf v. Weinstein*, 372 U.S. 633, 642, 83 S.Ct. 969, 10 L.Ed.2d 33 (1963) (“Access to inside information or strategic position in a corporate reorganization renders the temptation to profit by trading in the Debtor's stock particularly pernicious.”).

14. The proposed Adversary Proceeding also sets forth claims that readily satisfy the Court's threshold standards requiring "colorable" claims, as well as the requirements for a derivative action. This Motion, which is supported by objective evidence contained in historical filings in the bankruptcy proceedings, also incorporates sworn declarations. At the very least, this additional evidence satisfies the Court's threshold requirements of willful misconduct and fraud set forth in the "gatekeeping" orders, as well as the injunction and exculpation provisions in the Plan.¹⁸ This evidence also supports well-pleaded allegations exempted from the scope of the releases included in the Plan.

15. HMIT is an appropriate party to bring this action on behalf of the Reorganized Debtor and the Claimant Trust. If successful, the Adversary Proceeding will likely recover well over \$100 million for the Claimant Trust, thereby enabling the Reorganized Debtor and Claimant Trust to pay off any remaining innocent creditors and make significant distributions to HMIT as a vested Claimant Trust Beneficiary.

16. As of December 31, 2022, the Claimant Trust had distributed 64.2% of the total \$397,485,568 par value of all Class 8 and Class 9 unsecured creditor claims. The

¹⁸ HMIT recognizes that it is an "Enjoined Party" under the Plan. The Plan requires a showing, *inter alia*, of bad faith, willful misconduct, or fraud against a "Protected Party." Seery is a "Protected Party" and an "Exculpated Party" in his capacity as an Independent Director. Muck and Jessup *may* be "Protected Parties" as members of the Oversight Committee, but they were not "protected" when they purchased the Claims before the Effective Date. While it is HMIT's position that Farallon and Stonehill do not qualify as "Protected Parties," they are included in this Motion in the interest of judicial economy.

Claims acquired by Muck and Jessup have an allowed par value of \$365,000,000. Based on these numbers, the innocent unsecured creditors hold approximately \$32 million in allowed claims.¹⁹

17. As of December 31, 2022, the Claimant Trust has distributed \$255,201,228.²⁰ On a *pro rata* basis, that means that innocent creditors have received approximately \$22,373,000 in distributions against the stated value of their allowed claims. That leaves a remaining unpaid balance of approximately \$9,627,000.

18. Muck and Jessup already have received approximately \$232.8 million on their Claims. Assuming and original investment of approximately \$160 million, this represents over \$72 million in ill-gotten profits that, if disgorged, would be far more than what is required to fully pay all other innocent creditors - immediately placing HMIT in the status of a vested Claimant Trust Beneficiary. The benefits to the Reorganized Debtor, the Claimant Trust and innocent stakeholders are undeniable.²¹

19. Seery and the Oversight Board should be estopped from challenging HMIT's status to bring this derivative action on behalf of the Claimant Trust. Seery, Muck and Jessup have committed fraud, acted in bad faith and have unclean hands, and they should not be allowed to undermine the proposed Adversary Proceeding - which seeks

¹⁹ Doc. 3653.

²⁰ *Id.*

²¹ Further, under the present circumstances and time constraints, this Motion should be granted to avoid the prospect of the loss of some of HMIT's and the Claimant Trust's claims and denial of due process.

to rectify significant wrongdoing. To hold otherwise would allow Seery, Muck, Jessup, Stonehill, and Farallon the opportunity to not just “guard the hen house,” but to also open the door and take what they want.²² HMIT seeks a declaratory judgment of its rights, accordingly.

IV. The Proposed Defendants

20. Seery acted in several capacities during relevant times. He served as the Debtor’s Chief Executive Officer (“CEO”) and Chief Restructuring Officer (“CRO”). He also served as member of the Debtor’s Independent Board.²³ He currently serves as Claimant Trustee under the CTA and remains the CEO of the Reorganized Debtor.

21. There is no doubt Seery owed the Original Debtor’s Estate, as well as equity, fiduciary duties, including the duty of loyalty and the duty to avoid conflicts of interest. *See In re Xtreme Power Inc.*, 563 B.R. 614, 632-33 (Bankr. W.D. Tex. 2016) (detailing fiduciary duties owed by corporate officers and directors under Delaware law); *Louisiana World*, 858 F.2d at 245-46 (detailing duties owed by debtors-in-possession).²⁴

²² “The doctrine of ‘unclean hands’ provides that “a litigant who engages in reprehensible conduct in relation to the matter in controversy ... forfeits his right to have the court hear his claim, regardless of its merit. [T]he purpose of the clean hands maxim is to protect the court against misuse by one who, because of his conduct, has forfeited his right to have the court consider his claims, regardless of their merit. As such it is not a matter of defense to be applied on behalf of a litigant; rather it is a rule of public policy.” *Portnoy v. Cryo-Cell Int’l, Inc.*, 940 A.2d 43, 80–81 (Del. Ch. 2008) (citations omitted) (internal quotations omitted for clarity).

²³ Seery is the beneficiary of the Court’s “gatekeeping” orders and is an “exculpated” party in his capacity as an Independent Director. He is also a “Protected Party.”

²⁴ The Internal Affairs Doctrine dictates choice of law. Here, the Debtor, Highland Capital Management, was organized under the law of Delaware. As much, Seery’s fiduciary duties and claims involving breaches of those duties will be governed by Delaware law.

22. Farallon and Stonehill are capital management companies which manage hedge funds; they are also Seery's close business allies with a long history of business ventures and close affiliation. Although they were strangers to the Original Debtor's bankruptcy on the petition date, and were not original creditors, they became entangled in this bankruptcy at Seery's invitation and encouragement—and then knowingly participated in the wrongful insider trades at issue. By doing so, Seery was able to plant friendly allies onto the Oversight Board to rubber stamp compensation demands. The proposed Adversary Proceeding alleges that Farallon and Stonehill bargained to receive handsome pay days in exchange.

23. Muck and Jessup are special purpose entities, admittedly created by Farallon and Stonehill on the eve of the alleged insider trades, and they were used as vehicles to assume ownership of the purchased claims.²⁵ The record is clear that Muck and Jessup *did not exist* before confirmation of the Plan in February 2021.²⁶ Now, however, Muck and Jessup serve on the Oversight Board with immense powers under the CTA.²⁷ When they purchased the claims at issue, Muck and Jessup were *not* acting in their official capacities on the Oversight Committee and, therefore, they were not "Protected Persons" under the Plan.

²⁵ See Ex. 4-B, Rule 202 Transcript at 55:22-25.

²⁶ See McEntire Dec., Ex. 4, Ex. 4-D, Ex. 4-E. Muck was created on March 9, 2021 before the Effective Date. Jessup was created on April 8, 2021, before the Effective Date.

²⁷ See Doc. 3521-5, Sec. 4(a) and 4(b).

24. By trading on the alleged material non-public information, Farallon, Stonehill, Muck, and Jessup became non-statutory “insiders” with duties owed directly to HMIT at a time when HMIT was the largest equity holder.²⁸ See *S.E.C. v. Cuban*, 620 F.3d 551, 554 (5th Cir. 2010) (“The corporate insider is under a duty to ‘disclose or abstain’ — he must tell the shareholders of his knowledge and intention to trade or abstain from trading altogether.”). In this context, there is no credible doubt that Farallon’s and Stonehill’s dealings with Seery were *not* arms-length. Again, Farallon and Stonehill were Seery’s past business partners and close allies.²⁹ By virtue of the insider trades at issue, Farallon and Stonehill acquired control (acting through Muck and Jessup) over the Original Debtor and Reorganized Debtor through Seery’s compensation agreement and awards, as well as supervisory powers over the Claimant Trust. This makes Farallon and Stonehill paradigm non-statutory insiders.

25. HMIT also seeks recovery against John Doe Defendant Nos. 1 through 10.³⁰

It is clear Farallon and Stonehill refuse to disclose the precise details of their legal

²⁸ Because of their “insider” status, this Court should closely scrutinize the transactions at issue.

²⁹ Farallon and Stonehill are two capital management firms (similar to HCM) with whom Seery has had substantial business relationships. Also, Seery previously served as legal counsel to Farallon. Seery also has a long-standing relationship with Stonehill. GCM Grosvenor, a global asset management firm, held four seats on the Redeemer Committee (an original member of the Unsecured Creditors Committee in HCM’s bankruptcy). Upon information and belief, GCM Grosvenor is a significant investor in Stonehill and Farallon. GCM Grosvenor, through Redeemer, also played a large part in appointing Seery as a director of Strand Advisors and approved his appointment as HCM’s CEO and CRO.

³⁰ Farallon and Stonehill consummated their trades concealing their actual involvement through Muck and Jessup as shell companies. Farallon’s and Stonehill’s identities were not discovered until much later after the fact.

relationships with Muck and Jessup. They resisted such discovery in the prior Rule 202 Proceedings in state district court.³¹ They also refused to disclose such details in response to a prior inquiry to their counsel.³² Furthermore, the corporate filings of both Muck and Farallon conspicuously omit the identity of their respective members or managing members.³³ Accordingly, HMIT intends to prosecute claims against John Doe Defendant Nos. 1 -- 10 seeking equitable tolling pending further discovery whether Farallon and Stonehill inserted intermediate corporate layers between themselves and the special purpose entities (Muck and Jessup) they created. *See In re ATP Oil & Gas Corp.*, No. 12-36187, 2017 WL 2123867, *4 (Bankr. S.D. Tex. May 16, 2017) (Isgur .J.); *see also In re IFS Fin. Corp.* No. 02-39553, 2010 WL 4614293, *3 (Bankr. S.D. Tex. No. 2, 2010) (“The identity of the party concealing the fraud is immaterial, the critical factor is whether any of the parties involved concealed property of the estate.” “In either case, the trustee must demonstrate that despite exercising diligence, he could not have discovered the identity of the [unnamed] defendants prior to the expiration of the limitations period.”) *ATP Oil*, 2017 WL 2123867 at *4. That burden is easily satisfied here.

³¹ See McEntire Dec., Ex. 4.

³² See McEntire Dec., Ex. 4, *see also*, Ex. 4-F.

³³ See Ex. 4-D, Ex. 4-E.

V. Background

26. As part of this Court's Governance Order, an independent board of directors—which included Seery as one of the selections of the Unsecured Creditor's Committee—was appointed to the Board of Directors (the "Board") of Strand Advisors, Inc., ("Strand Advisors"), the Original Debtor's general partner. Following approval of the Governance Order, the Board then appointed Seery as the Original Debtor's CEO and CRO.³⁴ Following the Effective Date of the Plan, Seery now serves as Trustee of the Claimant Trust (the Reorganized Debtor's sole post-reorganization limited partner), and continues to serve as the Reorganized Debtor's CEO.³⁵

27. Imbued with his powers as CEO and CRO, Seery negotiated and obtained bankruptcy court approval of several settlements prior to the Effective Date, resulting in the following approximate allowed claims (hereinafter "Claims"):³⁶

Creditor	Class 8	Class 9
Redeemer	\$137 mm	\$0 mm
Acis	\$23 mm	\$0 mm
HarbourVest	\$45 mm	\$35 mm
UBS	<u>\$65 mm</u>	<u>\$60 mm</u>
(Totals)	\$270 mm	\$95 mm

³⁴ Doc. 854, Order Approving Retention of Seery as CEO/CRO.

³⁵ See Doc. 1943, Order Approving Plan, p. 34.

³⁶ Orders Approving Settlements [Doc. 1273, Doc. 1302, Doc. 1788, Doc. 2389].

Each of the settling parties curiously sold their Claims to Farallon or Stonehill (or their affiliated special purpose entities) shortly after they obtained court approval of their settlements. One of these “trades” occurred within just a few weeks before the Effective Date. Farallon and Stonehill coordinated and controlled the purchase of these Claims through Muck and Jessup, and they admitted in open court that Muck and Jessup were created to allow their purchase of the Claims.³⁷

28. HMIT alleges that Seery filed (or caused to be filed) deflated, misleading projections regarding the value of the Debtor’s Estate,³⁸ while inducing unsecured creditors to discount and sell their Claims to Farallon and Stonehill. But as reflected in the attached declarations, it is now known that Seery provided material, non-public information to Farallon. The circumstantial evidence is also clear that both Farallon and Stonehill had access to and used this non-public information in connection with their purchase decisions.

29. Farallon and Stonehill are registered investment advisors who have their own fiduciary duties to their investors, and they are acutely aware of what these duties entail. Yet, upon information and belief, they collectively invested over \$160 million dollars to purchase the Claims in the absence of any publicly available information that

³⁷ See Ex. 4-B, Rule 202 Transcript at 55:22-25.

³⁸ The pessimistic projections were issued as part of the Plan Analysis on February 2, 2021. [Doc. 1875-1]. The Debtor projected 0% return on Class 9 claims and only 71.32% return on Class 8 Claims.

could rationally justify such investments. These “trades” become even more suspect because, at the time of confirmation, the Plan provided pessimistic projections advising stakeholders that the Claim holders would never receive full satisfaction:

- From October 2019, when the original Chapter 11 Petition was filed, to January 2021, just before the Plan was confirmed, the valuation of HCM’s assets dropped over \$200 million from \$566 million to \$328.3 million.³⁹
- HCM’s Disclosure Statement projected payment of 71.32% of Class 8 claims, and 0% of claims in Classes 9-11;⁴⁰
 - This meant that Farallon and Stonehill invested more than \$103 million in Claims *when the publicly available information indicated they would receive \$0 in return on their investment as Class 9 creditors and substantially less than par on their Class 8 Claims.*
- In HCM’s Q3 2021 Post-Confirmation Report, HCM reported that the amount of Class 8 claims expected to be paid dropped even further from 71% to 54%;⁴¹

30. In the third financial quarter of 2021, just over \$6 million of the projected \$205 million available to satisfy general unsecured creditors was disbursed.⁴² No additional distributions were made to the unsecured claimholders until, suddenly, in Q3 2022 almost \$250 million was paid toward Class 8 general unsecured claims—**\$45 million more than was ever projected.**⁴³

³⁹ Doc. 1473, Disclosure Statement, p. 18.

⁴⁰ Doc. 1875-1, Plan Supplement, p. 4.

⁴¹ Doc 2949.

⁴² Doc 3200.

⁴³ Doc 3582.

31. According to Highland Capital’s Motion for Exit Financing,⁴⁴ and a recent motion filed by Dugaboy Investment Trust,⁴⁵ there remain *substantial* assets to be monetized for the benefit of the Reorganized Debtor’s creditors. Thus, upon information and belief, Stonehill and Farallon, stand to realize significant profits on their wrongful investments. In turn, Stonehill and Farallon will garner (and already have garnered) substantial fees – both base fees and performance fees – as the result of their acquiring and/or managing the Claims. Upon information and belief, HMIT also alleges that Seery has received excessive compensation and bonuses approved by Farallon (Muck) and Stonehill (Jessup) as members of the Oversight Board.

32. As evidenced in the supporting declarations (Exs. 2 and 3):

- Farallon admitted it conducted no due diligence and relied upon Seery in making its multi-million-dollar investment decisions at issue.⁴⁶
- Farallon admitted it was unwilling to sell its stake in these Claims at any price because Seery assured Farallon that the Claims were tremendously valuable.⁴⁷
- Farallon bragged about the value of its investment referencing non-public information regarding Amazon, Inc.’s (“Amazon”) interest in acquiring Metro-Goldwyn-Mayer Studios Inc. (“MGM”).⁴⁸

⁴⁴ Doc 2229.

⁴⁵ Doc 3382.

⁴⁶ See Ex. 2, 2022 Dondero Declaration.

⁴⁷ See Ex. 2, 2022 Dondero Declaration, Ex. 3, 2023 Dondero Declaration.

⁴⁸ See Ex. 3, 2023 Dondero Declaration.

- Farallon was unwilling to sell its stake in the newly acquired Claims even though publicly available information suggested that Farallon would lose millions of dollars on its investment.⁴⁹

Farallon can offer *no credible explanation* to explain its significant investment, and its refusal to sell at any price, *except* Farallon's access to material non-public information. In essence, Seery became the guarantor of Farallon's significant investment. Farallon admitted as much in its statements to James Dondero.

33. The same holds true for Stonehill. Given the negative, publicly available information, Stonehill's multi-million-dollar investments make no rational sense unless Stonehill had access to material non-public information.

34. Fed. R. Bank. P. 2015.3 requires debtors to "file periodic financial reports of the value, operations, and profitability of each entity that is not a publicly traded corporation or a debtor in a case under title 11, and in which the estate holds a substantial or controlling interest." However, no public reports required by Rule 2015.3 were filed. Seery testified they simply "fell through the cracks."⁵⁰

35. Six days prior to the filing of the motion seeking approval of the HarbourVest Settlement, Seery acquired material non-public information regarding Amazon's interest in acquiring MGM.⁵¹ Upon receipt of this material non-public

⁴⁹ See Ex. 3, 2023 Dondero Declaration, *see also* Doc. 1875-1.

⁵⁰ Doc. 1905, February 3, 2021, Hearing Transcript, 49:5-21.

⁵¹ See Adversary No. 20-3190-sgj11, Doc. 150-1.

information, MGM should have been placed on the Original Debtor’s “restricted list,” but Seery continued to move forward with deals that involved MGM stock and notes.⁵² Because the Original Debtor additionally held direct interests in MGM,⁵³ the value of MGM was of paramount importance to the value of the estate.

36. Armed with this and other insider information, Farallon—through Muck—proceeded to invest in the Claims and, acting through Muck, acceded to a powerful position on the Oversight Board to oversee future distributions to Muck and itself. It is no coincidence Seery invited his business allies into these bankruptcy proceedings with promises of great profits. Seery’s allies now oversee his compensation.⁵⁴

37. The Court also should be aware that the Texas States Securities Board (“TSSB”) opened an investigation into the subject matter of the insider trades at issue, and this investigation has not been closed. The continuing nature of this investigation

⁵² As part of the HarbourVest Settlement, Seery negotiated the purchase of HarbourVest’s interest in HCLOF for approximately \$22.5 million as part of the transaction. Approximately 19.1% of HCLOF’s assets were comprised of debt and equity in MGM. The HCLOF interest was not to be transferred to the Debtor for distribution as part of the bankruptcy estate, but rather to “to an entity to be designated by the Debtor”—*i.e.*, one that was not subject to typical bankruptcy reporting requirements. Doc. 1625, p. 9, n. 5. Doc. 1625.

⁵³ See Doc. 2229, Motion for Exit Financing.

⁵⁴ Amazon closed on its acquisition of MGM in March 2022, but the evidence strongly suggests that agreements for the trades already had been reached - while announcement of the trades occurred strategically after the MGM news became public. Now, as a result of their wrongful conduct, Stonehill and Farallon profited significantly on their investments, and they stand to gain substantially more profits.

underscores HMIT's position that the claims described in the attached Adversary Proceeding are plausible and certainly far more than merely "colorable."

VI. Argument

A. *HMIT has asserted Colorable Claims against Seery, Stonehill, Farallon, Muck, and Jessup.*

38. Unlike the terms "Enjoined Party," "Protected Party," or "Exculpated Party," the Plan does not define what constitutes a "colorable" claim. Nor does the Bankruptcy Code define the term. However, relevant authorities suggest that a Rule 12(b)(6) standard is an appropriate analogue.

39. The Fifth Circuit has held that a "colorable" claim standard is met if a [movant], such as HMIT, has asserted claims for relief that, on appropriate proof, would allow a recovery. A court need not and should not conduct an evidentiary hearing but must ensure that the claims do not lack any merit whatsoever. *Louisiana World Exposition v. Fed. Ins. Co.*, 858 F.2d 233, 248 (5th Cir. 1988). Stated differently, the Court need not be satisfied there is an evidentiary basis for the asserted claims but instead should allow the claims if they *appear* to have *some* merit.

40. Other federal appellate courts have reached similar conclusions. For example, the Eighth Circuit holds that "creditors' claims are colorable if they would survive a motion to dismiss." *In re Racing Services, Inc.*, 540 F.3d 892, 900 (8th Cir. 2008); *accord In Re Foster*, 516 B.R. 537, 542 (B.A.P. 8th Cir. 2014), *aff'd* 602 Fed. Appx. 356 (8th Cir. 2015) (*per curiam*). The Sixth Circuit has adopted a similar test requiring that the court

look *only* to the face of the complaint to determine if claims are colorable. *In re The Gibson Group, Inc.*, 66 F.3d 1436, 1446 (6th Cir. 1995) (emphasis added).

41. Although there is a dearth of federal court authorities in Texas, other federal courts have adopted the same standard—*i.e.*, a claim is colorable if it is “plausible” and could survive a motion to dismiss. *See In re America’s Hobby Center, Inc.*, 223 B.R. 273, 282 (S.D.N.Y. 1998). In addition, in the non-bankruptcy context, the District Court for the Northern District of Texas explained that “[t]he requirement of a ‘colorable claim’ means only that the plaintiff must have an ‘arguable claim’ and not that the plaintiff must be able to succeed on that claim.” *Gonzales v. Columbia Hosp. at Med. City Dallas Subsidiary, L.P.*, 207 F. Supp. 2d 570, 577 (N.D. Tex. 2002) (Emphasis added).

42. Thus, in this instance, this Court’s gatekeeping inquiry is properly limited to whether HMIT has stated a plausible claim on the face of the proposed pleadings involving “bad faith,” “willful misconduct,” or “fraud.” Because the face of the Adversary Complaint alleges plausible facts, HMIT’s Motion is properly granted. Clearly, the attached Adversary Proceeding would survive a Rule 12(b)(6) challenge. Furthermore, the supporting declarations and documentary evidence provide additional support, and the circumstantial evidence proves that Farallon and Stonehill, strangers to the bankruptcy on the petition date, would not have leaped into these proceedings without undisclosed assurances of profit.

B. Fraud

43. As set forth in the proposed Adversary Proceeding, HMIT alleges a colorable claim for fraud—both fraud by knowing misrepresentation and fraud by omission of material fact. Here, these allegations of fraud are appropriately governed by Texas law under appropriate choice of law principals.⁵⁵

44. Seery had a duty to not provide material inside information to his business allies. But, he did so. At the latest, Seery became aware of the potential sale of MGM in December 2020 when he received an email from Jim Dondero.⁵⁶ Thus, Seery knew at that time that this potential sale would likely yield significant value to the Original Debtor's Estate. Yet, the financial disclosures associated with the Plan's confirmation, which were provided only a month later, presented an entirely different outlook for both Class 8 and Class 9 unsecured creditors.⁵⁷ Seery knew at that time that these pessimistic disclosures were misleading, if not inaccurate.

45. There is no credible doubt Seery intended that innocent stakeholders would rely upon the pessimistic projections set forth in the Plan Analysis. Indeed, the singular purpose of the Plan Analysis was to advise stakeholders. As such, HMIT alleges that Seery knowingly made misrepresentations with the intention that innocent stakeholders

⁵⁵ However, Delaware law is substantially similar on the elements of fraud. *See Malinals v. Kramer*, No. CIV.A. CPU 6-11002145, 2012 WL 174958, at 2 (Del. Com. PI. Jan. 5, 2012)

⁵⁶ *See*, Dondero 2022 Dec., Ex. 2-1.

⁵⁷ *See* Doc. 1875-1, Plan Analysis, February 1, 2021.

would rely, and that he failed to disclose material information concerning his entanglements with Farallon and Stonehill, as well as the related negotiations that were chock full of conflicts of interest.

46. On the flip side of this conspiracy coin, Farallon and Stonehill were engaged in negotiations to acquire the Claims at discounted prices; and, they successfully did so. HMIT alleges that their success was based on knowledge that the financial disclosures associated with the Plan Analysis were significantly understated. Otherwise, it would make no financial sense for Farallon and Stonehill to do the deals at issue. Indeed, Farallon admitted that it would not sell the Claims at any price, expressing great confidence in the substantial profits it expected even in the absence of any supporting, publicly available information.⁵⁸

47. All of the Proposed Defendants had a duty of affirmative disclosure under these circumstances. Seery always had this duty. Muck, Jessup, Farallon, and Stonehill assumed this duty when they became non-statutory “insiders.” Thus, all of the Proposed Defendants are liable for conspiring to perpetrate a fraud by omission of material facts.

48. HMIT also claims that Seery and the other Proposed Defendants failed to disclose material information concerning Seery’s involvement in brokering the Claims in exchange for *quid pro quo* assurances of enhanced compensation. Seery’s compensation

⁵⁸ Ex. 3, 2023 Dondero Declaration.

should be disgorged or, alternatively, such compensation constitutes a damage recoverable by the Reorganized Debtor and Claimant Trust as assignees (or transferees) of the Original Debtor's causes of action. This compensation was the product of the alleged self-dealing, breaches of fiduciary duty, and fraud.

C. Breaches and Aiding and Abetting Breaches of Fiduciary Duties

49. It is beyond dispute Seery owed fiduciary duties to the Estate. *See Xtreme Power*, 563 B.R. at 632-33 (detailing fiduciary duties owed by corporate officers and directors under Delaware law);⁵⁹ *Louisiana World*, 858 F.2d at 245-46 (5th Cir. 1988) (detailing duties owed by debtors-in-possession). Although Seery did not buy the Claims at issue, he stood to profit from these sales because his close business allies would do his bidding after they had acceded to positions of power and control on the Oversight Board. Muck and Jessup were essentially stepping into the shoes of three of the largest unsecured creditors who were already slated to serve on the Oversight Board. Thus, by acquiring their Claims, all of the Proposed Defendants knew that Muck and Jessup would occupy these powerful oversight positions after the Effective Date.

50. Thus, the alleged conspiracy was successfully implemented before the Effective Date. Farallon and Stonehill now occupy control positions through the shell

⁵⁹ The *Xtreme* case also notes that "several Delaware courts have recognized that 'directors who are corporate employees lack independence because of their substantial interest in retaining their employment.'" 563 B.R. at 633-34. Because Muck and Jessup are now in control of Seery's compensation, it follows that Seery is beholden to them, and Seery's disclosure of inside information to Stonehill and Farallon confirms his conflict of interest.

entities (Muck and Jessup) overseeing large compensation packages for Seery. Of course, this control (and the opportunity to control) presented a patent conflict of interest which Seery should have avoided, but instead knowingly created, fostered, and encouraged. HMIT alleges that Seery breached his duty to avoid this conflict or otherwise disclose this conflict and Farallon and Stonehill aided and abetted this breach.

51. The Original Debtor, as an investment adviser registered with the SEC, is also required to make public disclosures on its Form ADV, the uniform registration form for investment advisers required by the SEC. These Form ADV disclosures, which were in effect at the time of the insider trades at issue, explicitly forbade “any access person from trading either personally or on behalf of others . . . on material non-public information or communicating material non-public information to others in violation of the law or duty owed to another party.”⁶⁰ It now appears these representations were false when made. Seery’s alleged conduct also violated, at minimum, the duties Seery owed in his various capacities with the Original Debtor under the Form ADV disclosures.

52. Although initially strangers to the original bankruptcy, by accepting and using inside information, Farallon and Stonehill became “temporary insiders” and thus owed separate duties to the Estate. *See S.E.C. v. Cuban*, 620 F.3d 551 (5th Cir. 2010) (“[E]ven

⁶⁰ *See, e.g.,*

https://files.adviserinfo.sec.gov/IAPD/Content/Common/crd_iapd_Brochure.aspx?BRCHR_VRSN_ID=777026.

an individual who does not qualify as a traditional insider may become a ‘temporary insider’ if by entering ‘into a special confidential relationship in the conduct of the business of the enterprise [they] are given access to information solely for corporate purposes.” *In re Washington Mut., Inc.*, 461 B.R. 200 (Bankr. D. Del. 2011), *vacated in part*, 08-12229 MFW, 2012 WL 1563880 (Bankr. D. Del. Feb. 24, 2012) (finding that equity committee stated colorable claim for equitable disallowance against creditors who “became temporary insiders of the Debtors when the Debtors gave them confidential information and allowed them to participate in negotiations with JPMC for the shared goal of reaching a settlement that would form the basis of a consensual plan of reorganization”; *vacated in part as a condition of settlement only*);⁶¹ *See also, In re Smith*, 415 B.R. 222, 232-33 (Bankr. N.D. Tex. 2009) (“[a]n insider is an entity or person with ‘a sufficiently close relationship with the debtor that his conduct is made subject to closer scrutiny than those dealing at arm’s length with the debtor.’ ‘Thus, the term “insider” is viewed to encompass two classes: (1) per se insiders as listed in the Code and (2) extra-statutory insiders that do not deal at arm’s length.” (citations omitted)). Farallon, Stonehill, Muck, and Jessup clearly fall into this latter category.

⁶¹ Although the *Washington Mutual* case was subsequently vacated, the Court’s intellectual reasoning remains valid because the vacatur was mandated by a mediated settlement, not because the court’s logic was flawed or changed, and the court expressly noted that the parties’ settlement was conditioned on vacatur. *See In re Washington Mut., Inc.*, No. 08-12229 MFW, 2012 WL 1563880, *8 (Bankr. D. Del. Feb. 24, 2012) (“grant[ing] partial vacatur . . . in furtherance of the settlement embodied in the Plan,” and noting that “absent the requested vacatur, the collapse of the Plan could result in the termination of the Global Settlement Agreement.” (emphasis added)).

53. Because Farallon and Stonehill (acting through Muck and Jessup) now hold the majority of the seats on the Oversight Board, they, along with Seery, exercise control of the reorganization proceedings. At no time were Farallon, Stonehill, or Seery's plans disclosed to the other creditors or equity. In fact, the only inference that can be reasonably drawn is that Farallon and Stonehill brazenly sought to conceal their involvement by establishing shell entities—Muck and Jessup—to nominally hold the Claims and create an opaque barrier to any effort to identify the "*Oz behind the curtain.*" Such conduct aligns precisely with the inequitable conduct detailed in *Citicorp* and *Adelphia* (discussed below).

54. In sum, the proposed Adversary Proceeding sets forth plausible allegations that Stonehill and Farallon were aware of Seery's fiduciary duties. Indeed, as registered investment advisors, both Farallon and Stonehill were acutely aware of Seery's fiduciary obligations, including, without limitation, the duty to act in the best interests of the Original Debtor's Estate and the duty not to engage in insider trading that would benefit Seery, as an insider, and themselves, as non-statutory insiders. By accepting and then acting on material non-public information, Farallon and Stonehill (as well as Muck and Jessup) aided and abetted breaches of these fiduciary duties. By placing themselves in positions to control Seery's compensation, Farallon and Stonehill (acting through Muck and Jessup) induced, encouraged, aided and abetted Seery's self-dealing.

D. Equitable Disallowance is an Appropriate Remedy

55. HMIT also seeks equitable disallowance. Although the Fifth Circuit in *Matter of Mobile Steel Co.* generally limited the court's equitable powers to subordination rather than disallowance,⁶² the Fifth Circuit **did not foreclose** the viability of equitable disallowance as a potential remedy. *See* 563 F.2d 692, 699 n. 10 (5th Cir. 1977). Binding U.S. Supreme Court precedent in *Pepper v. Litton* also permits bankruptcy courts to fashion disallowance remedies. 308 U.S. 295, 304-11 (1939). Bankruptcy Code § 510, which supplies the authority for equitable subordination, was "intended to codify case law, such as *Pepper v. Litton* . . . and is not intended to limit the court's power in any way. . . . Nor does [it] preclude a bankruptcy court from completely disallowing a claim in appropriate circumstances." *In re Adelpia Commun. Corp.*, 365 B.R. 24, 71-72 (Bankr. S.D.N.Y. 2007), *aff'd in part sub nom. Adelpia Recovery Tr. v. Bank of Am., N.A.*, 390 B.R. 64 (S.D.N.Y. 2008), *adhered to on reconsideration*, 05 CIV. 9050 (LMM), 2008 WL 1959542 (S.D.N.Y. May 5, 2008) (emphasis and omissions in original).⁶³

56. The Fifth Circuit's decision in *Mobile Steel* also was premised on the notion that disallowance would not add to the quiver of defenses to fight unfairness because

⁶² Equitable subordination is an inadequate remedy in this instance.

⁶³ In *Washington Mutual*, the Court's intellectual reasoning when imposing disallowance is instructive. *See In re Washington Mut., Inc.*, No. 08-12229 MFW, 2012 WL 1563880, *8 (Bankr. D. Del. Feb. 24, 2012) ("grant[ing] partial vacatur . . . in furtherance of the settlement embodied in the Plan," and noting that "absent the requested vacatur, the collapse of the Plan could result in the termination of the Global Settlement Agreement." (emphasis added)).

creditors “are fully protected by subordination” and “[i]f the misconduct directed against the bankrupt is so extreme that disallowance might appear to be warranted, then *surely* the claim is either invalid or the bankrupt possesses a clear defense against it.” *Mobile Steel*, 563 F.2d at 699 n. 10 (emphasis added). Importantly, however, the factual scenarios considered in *Mobile Steel* do not exist here.

57. Here, Muck and Jessup purchased both Class 8 and Class 9 Claims, and they now effectively occupy more than 90% of the entire field of unsecured creditors in these two claimant tiers. Thus, subordination cannot effectively address the current facts where the Original Debtor’s CEO and CRO conspired directly with close business allies who acquired the largest unsecured claims to the detriment of other innocent creditors and *former equity*. The reasoning in published cases from other circuits supports this conclusion. See *Adelphia*, 365 B.R. at 71-73; *Citicorp Venture Capital, Ltd. v. Comm. of Creditors Holding Unsecured Claims*, 160 F.3d 982, 991 n. 7 (3d Cir. 1998).

58. The purpose of equitable subordination is to assure that the wrongdoer does not profit from bad conduct. In the typical case, subordination to other creditors will achieve this deterrence. But, it is clear that the Third Circuit’s decision in *Citicorp* was structured to use subordination as just one tool in a larger tool box to make sure “at a minimum, the remedy here should deprive – [the fiduciary] of its profit on the purchase of the notes.” *Id* at 991. In *Adelphia*, the Southern District of New York also used equitable

subordination as a remedy to address wrongs of non-insiders who aided and abetted breaches a fiduciary duty by the debtor's management. 365 B.R. at 32.

59. But subordination cannot adequately address the wrongful conduct at issue. This is because subordination is typically limited to instances where one creditor is subordinated to other creditors, not equity. Here, for all practical purposes, there are only a few other unsecured creditors with relatively small stakes. Therefore, subordination as a weapon of deterrence is neutered.

60. In sum, by engaging in the alleged wrongful acts, including aiding and abetting Seery's breaches of fiduciary duty, Farallon, Stonehill, Muck, and Jessup should not be rewarded. The Proposed Defendants engaged in alleged conduct which damaged the Original Debtor's estate, including improper agreements to compensate Seery under the terms of the CTA. Equitable disallowance is an appropriate remedy which, when combined with disgorgement of all ill-gotten profits, will deprive the Proposed Defendants of their ill-gotten gains.

E. Disgorgement and Unjust Enrichment

61. The law is clear that disgorgement is an available remedy for breach of fiduciary duty both under Texas Law, see *Kinzbach Tool Co. v. Corbett-Wallace Corporation*, 160 S.W. 2d 509 (Tex. 1942), and under Delaware law, see *Metro Storage International, LLC v. Harron*, 275 A.3d 810 (Del. Ch. 2022). Disgorgement is also an appropriate remedy for unjust enrichment under Texas law, *Hunter v. Shell Oil Co.*, 198 F.2d 485 (5th Cir. 1952),

and under Delaware law, *In re Tyson Foods, Inc. Consolidated Shareholder Litigation*, 919 A.2d 563 (Del. Ch. 2007).⁶⁴

62. Likewise, the imposition of a constructive trust is proper for addressing unjust enrichment under both Delaware and Texas law, see *Teacher's Retirement System of Louisiana v. Aidinoff*, 900 A.2d 654 (Del. Ch. 2006) and *Hsin-Chi-Su v. Vantage Drilling Company*, 474 S.W. 3d 384 (Tex. App. – 14th Dist. 2015), pet. denied. The elements of unjust enrichment are: (1) the defendant must have gained a benefit (2) at the expense of plaintiff, (3) and retention of that benefit must be shown to be unjust. See *Restatement (Third) of Restitution and Unjust Enrichment* §321, cmt. e (2011).

63. Here, the imposition of a constructive trust and disgorgement are clearly appropriate to provide redress for the alleged breaches of fiduciary duty and the knowing participation in (or aiding and abetting) those breaches. Furthermore, the imposition of a constructive trust and disgorgement are appropriate to disgorge the improper benefits that all of the Proposed Defendants received by virtue of collusion and insider trading.

64. As set forth in the proposed Adversary Proceeding, Seery gained the opportunity to have his compensation demands rubber stamped. The other Defendants gained the opportunity to purchase valuable claims at a discount knowing that

⁶⁴ It is likely that the Internal Affairs Doctrine will dictate that Delaware choice of law governs the breach of fiduciary duty claims.

pessimistic financial projections were false and that the upside investment potential was great. Retention of the benefits they received would be unjust and inequitable.

65. Clearly, the Debtor's Estate was damaged by virtue of the claimed conduct. Seery obtained profits and compensation to the detriment of that estate as well as the estate of the Reorganized Debtor, other innocent creditors and HMIT, as former equity and as a contingent Claimant Trust Beneficiary.

F. Declaratory Relief

66. HMIT also seeks declaratory relief pursuant to Fed. R. Bank P. 7001(9). Specifically, HMIT seeks a declaratory judgment that: (a) there is a ripe controversy concerning HMIT's rights and entitlements under the Claimant Trust Agreement; (b) as a general matter, HMIT has standing to bring an action against a trustee even if its interest is considered "contingent;" (c) HMIT's status as a Claimant Trust Beneficiary is fully vested upon disgorgement of the ill-gotten profits of Muck and Jessup, and by extension, Farallon and Stonehill; (d) HMIT's status as a Claimant Trust Beneficiary is fully vested upon the equitable disallowance of the Claims held by Muck and Jessup over and above their initial investments; (e) Seery is properly estopped from asserting that HMIT is not an appropriate party to bring this derivative action on behalf of the Reorganized Debtor and/or the Claimant Trust because of fraudulent conduct, bad faith, willful misconduct, and unclean hands; (f) Muck and Jessup are properly estopped from asserting that HMIT is not an appropriate party to bring this derivative action on behalf of the Reorganized

Debtor and the Claimant Trust because of their fraudulent conduct, bad faith, willful misconduct, and unclean hands; and (g) all of the Proposed Defendants are estopped from asserting that HMIT does not have standing in its individual capacity due to their fraudulent conduct, bad faith, willful misconduct, and unclean hands.

G. HMIT has Direct Standing.

67. The Texas Supreme Court recently held that “a partner or other stakeholder in a business organization has constitutional standing to sue for an alleged loss in the value of its interest in the organization.” *Pike v. Texas EMC Mgt., LLC*, 610 S.W.3d 763, 778 (Tex. 2020). In so holding, the Court considered federal law and found that the traditional “incantation that a shareholder may not sue for the corporation’s injury” is really a question of capacity, which goes to the merits of a claim, rather than an issue of standing that would impact subject matter jurisdiction. *Id.* at 777 (noting that the 5th Circuit and “[o]ther federal circuits agree that a plaintiff has standing to sue for the lost value of its investment in a corporation”). Because Seery, Muck, Jessup, Stonehill, Farallon’s alleged actions devalued HMIT’s interest in the Debtor’s Estate, including, without limitation, payment of excessive compensation to Seery, HMIT has standing to pursue its common law claims directly. HMIT also has direct standing to seek declaratory relief as set forth in the proposed Adversary Proceeding.

VII. Prayer

WHEREFORE, PREMISES CONSIDERED, Hunter Mountain Investment Trust respectfully requests this Court grant HMIT leave authorizing it to file the Adversary Complaint, attached as Exhibit 1, as an Adversary Proceeding in this United States Bankruptcy Court for the Northern District of Texas, in its own name and as a derivative action on behalf of the Debtor Highland Capital Management, L.P., against Muck Holdings, LLC, Jessup Holdings, LLC, Farallon Capital Management, LLC, Stonehill Capital Management, LLC, James P. Seery, Jr., and John Doe Defendants Nos. 1 – 10, and further grant HMIT all such other and further relief to which HMIT may be justly entitled.

Dated: March 28, 2023

Respectfully Submitted,
**PARSONS MCENTIRE MCCLEARY
PLLC**

By: /s/ Sawnie A. McEntire
Sawnie A. McEntire
Texas State Bar No. 13590100
smcentire@pmmlaw.com
1700 Pacific Avenue, Suite 4400
Dallas, Texas 75201
Telephone: (214) 237-4300
Facsimile: (214) 237-4340

Roger L. McCleary
Texas State Bar No. 13393700
rmccleary@pmmlaw.com
One Riverway, Suite 1800
Houston, Texas 77056

Telephone: (713) 960-7315

Facsimile: (713) 960-7347

*Attorneys for Hunter Mountain
Investment Trust*

CERTIFICATE OF CONFERENCE

Beginning on March 24, 2023, and also on March 27, 2023, the undersigned counsel conferred either by telephone or via email with all counsel for all Respondents regarding the relief requested in the foregoing Motion, including John A. Morris on behalf of James P. Seery, and Brent McIlwain on behalf of Muck Holdings LLC, Jessup Holdings LLC, Stonehill Capital Management, and Farallon Capital Management. Mr. Seery is opposed to this Motion. Based upon all communications with Mr. McIlwain, it is reasonably believed his clients are also opposed and we advised him that this recitation would be placed in the certificate of conference.

/s/ Sawnie A. McEntire

Sawnie A. McEntire

CERTIFICATE OF SERVICE

I certify that on the 28th day of March 2023, a true and correct copy of the foregoing Motion was served on all counsel of record or, as appropriate, on the Respondents directly.

/s/ Sawnie A. McEntire

Sawnie A. McEntire

EXHIBIT 2

STINSON LLP
Deborah Deitsch-Perez
Michael P. Aigen
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
Telephone: (214) 560-2201
Facsimile: (214) 560-2203
Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

*Counsel for Plaintiffs The Dugaboy Investment Trust and the
Hunter Mountain Investment Trust*

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

<hr/>	
In re:	§
	§ Chapter 11
	§
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§ Case No. 19-34054-sgj11
	§
Reorganized Debtor.	§
<hr/>	
	§
DUGABOY INVESTMENT TRUST and	§
HUNTER MOUNTAIN INVESTMENT TRUST,	§
	§
Plaintiffs,	§ Adversary Proceeding No.
	§
vs.	§
	§
HIGHLAND CAPITAL MANAGEMENT, L.P. and	§
HIGHLAND CLAIMANT TRUST,	§
	§
Defendants.	§
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**COMPLAINT TO (I) COMPEL DISCLOSURES
ABOUT THE ASSETS OF THE HIGHLAND CLAIMANT TRUST AND
(II) DETERMINE (A) RELATIVE VALUE OF THOSE ASSETS, AND
(B) NATURE OF PLAINTIFFS' INTERESTS IN THE CLAIMANT TRUST**



Plaintiffs The Dugaboy Investment Trust (“Dugaboy”) and Hunter Mountain Investment Trust (“HMIT” and collectively with Dugaboy, the “Plaintiffs”) file this adversary complaint (the “Complaint”) against Defendants Highland Capital Management, L.P. (“HCM” or the “Debtor”) and the Highland Claimant Trust (the “Claimant Trust,” and collectively with HCM, the “Defendants”), seeking: (1) disclosures about all distributions and an accounting of the assets and liabilities currently held in the Claimant Trust; (2) a determination of the value of the assets and liabilities; and (3) declaratory relief setting forth the nature of Plaintiffs’ interests in the Claimant Trust.

PRELIMINARY STATEMENT

1. As holders of Contingent Claimant Trust Interests¹ that vest into Claimant Trust Interests once all creditors are paid in full, and as defendants in litigation pursued by Marc S. Kirschner (“Kirschner”) as Trustee of the Litigation Sub-Trust (which seeks to recover damages on behalf of the Claimant Trust), Plaintiffs file this Complaint to obtain information about the assets and liabilities of the Claimant Trust, which was established to monetize and liquidate the assets of the HCM bankruptcy estate.

2. Defendants’ October 21, 2022, January 24, 2023, and April 21, 2023 post-confirmation reports show that even with inflated claims and below-market sales of assets, cash available – if not squandered in self-serving litigation – is more than enough to pay class 8 and class 9 creditors in full. With more than \$100 million in assets left to monetize (not even counting related party notes), and almost \$550,000 in assets already monetized, even after burning through more than \$100 million in professional fees, there is and was more than enough money to pay the inflated \$387 million in creditor claims the Debtor allowed. These numbers compel the question

¹ Capitalized terms not defined have the meanings set forth herein. If no meaning is set forth herein, the terms have the meaning set forth in the Fifth Amended Plan of Reorganization (as Modified) [Docket No. 1808].

– “What was all of this for, other than to justify outside fees and bonuses for the professionals involved?” See paragraphs 17-18 below. And despite repeated and increasingly specific requests, the Debtor has never provided granular enough information to specifically identify all of the monies raised and where all the money has gone, including another hundred million dollars that appears to be unaccounted. *Id.*

3. Accordingly, Plaintiffs and the entire estate would benefit from a close evaluation of current assets and liabilities. Such evaluation will also show whether assets were marked below appraised value during the pandemic and unreasonably held on the books *at those crisis period values*, along with overstated liabilities, to justify continued litigation. That litigation has served to enable James P. Seery (“Mr. Seery”) and other estate professionals to carefully extract nearly every last dollar out of the estate (along with incentive fees), leaving little or nothing for the owners that built the company.

4. Significantly, Kirschner seems to concede the merits of Plaintiffs’ position. After Plaintiffs began seeking the relief sought herein (originally by way of motion), Kirschner himself sought a stay of the massive litigation he instituted to evaluate whether the estate actually needed to collect additional funds. Plaintiffs and other defendants in that litigation agreed to the stay but could not convince the Debtor to provide the kind of fulsome disclosure that would allow Plaintiffs to evaluate for themselves the status of the estate, which secrecy continues to leave Plaintiffs with suspicions that prevent an overall resolution of the bankruptcy with no further need for indemnification reserves. Rather, Debtor continues to provide summary information that is not sufficient to enable Plaintiffs to determine the amounts of money being spent on administration and litigation, and not sufficient to determine whether if all litigation ceased, the estate could pay all creditors with money to spare for equity. Plaintiffs are especially concerned because the

information they have gleaned suggests inappropriate self-dealing that undermines confidence in the Debtor's financial reporting, making the relief sought herein all the more important.

5. While grave harm has already been done by the Defendants' excessive litigation and unnecessary secrecy, valuation now would at least enable the Court to put an end to this already long-running case and salvage some value for equity. As this Court observed in *In re ADPT DFW Holdings*, where there is significant uncertainty about insolvency, protections must be put in place so that the conduct of the case itself does not deplete the equity. In some cases, the protection is in the form of an equity committee; here a prompt valuation of the estate is needed.

6. Upon information and belief, during the pendency of HCM's bankruptcy proceedings, creditor claims and estate assets have been sold in a manner that fails to maximize the potential return to the estate, including Plaintiffs. Rather, Mr. Seery, first acting as Chief Executive Officer and Chief Restructuring Officer of the Debtor and then as the Claimant Trustee, facilitated the sale of creditor claims to entities that had undisclosed business relationships with Mr. Seery; entities that Mr. Seery knew would approve inflated compensation to him when the hidden but true value of the estate's assets were realized. Because Mr. Seery and the Debtor have failed to operate the estate in the required transparent manner, they have been able to justify pursuit of unnecessary avoidance actions (for the benefit of the professionals involved), even though the assets of the estate, if managed in good faith, should be sufficient to pay all creditors.

7. Further, by understating the value of the estate and preventing open and robust scrutiny of sales of the estate's assets, Mr. Seery and the Debtor have been able to justify actions to further marginalize equity holders that otherwise would be in the money, such as including plan and trust provisions that disenfranchise equity holders such as Plaintiffs by preventing them from having any input or information unless the Claimant Trustee certifies that all other interest holders

have been paid in full. Because of the lack of transparency to date, unless the relief sought herein is granted, there will be no checks and balances to prevent a wrongful failure to certify, much less any process to ensure that the estate has been managed in good faith so as to enable all interest holders, including the much-maligned equity holders, to receive their due.

8. By demonizing the estate equity holders, withholding information, and manipulating the sales of claims and assets, Mr. Seery and the Claimant Trust have maximized the potential for a grave miscarriage of justice and at this time it appears their underhanded plan is succeeding.

9. By June 30, 2022, the estate had \$550 million in cash and approximately \$120 million of other assets despite paying what appears in reports to be over \$60 million in professional fees and selling assets non-competitively, perhaps as much as \$75 million below market price.² As detailed below, total pre-confirmation professional fees are now over \$100 million.

10. On information and belief, the value of the assets in the estate as of June 1, 2022 was:

<u>Highland Capital Assets</u>		<u>Value in Millions</u>	
		<u>Low</u>	<u>High</u>
Cash as of Feb 1, 2022		\$125.00	\$125.00
Recently Liquidated	\$246.30		
Highland Select Equity	\$55.00		
Highland MultiStrat Credit Fund	\$51.44		
MGM Shares	\$26.00		
Portion of HCLOF	\$37.50		
Total of Recent Liquidations	\$416.24	\$416.24	\$416.24
Current Cash Balance		\$541.24	\$541.24
Remaining Assets			
Highland CLO Funding, LTD		\$37.50	\$37.50
Korea Fund		\$18.00	\$18.00
SE Multifamily		\$11.98	\$12.10

² Examples of non-competitive sales are set forth in letters to the United States Trustee dated October 5, 2021, November 3, 2021 and May 11, 2022.

Affiliate Notes ³		\$50.00	\$60.00
Other (Misc. and legal)		\$5.00	\$20.00
Total (Current Cash + Remaining Assets)		\$663.72	\$688.84

11. By June 2022, Mr. Seery had also engineered settlements making the inflated face amount of the major claims against the estate \$365 million, but which traded for significantly less.

Creditor	Class 8	Class 9	Beneficiary	Purchase Price
Redeemer	\$137.0	\$0.0	Claim buyer 1	\$65 million
ACIS	\$23.0	\$0.0	Claim buyer 2	\$8.0
HarbourVest	\$45.0	\$35.0	Claim buyer 2	\$27.0
UBS	\$65.0	\$60.0	Claim buyers 1 & 2	\$50.0
TOTAL	\$270.0	\$95.0		\$150.0 million

12. Mr. Seery made no efforts to buy the claims into the estate or resolve the estate efficiently. Mr. Seery never made a proposal to the residual holders or Mr. Dondero and never responded to the many settlement offers from Mr. Dondero with a reorganization (as opposed to liquidation) plan, even though many of Mr. Dondero's offers were in excess of the amounts paid by the claims buyers.

13. Instead, Mr. Seery brokered transactions enabling colleagues with long-standing but undisclosed business relationships to buy the claims without the knowledge or approval of the Court. Because the claims sellers were on the creditors committee, Mr. Seery and those creditors had been notified that “Creditors wishing to serve as fiduciaries on any official committee are advised that they may not purchase, sell or otherwise trade in or transfer claims against the Debtor while they are committee members absent an order of the Court.” These transactions are particularly suspect because, depending on the claim, the claims buyers paid amounts only fractionally higher, equivalent to, or, in some cases, less than the value the Plan estimated would be paid three years later. Sophisticated claims buyers responsible to investors of their own would

³ Some of the Affiliate Notes should have been forgiven as of the MGM sale and/or have other defenses, but litigation continues over that also.

not pay what appeared to be full price unless they had material non-public information that the claims could and would be monetized for much more than the public estimates made at the time of Plan confirmation – as indeed they have been.

14. On information and belief, Mr. Seery provided such information to claims buyers, rather than buying the claims in to the estate for the roughly \$150 million for which they were sold. By May 2021, when the claims transfers were announced to the Court, the estate had over \$100 million in cash and access to additional liquidity that could have been used to retire the claims for the sale amounts, leaving an operating business in the hands of its equity owners.

15. Specifically, Mr. Seery could and should have investigated seeking sufficient funds from equity to pay all claims and return the estate to the equity holders. This was an obvious path because the estate had assets sufficient to support a \$59 million line of credit, as Mr. Seery eventually obtained. If funds had been raised to pay creditors in the amounts for which claims were sold, much of the massive administrative costs run up by the estate would never have been incurred because the larger amounts would not have been needed. One such avoided cost would be the post-effective date litigation pursued by Mr. Kirschner, as Litigation Trustee for the Litigation Sub-Trust, whose professionals likely charged over \$2000 an hour for senior lawyers and over \$800 an hour for first year associates (data obtained from other cases because there has been no disclosure in the HCM bankruptcy of the cost of the Kirschner litigation). However, buying the claims to resolve the bankruptcy and enabling equity to resume operations would not have had the critical benefit to Mr. Seery that his scheme contained: placing the decision on his incentive bonus, perhaps as much as \$30 million or more, in the hands of grateful business colleagues who received outsized rewards for the claims they were steered into buying. The parameters of Mr. Seery's incentive compensation is yet another item cloaked in secrecy, contrary to the general rule that the

hallmark of the bankruptcy process is transparency. These circumstance show why Plaintiffs are right to be concerned and why it is critical that transparency be achieved.

16. But worse still, even with all of the manipulation that appears to have occurred, Plaintiffs believe that the combination of cash and other assets held by the Claimant Trust in its own name and held in various funds, reserve accounts, and subsidiaries, if not depleted by unnecessary litigation, would still be sufficient to pay all Claimant Trust Beneficiaries in full, with interest now.

17. Set forth below is Plaintiffs’ best estimate of the assets of the estate. Plaintiffs have been seeking information to enable to them to confirm the accuracy of their estimates, but the Debtor has refused to provide the necessary information to do so. Indeed, after the last quarterly report, in which Debtor provided some but not all of the information Plaintiffs were seeking, Plaintiffs sent a revised list, more precisely targeting the remaining information sought. Because Debtor failed to respond, it remained necessary to file this adversary proceeding.

18. This is Plaintiffs’ best estimate of the assets of the Highland estate and its cash flows. It is obvious that even if off by a significant percent, no further litigation to collect assets for the estate is needed to pay creditors. Moreover, the ample solvency of the estate was or should have been obvious to the estate professionals for quite some time, making the substantial cash burn in the estate utterly unconscionable.

Assets	Amount	Backup
HCMLP Assets to be Monetized¹		
As of 3/31/23 (Est.)		
Highland CLO Funding, f/k/a Acis Loan Funding, Ltd. (“HCLOF”)	\$ 25,000,000	Debtor Pleading (re ACIS) Dkt 1235 Filed 08/18/21 p.3n.10 (\$25 m); 3/31/23 DAF Multi-Strat Statement (\$19.5 m est); more value in the 1.0 CLOS (Brentwood – 17%;Gleneagles – 1%;Grayson – 5%;Greenbriar-23%;Liberty-18%;Rockwall-15%)

Highland Multi Strategy Credit Fund, L.P. ("MS")		30,817,992	ADV 3/31/23 (rev 4/24/2023)
Highland Restoration Capital Partners Master LP & Highland Restoration Capital Partners, L.P. ("RCP")		24,192,773	ADV 3/31/23 (rev 4/24/2023)
Stonebridge-Highland Healthcare Private Equity Fund ("Korea Fund")		5,701,330	ADV 3/31/23 (rev 4/24/2023)
SE Multifamily Holdings LLC ("SE Multifamily")		12,400,000	Communications with Debtor that apparently values it higher
Other		5,000,000	Other investments on the post-confirmation report
Assets as of 3/31/21 (Est.)¹		\$ 103,112,095	
HCMLP Monetizations & Management Fees (est.)	Sale date if known		
10/31/19 - 3/31/23 (Est.)			
Targa	October ?, 2021	\$ 37,500,000	Uptick from COVID; market communications
Trussway	Sept. 1, 2022	180,000,000	90% of sales price 200MM, net of debt; need confirmation
Cornerstone	Jan. 23, 2023	132,500,000	Assume 53% of sales price obtained because: HCM owns about 50% of RCP and 60% of Crusader (and assume increase in value of MGM within Cornerstone should have been enough to offset its debt) Sale announced May 12, 2022
SSP	Month/date/2020	18,000,000	Market communications
MGM Direct	Mar. 17, 2022	25,000,000	@ \$145, sale announced May 2021
Petrocap	Aug. 10, 2021	2,684,886	Dkt, 2537, sale motion
Uchi	Aug. 6, 2021	9,750,000	Dkt 2687, sale order
Jefferies Account & DRIP		60,000,000	FV form 206, net of debt, but NXRT moved from \$40-\$80ish; don't know when monetized, so number could be low
Terrell (raw land)		500,000	FV Form 206
Mgmt Fees/Dist/Fund loan repayments (est.)		30,000,000	3 years mgmt fees, misc distributions in MS/RCP/Korea, loan paybacks
Siepe		3,500,000	Market communications
HCLOF		35,000,000	Calculated based on DAF distributions
Total Monetizations & Cash Flows (Est.)		\$ 534,434,886	
Total Assets as of 3/31/23 & Prior Monetizations & Management Fees		\$ 637,546,981	

Cash Roll			
10/31/19 - 3/31/23 (Est.)			
Cash as of 10/31/2019		\$ 2,286,000	
Monetizations & Cash Flows (10/31/19 - 3/31/23)		534,434,886	
Less: Cash on Hand as of 3/31/23		(57,000,000)	ADV 3/31/23
Fees, Distributions & Other Receipts (10/31/19 - 3/31/23) ²		\$ 479,720,886	
Administrative Fees Paid		\$ 100,781,537	Dkt 3756 filed on 4/21/23 (\$33,005,136 for Professional fees (bk); \$7,604,472 for Professional fees (nonbk); \$60,171,929 for all prof fees and exp (Debtor & UCC). Note: this appears to "Preconfirmation." What are the post confirmation amounts?)
Cumulative Payments to Creditors		276,709,651	Dkt 3756 - Unsecured, priority, secured and admin.
Other Unknown Payments or ?		102,229,698	The \$102 million is calculated by subtracting cumulative payments to creditors and known pre conf prof fees and costs from the \$479 million determined above. Where are these funds; what were they used for?
Fees & Distributions Paid (10/31/19 - 3/31/23)		\$ 479,720,886	
¹ Does not include approximately \$70MM in affiliate notes			
² Includes \$100MM of fees paid during bankruptcy			

19. In short, it appears that the professionals representing HCM, the Claimant Trust, and the Litigation Sub-Trust have been litigating claims against Plaintiffs and others, even though the only beneficiaries of any recovery from such litigation would be Plaintiffs in this adversary proceeding (and of course the professionals pressing the claims). It is only the cost of the pursuit of those claims that threatens to depress the value of the Claimant Trust sufficiently to justify continued pursuit of the claims, creating a vicious cycle geared only to enrich the professionals, including Mr. Seery, and to strip equity holders of any meaningful recovery. Even with the stay of

the Kirschner litigation, the Debtor continues to pursue litigation, such as its vexatious litigant motion, and presumably opposing this litigation, that unnecessarily depletes the estate.

20. Based upon the restrictions imposed on Plaintiffs, including the unprecedented inability for Plaintiffs, as holders of Contingent Claimant Trust Interests, to access virtually any financial information related to the Claimant Trust, Plaintiffs have little to no insight into the value of the Claimant Trust assets versus the Claimant Trust's obligations and no method to independently ascertain those amounts until Plaintiffs become Claimant Trust Beneficiaries. Because Mr. Seery and the professionals benefiting from Mr. Seery's actions have ensured that Plaintiffs are in the dark regarding the estate's assets and liabilities, as well as the estate's professional and incentive fees that are rapidly depleting the estate, there is a compelling need for the relief sought herein.

21. In bringing this Complaint, Plaintiffs are seeking transparency about the assets currently held in the Claimant Trust and their value—information that would ultimately benefit all creditors and parties-in-interest by moving forward the administration of the Bankruptcy Case.

JURISDICTION AND VENUE

22. This adversary proceeding arises under and relates to the above-captioned Chapter 11 bankruptcy case (the "Bankruptcy Case") pending before the United States Bankruptcy Court for the Northern District of Texas (the "Court").

23. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

24. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(A) and (O).

25. In the event that it is determined that the Court, absent consent of the parties, cannot enter final order or judgments over this matter, Plaintiffs do not consent to the entry of a final order by the Court.

THE PARTIES

26. Dugaboy is a trust formed under the laws of Delaware.
27. HMIT is a trust formed under the laws of Delaware.
28. HCM is a limited partnership formed under the laws of Delaware with a business address of 100 Crescent Court, Suite 1850, Dallas, Texas 75201.
29. The Claimant Trust is a statutory trust formed under the laws of Delaware with a business address of 100 Crescent Court, Suite 1850, Dallas, Texas 75201.

CASE BACKGROUND

30. On October 16, 2019 (the “Petition Date”), HCM, a 25-year Delaware limited partnership in good standing, filed for Chapter 11 restructuring in the United States Bankruptcy Court for the District of Delaware.

31. At the time of its chapter 11 filing, HCM had approximately \$400 million in assets (ultimately monetized for much more as a result of market events, such as the sale of HCM’s portfolio companies for substantial profits, as was always planned by Mr. Dondero) and had only insignificant debt owing to Jeffries, with whom it had a brokerage account, and one other entity, Frontier State Bank. [Dkt. No. 1943, ¶ 8]. HCM’s reason for seeking bankruptcy protection was to restructure judgment debt stemming from an adverse arbitration award of approximately \$190 million issued in favor of the Redeemer Committee of the Crusader Funds, which, after offsets and adjustments, would have been resolved for about \$110 million. Indeed, the Redeemer Committee sold its claim for about \$65 million, well below the expected \$110 million,⁴ and indeed, even below amounts for which Dondero offered to buy the claim.

⁴ Reports that Redeemer Committee was paid \$78 million note that in addition to the claim, the Committee sold other assets as well, which on information and belief, amounted to about \$13 million.

32. At the urging of the newly-appointed Unsecured Creditors Committee (the “Committee”), and over the objection of HCM and its management, the Delaware Bankruptcy Court transferred the bankruptcy case to this Court on December 4, 2019. It seems likely that the creditors sought this transfer to take advantage of antipathy the Court had exhibited to HCM and its management in the ACIS bankruptcy.⁵ Shortly after the transfer, and likewise influenced by the adverse characterizations of HCM management in the ACIS bankruptcy, the U.S. Trustee, notwithstanding the Debtor’s apparent solvency, sought appointment of a chapter 11 trustee.

33. To avoid the appointment of a chapter 11 trustee and the potential liquidation of a potentially solvent estate, the Committee and the Debtor agreed that Strand Advisors, Inc., HCM’s general partner, would appoint a three-member independent board (the “Independent Board”) to manage HCM during its bankruptcy. The three board members were:

- a. James P. Seery, Jr. – (who was selected by arbitration awardee and Committee member, the Redeemer Committee);
- b. John Dubel – (who was selected by Committee member UBS); and
- c. Former Judge Russell Nelms – (who was selected by the Debtor).

34. The Bankruptcy Court almost immediately and then repeatedly let the Debtor’s professionals know that its feelings about Mr. Dondero and other equity holders had not changed – a disclosure that led inexorably to the many acts that now threaten to wipe out entirely the value of the equity. For example, at one of the earliest hearings, the Court rejected recommendations by

⁵ For example, at a hearing in Delaware Bankruptcy Court on the Motion to Transfer Venue to this Court, Mr. Pomerantz, counsel for Debtor stated, “The debtor filed the case in this district because it wanted a judge to preside over this case that would look at what’s going on with this debtor, with this debtor’s management, this debtor’s post-petition conduct, without the baggage of what happened in a previous case, which contrary to what Acis and the committee says, has very little do with this debtor.” [December 2, 2019 Hearing Transcript at 79, Case No. 19012239 (CSS), Docket No. 181]. The taint of the ACIS case can be seen in that, without having read or even seen the supposedly offending complaint, during the ACIS case Judge Jernigan called Mr. Dondero not just vexatious, but “transparently vexatious,” for allegedly having sued Moody’s for failing to downgrade certain CLOs that ACIS had been manipulating in violation of its indentures and even though the Plaintiff in the supposedly offending case was not Mr. Dondero or any company he controlled [September 23, 2020 Hearing Transcript at 51-52, In re Acis Capital Management, L.P. and Acis Capital Management GP, LLC, Case No. 18-30264-SGJ-11, Docket No. 1186].

Judge Nelms, suggesting he was bamboozled because he was under management's spell. Specifically, Judge Jernigan admitted that normally "Bankruptcy Courts should defer heavily to the reasonable exercise of business judgment by a board... But I'm concerned that Dondero or certain in-house counsel has -- you know, they're smart, they're persuasive... they have exercised their powers of persuasion or whatever to make the Board and the professionals think that there is some valid prospect of benefit to Highland with these [actions], when it's really all about . . . Mr. Dondero." [February 19, 2020 Hearing Transcript at 177.]

35. At around the same time that the Court telegraphed animus towards Mr. Dondero, it also squelched oversight by responsible professionals who could and would have ensured transparency. When the Committee and the Debtor reported to the Court that they had agreed to use Judge Jones and Judge Isgur in Houston as mediators to potentially resolve the bankruptcy case, Judge Jernigan stated that she was "surprised that Judge Jones' or Judge Isgur's staff expressed that they had availability." Debtor's counsel then asked if he could independently follow up with staff for Judges Jones and Isgur regarding their availabilities, and Judge Jernigan said, "I'll take it from here." Six days later, Judge Jernigan simply said, "my continued thought on that [mediation by Judges Jones and Isgur] is that they just don't have meaningful time." [July 14, 2020 Hearing Transcript at 121.] In retrospect, this avoided scrutiny of the case by professionals who would recognize and potentially curtail the Court's unprecedented, immediately biased conduct of the case. This sent a powerful message to Mr. Seery and the other professionals who developed strategies to enrich themselves to the detriment of any possibility of a quick reorganization with equity regaining control.

36. Meanwhile, not realizing the turn the bankruptcy was about to take, Mr. Dondero had agreed to step down as CEO of the Debtor and to the appointment of an Independent Board only

because he was assured that new, independent management would expedite an exit from bankruptcy, preserve the Debtor's business as a going concern, and retain and compensate key employees whose work was critical to ensuring a successful reorganization.

37. None of that happened. Almost immediately, Mr. Seery emerged as the *de facto* leader of the Independent Board. On July 14, 2020, the Court retroactively appointed Mr. Seery Chief Executive Officer and Chief Restructuring Officer, vesting him with the fiduciary responsibilities of a registered advisor to investors and fiduciary responsibilities to the estate. [Dkt. No. 854]. And although Mr. Seery publicly represented that he intended to restructure and preserve HCM's business, privately he was engineering a much different plan.

38. Mr. Seery's public-facing statements stand in stark contrast to what actually happened under his direction and control. For example, Mr. Seery initially reported consistently positive reviews of the Debtor's employees, describing the Debtor's staff as a "lean" and "really good team." He also testified: "My experience with our employees has been excellent. The response when we want to get something done, when I want to get something done, has been first-rate. The skill level is extremely high."

39. Yet, despite these glowing reviews, Mr. Seery failed to put a key employee retention program into place, and although key employees supported Mr. Seery and the Debtor through the plan process, ultimately Mr. Seery fired most of those employees. It was clear that Mr. Seery was firing anyone with perceived loyalty to Mr. Dondero, no doubt leaving remaining staff fearful of challenging Mr. Seery, lest they too be fired.

40. From the start, and before there was much litigation to speak of, the Court regularly referred to Mr. Dondero and related parties as "vexatious litigants," emboldening the Debtor to do the same, even while admitting it had not presented evidence that Mr. Dondero was a vexatious

litigant. This was plainly a carryover from the ACIS case where the Court labelled Mr. Dondero a “transparently” vexatious litigant based on pleadings she had only heard about from parties opposing Dondero and admittedly had not read herself. Ironically, the first time Mr. Dondero was labeled “vexatious” by the Court in the HCM case, he was defending himself from three lawsuits initiated by the Debtor and had commented on proposed settlements in the case, but had not himself initiated any actions in the case. Thereafter, though, the Debtor and its professionals repeated the mantra that Dondero and his companies were vexatious litigants to successfully oppose sharing information about the estate with them.

41. In addition to the Debtor’s mistreatment of employees, under the control of the Independent Board, most of the ordinary checks and balances that are the hallmark of bankruptcy were ignored. Despite providing regular and robust financial information to the Committee, the Debtor inexplicably failed and refused to file quarterly 2015.3 reports, leaving stakeholders, including Plaintiffs, in the dark about the value of the estate and the mix of assets it held, bought or sold. Amplifying the lack of transparency, Mr. Seery further engineered transactions that also served to hide the real value of the estate.

42. For example, he authorized the Debtor to settle the claims of HarbourVest (which claims had initially been valued at \$0) for \$80 million, in order to acquire HarbourVest’s interest in Highland CLO Funding, Ltd. (“HCLOF”), gain HarbourVest’s vote in favor of its Plan, and hide the value of Debtor’s interest in HCLOF by placing it into a non-reporting subsidiary. This created another pocket of non-public information because the pleadings supporting the 9019 settlement valued the HCLOF interest at \$22 million, when, on information and belief, it was worth \$34.1 million at the time, about \$40 million when the settlement was consummated, and over \$55 million 90 days later when the MGM sale was announced.

43. At the same time, Mr. Seery and the Independent Board deliberately shut out equity holders from any discussion surrounding the plan of reorganization or HCM's efforts to emerge from bankruptcy as a going concern. Indeed, as noted above, Mr. Seery failed to meaningfully respond to the many proposals made by residual equity holders to resolve the estate and never encouraged any dialogue between creditors and equity holders. These failures only contributed to the difficulty of getting stakeholders' buy-in for a reorganization plan and significantly undermined an efficient exit from bankruptcy.

44. Worse still, while knowing that HCM had sufficient resources to emerge from bankruptcy as a going concern (and, on information and belief, while knowing that the estate was solvent), Mr. Seery and the Independent Board failed to propose any plan of reorganization that contemplated HCM's continued post-confirmation existence. Instead, and inexplicably, the very first plan proposed contemplated liquidation of the company, as did all subsequent plans.

45. While secretly engineering the total destruction of HCM, Mr. Seery also privately settled multiple proofs of claim against the estate at inflated levels that were unreasonable multiples of the Debtor's original estimates. He did this notwithstanding the Debtor's early and vehement objection to many of the claims as baseless. But instead of litigating those objections in a manner that would have exposed the true value of the claims, on information and belief, Mr. Seery settled the claims as a means of brokering sales of the claims at 50-60% of their face values. That is, the inflated values softened up claims sellers to induce them to sell. Had the Debtor instead fought the inflated proofs of claim in open court, it could have settled the claims for closer to true value and ensured that the estate had sufficient resources to pay them.

46. It is also no coincidence that virtually all original proofs of claim were sold to buyers that had prior business relationships with Mr. Seery and/or affiliates of Grosvenor (a

company with which Mr. Seery has a long personal history)—buyers that ultimately would be positioned to approve a favorable compensation and bonus structure for Mr. Seery.

47. That the claims sales happened at all is curious in light of the scant publicly-available information about the value of the estate. It would have been impossible, for example, for any of the claims buyers to conduct even modest due diligence to ascertain whether the purchases made economic sense. In fact, the publicly-available information purported to show a net decrease in the estate’s asset value by approximately \$200 million in a matter of months during the global pandemic. Dkt. 2949. Given the sophistication of the claims-buyers, their purchases of claims at prices that in some cases exceeded published expected recoveries (according to the schedules then available to the public) would only make sense if they obtained inside information regarding the transactions undertaken by Debtor management that would justify the transfer pricing.

48. And indeed, the claims could and would be monetized for much more than the publicly-available information suggested (as only one with inside information would know). In October 2022, \$250 million was paid to Class 8 holders. That is about 85% of the inflated proofs of claim and \$90 million more than plan projections. On information and belief, claims buyers have thus had an over 170% annualized return thus far, with more to come. On information and belief, Mr. Seery will use this “success” to justify an incentive bonus estimated in the range of \$30 million or more, while engineering the estate to prevent equity holders from objecting or even knowing.

49. At the same time, the Claimant Trust has made no distributions to Contingent Claimant Trust Interest holders and has argued in various proceedings that no such distributions are likely. No wonder. The cost of holding open the estate, including unnecessary litigation costs,

appears to have exceeded \$140 million post-confirmation, and seems geared to ensure that no such distributions can occur, even though it can now be projected that the litigation is not needed to pay creditors. *See* Docket No. 3410-1.

50. It is worth noting that it appears that virtually all of the claims trades brokered on behalf of Committee members seem to have occurred while those entities remained on the Committee. Yet at the outset of their service, Committee members were instructed by the United States Trustee that “Creditors wishing to serve as fiduciaries on any official committee are advised that they may *not* purchase, sell or otherwise trade in or transfer claims against the Debtor while they are committee members absent an order of the Court.” Thus, the claims trades violated Committee members’ fiduciary duty to the estate while lining the pockets of Mr. Seery and other Debtor professionals, to the detriment of creditors and residual equity holders.

51. The sales of claims were not the only transactions shrouded in secrecy. As further detailed in other litigation, assets were sold with insufficient disclosures, no competitive bidding, no data room, and without inviting equity (which may have at one time had the knowledge to make the highest bid) to participate in the sales process. Indeed, on occasion assets were sold for amounts less than Mr. Dondero’s written offers. This exacerbated the harms caused by the lack of transparency characterized by the Court’s indifference to the Debtor’s complete failure to abide by its Rule 2015 disclosure obligations.

52. In short, the lack of transparency combined with at least the appearance of bias, if not actual bias of the Bankruptcy Court, emboldened and enabled an opportunistic CRO to manipulate the bankruptcy to enrich himself, his long-time business associates, and the professionals continuing to litigate to collect fees to pay claims that, but for that manipulation, could have been resolved with money left over for equity.

STATEMENT OF FACTS

A. Plaintiffs Hold Contingent Claimant Trust Interests

53. As of the Petition Date, HCM had three classes of limited partnership interests (Class A, Class B, and Class C). *See* Disclosure Statement [Docket No. 1473], ¶ F(4).

54. The Class A interests were held by Dugaboy, Mark Okada (“Okada”), personally and through family trusts, and Strand Advisors, Inc. (“Strand”), HCM’s general partner. The Class B and C interests were held by HMIT. *Id.*

55. In the aggregate, HCM’s limited partnership interests were held: (a) 99.5% by HMIT; (b) 0.1866% by Dugaboy, (c) 0.0627% by Okada, and (d) 0.25% by Strand.

56. On February 22, 2021, the Court entered the Order (i) Confirming the Fifth Amended Plan of Reorganization (as Modified) and (ii) Granting Related Relief [Docket No. 1943] (the “Confirmation Order”) [Docket No. 1808] (the “Plan”).

57. In the Plan, General Unsecured Claims are Class 8 and Subordinated Claims are Class 9. *See* Plan, Article III, ¶ H(8) and (9).

58. In the Plan, HCM classified HMIT’s Class B Limited Partnership Interest and Class C Limited Partnership Interest (together, Class B/C Limited Partnership Interests) as Class 10, separately from that of the holders of Class A Limited Partnership Interests, which are Class 11 and include Dugaboy’s Limited Partnership Interest. *See* Plan, Article III, ¶ H(10) and (11).

59. According to the Plan, Contingent Claimant Trust Interests distributed to the Holders of Class A Limited Partnership Interests are subordinate to the Contingent Claimant Trust Interests distributed to the Holders of Class B/C Limited Partnership Interests. *See* Plan, Article I, ¶44.

60. In the Confirmation Order, the Court found that the Plan properly separately classified those equity interests because they represent different types of equity security interests in HCM and

different payment priorities pursuant to that certain Fourth Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P., dated December 24, 2015, as amended (the “Limited Partnership Agreement”). Confirmation Order, ¶36; Limited Partnership Agreement, §3.9 (Liquidation Preference).

61. The Court overruled objections to the Plan lodged by entities it deemed related to Mr. Dondero, including Dugaboy. In doing so, the Court acknowledged that Dugaboy has a residual ownership interest in HCM and therefore “technically” had standing to object to the Plan. *See* Confirmation Order, ¶¶ 17-18.

62. Based on the Debtor’s financial projections at the time of confirmation, however, the Court found that the plan objectors’ “economic interests in the Debtor appear to be extremely remote.” *Id.*, ¶ 19; *see also id.*, ¶ 17 (“the remoteness of their economic interests is noteworthy”).

63. The Plan went Effective (as defined in the Plan) on August 11, 2021, and HCM became the Reorganized Debtor (as defined in the Plan) on the Effective Date. *See* Notice of Occurrence of the Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. [Docket No. 2700].

64. The Plan created the Claimant Trust, which was established for the benefit of Claimant Trust Beneficiaries, which is defined to mean:

the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, including, upon Allowance, Disputed General Unsecured Claims and Disputed Subordinated Claims that become Allowed following the Effective Date, and, only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent all Allowed unsecured Claims, excluding Subordinated Claims, have been paid in full post-petition interest from the Petition Date at the Federal Judgment Rate in accordance with the terms and conditions set forth in the Claimant Trust Agreement and all Disputed Claims in Class 8 and Class 9 have been resolved, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests

See Plan, Article I, ¶27; *see also* Claimant Trust Agreement, Article I, 1.1(h).

65. Plaintiffs hold Contingent Claimant Trust Interests, which will vest into Claimant Trust Interests upon infeasible payment of Allowed Claims.

66. Depending on the realization of asset value less debts, Plaintiffs may become Claimant Trust Beneficiaries.

67. The Post Confirmation Quarterly Reports for the First Quarter of 2023 [Docket No. 3756 and 3757], show distributions of \$270,205,592 to holders of general unsecured claims, which is 68% of the total allowed general unsecured claims of \$397,485,568. This amount is far greater than was anticipated at the time of confirmation of the Plan. About \$277 million has been distributed to creditors when secured, priority and administrative creditors are also considered.

B. Debtor Has Failed To Disclose Claimant Trust Assets

68. Upon information and belief, the value of the estate, as held in the Claimant Trust, has changed markedly since Plan confirmation. Not only have many of the assets held by the estate fluctuated in value based on market conditions, with some increasingly in value dramatically, but Plaintiffs are aware that many of the major assets of the estate have been liquidated or sold since Plan confirmation, locking in increased value to the estate.

69. The estate is solvent and has always been solvent. Nonetheless, Mr. Seery has remained committed to maximizing professional fees and incentive fees by increasing the total claims amount to justify litigation to satisfy those inflated claims.

70. As noted above, by June of 2022, starting with \$125 million in cash, the estate liquidated other assets of over \$416 million, building a cash war chest of over \$541 million. Thus, with the remaining less-liquid assets, the total value of the estate's assets as of June 2022 was over \$600 million, excluding related party notes.

71. Contrasting those assets with the claims against the estate demonstrates that further collection of assets was (and is) unnecessary.

72. As set forth above, while the inflated face amount of the claims sold was \$365 million, the sale price was about \$150 million. The estate therefore easily had the resources to retire the claims for the sale amounts, leaving an operating business in the hands of its equity owners.

73. Instead, Mr. Seery liquidated estate assets at less-than-optimal prices, without competitive process, without including residual equity holders, and in all cases required strict non-disclosure agreements from the buyers to prevent any information flowing to the public, the residual equity, or the Court. This uncharacteristic secrecy enabled Mr. Seery and the professionals to maintain the delicate balance of keeping just enough assets to pay professionals and incentive fees but still maintain the pretense that further litigation was needed.

74. Each effort by Plaintiffs, Mr. Dondero and related companies to obtain information to assess whether interference was necessary to stop the continued looting has been vigorously opposed, and ultimately rejected by an apparently biased Court. Plaintiffs were unable to cause the Debtor to provide the most basic of reports, including Rule 2015 statements, and Plaintiffs' efforts to obtain even the most basic details regarding asset sales and professional fees have all been denied. Rather, such details are in the hands of a select few, such as the Oversight Board of the Claimant Trust.

75. The Plan requires the Claimant Trustee to determine the fair market value of the Claimant Trust Assets as of the Effective Date and to notify the applicable Claimant Trust Beneficiaries of such a valuation, as well as distribute tax information to Claimant Trust Beneficiaries as appropriate. *See* Plan, ¶Art. IV(B)(9).

76. But no like information regarding valuation of the Claimant Trust Assets is available to Plaintiffs as holders of Contingent Claimant Trust Interests, even though Plaintiffs, as contingent beneficiaries of a Delaware statutory trust, are entitled to financial information relating to the trust.

C. Plaintiffs Are Kirschner Adversary Proceeding Defendants

77. On October 15, 2021, Marc S. Kirschner, as Litigation Trustee of the Litigation Sub-Trust, commenced the Kirschner Adversary Proceeding against twenty-three defendants, including Plaintiffs, alleging various causes of action. *See Marc S. Kirschner, as Litigation Trustee of the Litigation Sub-Trust vs. James Dondero, et al.*, Adv. Pro. No. 21-03076-sgj, Adv. Proc. No. 21-03076, Docket No. 1 (as amended by Docket No. 158).

78. The Litigation Sub-Trust was established within the Claimant Trust as a wholly owned subsidiary of the Claimant Trust for the purpose of investigating, prosecuting, settling, or otherwise resolving the Estate Claims, with any proceeds therefrom to be distributed by the Litigation Sub-Trust to the Claimant Trust for distribution to the Claimant Trust Beneficiaries. *See Plan, Article IV, ¶ (B)(4).*

79. Any recovery from the Kirschner Adversary Proceeding will be distributed to Claimant Trust Beneficiaries.

80. Depending on the realization of asset value less debts, Plaintiffs may become Claimant Trust Beneficiaries.

81. The Litigation Sub-Trust is pursuing claims against Plaintiffs in the Kirschner Adversary Proceeding, which, if they become Claimant Trust Beneficiaries, would be the recipients of distributions of such recovery (less the cost of litigation). Therefore, Plaintiffs require the requested information in order to properly analyze and evaluate the claims asserted against

them in the Kirschner Adversary Proceeding and to determine whether those claims have any validity.

FIRST CLAIM FOR RELIEF
(Disclosures of Claimant Trust Assets and Request for Accounting)

82. Plaintiffs repeat and re-allege the allegations in each of the foregoing paragraphs as though fully set forth herein.

83. Due to the lack of transparency into the assets of the Claimant Trust, Plaintiffs are unable to determine whether their Contingent Claimant Trust Interests may vest into Claimant Trust Interests.

84. Certain information about the Claimant Trust Assets has already been provided to others, including Claimant Trust Beneficiaries and the Oversight Board for the Claimant Trust.

85. Information about the Claimant Trust Assets would help Plaintiffs evaluate whether settlement of the Kirschner Adversary Proceeding and other proceedings is feasible, which would further the administration of the bankruptcy estate, benefitting all parties in interest.

86. This Court specifically retained jurisdiction to ensure that distributions to Holders of Allowed Equity Interests are accomplished pursuant to the provisions of the Plan. *See* Plan, Article XI.

87. The Plan provides that distributions to Allowed Equity Interests will be accomplished through the Claimant Trust and Contingent Claimant Trust Interests. *See* Plan Article III, (H)(10) and (11).

88. The Defendants should be compelled to provide information regarding the Claimant Trust assets, including the amount of cash and the remaining non-cash assets, and details of all transactions that have occurred since the wall of silence was erected, and all liabilities.

SECOND CLAIM FOR RELIEF
(Declaratory Judgment Regarding Value of Claimant Trust Assets)

89. Plaintiffs repeat and re-allege the allegations in each of the foregoing paragraphs as though fully set forth herein.

90. Once Defendants are compelled to provide information about the Claimant Trust assets, Plaintiffs seek a determination from the Court of the relative value of the Claimant Trust assets compared to the bankruptcy estate obligations.

91. If the value of the Claimant Trust assets exceeds the obligations of the estate, then several pending adversary proceedings aimed at recovering value for HCM's estate can be justly deemed unnecessary to pay creditors in full. As such, the pending adversary proceedings could be brought to a swift close, allowing creditors to be paid and the Bankruptcy Case to be brought to a close, ultimately stopping the bloodshed.

92. In addition, professionals associated with the estate—including but not limited to Mr. Seery, Pachulski, Development Specialists, Inc., Kurtzman Carson Consultants, Quinn Emanuel, Mr. Kirschner, and Hayward & Associates—are continuing to incur and receive millions of dollars a month in professional fees, thereby further eroding an estate that is either solvent or could be bridged by a settlement that would pay the spread between current assets and current allowed creditor claims. Fees for Pachulski range from \$460 an hour for associates to \$1,265 per hour for partners, and fees for Quinn Emanuel lawyers range from \$830 an hour for first year associate to over \$2100 per hour for senior partners. At these rates, depletion of the estate will occur rapidly.

THIRD CLAIM FOR RELIEF

(Declaratory Judgment and Determination Regarding Nature of Plaintiff's Interests)

93. Plaintiffs repeat and re-allege the allegations in each of the foregoing paragraphs as though fully set forth herein.

94. In the event that the Court determines that the Claimant Trust assets exceed the obligations of the bankruptcy estate in an amount sufficient so that all Allowable Claims may be indefeasibly paid, Plaintiffs seek a declaration and a determination that the conditions are such that their Contingent Claimant Trust Interests are likely to vest into Claimant Trust Interests, making them Claimant Trust Beneficiaries.⁶

95. Such a declaration and a determination by the Court would further assist parties in interest, such as Plaintiffs, to ascertain whether the estate is capable of paying all creditors in full and also paying some amount to residual interest holders, as contemplated by the Plan and the Claimant Trust Agreement.

WHEREFORE, Plaintiffs pray for judgment as follows:

- (i) On the First Claim for Relief, Plaintiffs seek an order compelling Defendants to disclose the assets currently held in the Claimant Trust, transactions completed that affect the Claimant Trust directly or indirectly, and all liabilities of the Claimant Trust;; and
- (ii) On the Second Claim for Relief, Plaintiffs seek a determination of the relative value of those assets in comparison to the claims of the Claimant Trust Beneficiaries; and
- (iii) On the Third Claim for Relief, Plaintiffs seek a determination that the conditions are such that all current Claimant Trust Beneficiaries could be paid in full, with

⁶ To be clear, Plaintiffs do not ask the Court to determine that they are Claimant Trust Beneficiaries or otherwise to convert their contingent interests into non-contingent interests. All of that must be done according to the terms of the Plan and the Claimant Trust Agreement.

such payment causing Plaintiffs' Contingent Claimant Trust Interests to vest into
Claimant Trust Interests; and

(iv) Such other and further relief as this Court deems just and proper.

Dated: May 10, 2023

Respectfully submitted,

STINSON LLP

Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

*Counsel for The Dugaboy Investment Trust
and the Hunter Mountain Investment Trust*

EXHIBIT 3



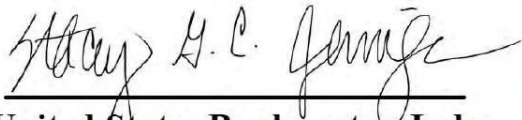
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed August 25, 2023


United States Bankruptcy Judge

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

IN RE:

HIGHLAND CAPITAL MANAGEMENT, L.P.,
Reorganized Debtor.

§
§
§
§
§

Chapter 11

Case No. 19-34054-sgj-11

**MEMORANDUM OPINION AND ORDER PURSUANT TO PLAN “GATEKEEPER
PROVISION” AND PRE-CONFIRMATION “GATEKEEPER ORDERS”: DENYING
HUNTER MOUNTAIN INVESTMENT TRUST’S EMERGENCY MOTION FOR
LEAVE TO FILE VERIFIED ADVERSARY PROCEEDING¹
[BANKR. DKT. NOS. 3699, 3760, 3815, and 3816]**

I. INTRODUCTION

BEFORE THIS COURT is yet another post-confirmation dispute relating to the Chapter 11 bankruptcy case of Highland Capital Management, L.P. (“Highland” or “Reorganized Debtor”).

¹ On August 2, 2023, this court signed an Order [Bankr. Dkt. No. 3897] that was agreed to among various parties, after the filing of a Motion to Stay and Compel Mediation [Bankr. Dkt. No. 3752] filed by James D. Dondero and related entities. Pursuant to paragraph 7 of that order, certain pending matters in the bankruptcy court are stayed pending mediation. The parties did not agree to stay the matter addressed in this Memorandum Opinion and Order.



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It is now more than two and half years since the confirmation of Highland’s Plan²—the Plan having been confirmed on February 22, 2021.³ The Plan was never stayed; it went effective on August 11, 2021 (“Effective Date”), and it was affirmed almost in its entirety by the United States Court of Appeals for the Fifth Circuit (“Fifth Circuit”), in late summer 2022, including an approval of the so-called Gatekeeper Provision⁴ therein. The Gatekeeper Provision—and how and whether it should now be exercised or interpreted to allow a certain lawsuit to be filed—is at the heart of the current *Emergency Motion for Leave to File Verified Adversary Proceeding* [Bankr. Dkt. Nos. 3699, 3760, 3815, 3816] (collectively, the “Motion for Leave”) filed by a movant known as Hunter Mountain Investment Trust (“HMIT”).

A. *Who is the Movant, HMIT?*

Who is HMIT? It is undisputed that it is a former equity owner of Highland. It held 99.5% of Highland’s Class B/C limited partnership interests and was classified in a Class 10 under the confirmed Plan, which class treatment provided it with a contingent interest in the Highland Claimant Trust (“Claimant Trust”) created under the Plan, and as defined in the Claimant Trust Agreement. This means that HMIT could receive consideration under the Plan if all claims against Highland are ultimately paid in full, with interest. As later further discussed, it is undisputed that

² Capitalized terms not defined in this introduction shall have the meaning ascribed to them below.

³ The court entered its *Order (I) Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) and (II) Granting Related Relief* (“Confirmation Order”)[Bankr. Dkt. No. 1943].

⁴ In an initial opinion dated August 19, 2022, the Fifth Circuit affirmed the Confirmation Order in large part, “revers[ing] only insofar as the plan exculpates certain non-debtors in violation of 11 U.S.C. § 524(e), strik[ing] those few parties from the plan’s exculpation, and affirm[ing] on all remaining grounds.” *In re Highland Capital Management, L.P.*, No. 21-10449, 2022 WL 3571094, at *1 (5th Cir. Aug. 19, 2022). On September 7, 2022, following a petition for limited panel rehearing filed by certain appellants on September 2, 2022, “for the limited purpose of clarifying and confirming one part of its August 19, 2022 opinion,” the Fifth Circuit withdrew its original opinion and replaced it with its opinion reported at *NexPoint Advisors, L.P. v. Highland Capital Mgmt., L.P. (In re Highland Capital Mgmt., L.P.)*, 48 F.4th 419, 424 (5th Cir. 2022). The substituted opinion differed from the original opinion only by the replacement of one sentence from section “IV(E)(2) – *Injunction and Gatekeeper Provisions*” of the original opinion: “The injunction and gatekeeper provisions are, on the other hand, perfectly lawful.” was replaced with “We now turn to the Plan’s injunction and gatekeeper provisions.” In all other respects, the Fifth Circuit panel’s original ruling remained unchanged. Petitions for writs of certiorari regarding the Confirmation Order have been pending at the United States Supreme Court since January 2023.

HMIT's only asset is its contingent interest in the Claimant Trust. It has no employees or revenue. HMIT's representative has testified that HMIT is liable on more than \$62 million of indebtedness owed to The Dugaboy Investment Trust ("Dugaboy"), a family trust of which James Dondero ("Dondero"), the co-founder and former chief executive officer ("CEO") of Highland, and his family members are beneficiaries, and that Dugaboy also is paying HMIT's legal fees. HMIT vehemently disputes the suggestion that it is controlled by Dondero.

B. What Does the Movant HMIT Seek Leave to File?

HMIT seeks leave to file an adversary proceeding ("Proposed Complaint")⁵ in the bankruptcy court to bring claims on behalf of itself and, derivatively, on behalf of the Reorganized Debtor and the Claimant Trust for alleged breach of fiduciary duties by the Reorganized Debtor's CEO and Claimant Trustee, James P. Seery, Jr. ("Seery") and conspiracy against: (1) Seery; and (2) purchasers of \$365 million face amount of *allowed* unsecured claims in this case, who purchased their claims post-confirmation but prior to the occurrence of the Effective Date of the Plan ("Claims Purchasers,"⁶ and with Seery, the "Proposed Defendants"). To be clear (and as later further explained), the claims acquired by the Claims Purchasers were acquired by them after extensive litigation, mediation, and settlements were approved by the bankruptcy court and after the original claims-holders had voted on the Plan and after Plan confirmation. As later explained,

⁵ In its original Motion for Leave filed at Bankruptcy Docket No. 3699 on March 28, 2023, HMIT sought leave to file the proposed complaint ("Initial Proposed Complaint") attached as Exhibit 1 to the Motion for Leave. Nearly a month later, on April 23, 2023, HMIT filed a *Supplement to Emergency Motion for Leave to File Verified Adversary Proceeding* ("Supplement") [Bankr. Dkt. No. 3760], a revised proposed complaint as Exhibit 1-A, and stating that "[t]he Supplement is not intended to supersede the [Motion for Leave]; rather, it is intended as a supplement to address procedural matters and to bring forth additional facts that further confirm the appropriateness of the derivative action." Supplement, ¶ 1 and Exhibit 1-A. It is this revised proposed complaint to which this court will refer, when it uses the defined term "Proposed Complaint," even though HMIT filed redacted versions of its Motion for Leave on June 5, 2023 at Bankruptcy Docket Nos. 3815 and 3816 that attached the Initial Proposed Complaint as Exhibit 1.

⁶ The Claims Purchasers identified in the Proposed Complaint are Farallon Capital Management, LLC ("Farallon"); Muck Holdings, LLC ("Muck"), which is a special purpose entity created by Farallon to purchase allowed unsecured claims against Highland; Stonehill Capital Management, LLC ("Stonehill"); and Jessup Holdings, LLC ("Jessup"), which is a special purpose entity created by Stonehill to purchase allowed unsecured claims against Highland.

the Claims Purchasers filed notices of their purchases as required by Bankruptcy Rule 3001(e)(2), and no objections were filed thereto. In any event, various damages or remedies are sought against the Proposed Defendants revolving around the Claims Purchasers' claims purchasing activities.

C. Why Does HMIT Need to Seek Leave?

As alluded to above, HMIT filed its Motion for Leave to comply with the provision in the Plan known as a "gatekeeper" provision ("Gatekeeper Provision") and with this court's prior gatekeeper orders entered in January and July 2020, which all require that, before a party may commence or pursue claims relating to the bankruptcy case against certain protected parties, it must first obtain (1) a finding from the bankruptcy court that its proposed claims ("Proposed Claims") are "colorable"; and (2) specific authorization by the bankruptcy court to pursue the Proposed Claims.⁷ The Gatekeeper Provision was not included in the Plan *sans raison*. Indeed, as the Fifth Circuit recognized in affirming confirmation of the Plan, the Gatekeeper Provision (along with the other "protection provisions" in the Plan) had been included in the Plan to address the "continued litigiousness" of Mr. James Dondero ("Dondero"), Highland's co-founder and former chief executive officer ("CEO"), that began prepetition and escalated following the post-petition "nasty breakup" between Highland and Dondero, by "screen[ing] and prevent[ing] bad-faith litigation against Highland Capital, its successors, and other bankruptcy participants that could disrupt the Plan's effectiveness."⁸

⁷ To be clear, the Gatekeeper Provision in the Plan was not the first or even second injunction of its type issued in this bankruptcy case. The Gatekeeper Orders were entered by the bankruptcy court pre-confirmation: (a) in January 2020, just a few months into the case, as part of this court's order approving a corporate governance settlement between Highland and its unsecured creditors committee, in which Dondero, Highland's co-founder and former CEO, was removed from any management role at Highland and three independent directors ("Independent Directors") were appointed in lieu of a chapter 11 trustee being appointed ("January 2020 Order"); and (b) in July 2020, in this court's order authorizing the employment of Seery (one of the three Independent Directors) as the Debtor's new Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative ("July 2020 Order," together with the January 2020 Order, the "Gatekeeper Orders").

⁸ See *Highland Capital*, 48 F.4th at 427, 435.

D. Some Further Context Regarding Post-Confirmation Litigation Generally.

Since confirmation of the Plan, hundreds of millions of dollars have been paid out to creditors under the Plan, and there are numerous adversary proceedings and contested matters still pending, at various stages of litigation, in the bankruptcy court, the district court, and the Fifth Circuit, almost exclusively involving Dondero and entities that he owns or controls. To be sure, the post-confirmation litigation in this case does not consist of the usual adversaries and contested matters one typically sees by and against a reorganized debtor and/or litigation trustee, such as preference or other avoidance actions and litigation over objections to claims that are still pending after confirmation of a plan. Indeed, the claims of the largest creditors in this case (with claims asserted in the aggregate of more than one billion dollars) were successfully mediated and incorporated into the Plan—a plan which was ultimately accepted by the votes of an overwhelming majority of Highland’s non-insider creditors. Dondero and entities under his control were the only parties who appealed the Confirmation Order, and Dondero and entities under his control have been the appellants in virtually every appeal that has been filed regarding this bankruptcy case. Petitions for writs of mandamus (which have been denied) have been filed in the district court and in the Fifth Circuit by some of these same entities, including one by HMIT, when this court denied setting an *emergency* hearing on the instant Motion for Leave (HMIT had sought a setting on three-days’ notice).

A recent list of active matters involving Dondero and/or entities and/or individuals affiliated or associated with him, filed in the bankruptcy case by Highland and the Claimant Trust, reveals that there were at least 30 pending and “Active Dondero-Related Litigation” matters as of July 14, 2023: six (6) proceedings in this court; six (6) active appeals or actions are pending in the District Court for the Northern District of Texas; seven (7) appeals in the Fifth Circuit; two (2)

petitions for writs of certiorari in the United States Supreme Court; and nine (9) other proceedings or actions with or affecting the Highland Parties (“Highland,” the “Claimant Trust,” and “Seery”) in various other state, federal, and foreign jurisdictions.⁹

The above-described context is included because the Proposed Defendants assert that the Motion for Leave is just a continuation of Dondero’s unrelenting barrage of meritless and harassing litigation, making good on his oft-mentioned alleged threat to “burn down the place” after not achieving the results he wanted in the Highland bankruptcy case. Indeed, the Motion for Leave was filed after two years of unsuccessful attempts by, first, Dondero personally, and then HMIT to obtain pre-suit discovery from the Proposed Defendants (i.e., the Claims Purchasers) through two different Texas state court proceedings, pursuant to Tex. R. Civ. P. 202 (“Rule 202”). In each of these Rule 202 proceedings, Dondero and HMIT espoused the same Seery/Claims

⁹ See Bankr. Dkt. No. 3880 (filed on July 14, 2023, providing a list of “Active Dondero-Related Litigation” and noting that the list is “a summary of active pending actions only and does not include actions that were resolved by final orders, including actions finally resolved after appeals to the U.S. District Court for the Northern District of Texas and/or the U.S. Court of Appeals for the Fifth Circuit.”). Just since the filing by the Highland Parties of the list, *three* of the appeals pending in the Fifth Circuit have been decided against the Dondero-related appellants, two of which upheld the district court’s dismissal of appeals by Dondero-related entities of bankruptcy court orders based on the lack of bankruptcy appellate standing on behalf of the appellant. On July 19, 2023, the Fifth Circuit affirmed the district court’s dismissal of an appeal by NexPoint Advisors, L.P. (“NexPoint”) of bankruptcy court orders approving professional compensation on the basis that NexPoint did not meet the bankruptcy appellate standing test of being a “person aggrieved” by the entry of the orders. *NexPoint Advisors, L.P. v. Pachulski Stang Ziehl & Jones, L.L.P. (In re Highland Capital Management, L.P.)*, 74 F.4th 361 (5th Cir. 2023). On July 31, 2023, the Fifth Circuit affirmed the district court’s dismissal of an appeal by Dugaboy—the Dondero family trust that, like the movant here in this Motion for Leave, was the holder of a limited partnership interest in Highland, and, as such, now has a contingent interest in the Claimant Trust—which had appealed a bankruptcy court order approving a Rule 9019 settlement on the same basis: Dugaboy did not meet the bankruptcy appellate standing test of being a “person aggrieved” by the entry of the settlement order. *The Dugaboy Inv. Tr. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, No. 22-10960, 2023 WL 4861770 (5th Cir. July 31, 2023). The July 31, 2023 ruling followed the Fifth Circuit’s ruling on February 21, 2023, affirming the district court’s dismissal of an appeal by Dugaboy of yet another bankruptcy court order for lack of bankruptcy appellate standing. *The Dugaboy Inv. Tr. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, No. 22-10831, 2023 WL 2263022 (5th Cir. Feb. 28, 2023). These rulings by the Fifth Circuit are discussed in greater detail below. The third ruling by the Fifth Circuit since July 14, 2023, was issued by the Fifth Circuit in a per curium opinion not designated for publication on July 26, 2023, this one affirming the district court’s affirmance of yet another Rule 9019 settlement order of the bankruptcy court that was appealed by Dugaboy, agreeing with the district court that the bankruptcy court had jurisdiction to approve a settlement among the Debtor, an entity affiliated with the Debtor but not a debtor itself, and UBS (the Debtor’s largest prepetition creditor and the seller of its claims to the Claims Purchasers, which is one of the claims trading transactions HMIT complains about in the Proposed Complaint). See *The Dugaboy Inv. Tr. v. Highland Capital Mgt., L.P.*, No. 22-10983, 2023 WL 4842320 (5th Cir. July 26, 2023).

Purchasers conspiracy theory espoused in the Motion for Leave—that Seery must have provided one or more of the Claims Purchasers with material nonpublic information to induce them to want to purchase large, allowed, unsecured claims at a discount; a *quid pro quo* is suggested, such that the Claims Purchasers were allegedly told they would make a hefty profit on the claims they purchased and, in return, they would gladly “rubber stamp” Seery’s “excessive compensation” as the Claimant Trustee of the Claimant Trust. In sum, HMIT alleges this constituted wrongful “insider trading” of the bankruptcy claims. In addition, certain lawyers for Dondero and Dugaboy sent letters reporting this alleged conspiracy and “insider trading” to the Texas State Securities Board (“TSSB”) and the Executive Office of the United States Trustee (“EOUST”).

It is against this background and in this context that the court must analyze, in the exercise of its gatekeeping function under the confirmed Plan and its prior Gatekeeping Orders, whether HMIT should be allowed to pursue the Proposed Claims (i.e., whether the Proposed Claims are “colorable” claims as contemplated under the Gatekeeper Orders and the Gatekeeper Provision of the Plan). The court held an evidentiary hearing on the Motion for Leave on June 8, 2023 (“June 8 Hearing”), during which the court admitted exhibits and heard testimony from three witnesses both in support of and in opposition to the Motion for Leave. Having considered the Motion for Leave, the response of the Proposed Defendants thereto, HMIT’s reply to the response, and the arguments and evidence presented at the hearing on the Motion for Leave, the court denies HMIT’s request for leave to pursue its Proposed Claims. The court’s reasoning is set forth below.

II. BACKGROUND

A. Highland’s Bankruptcy Case, Dondero’s Removal as CEO, and the Plan

Highland was co-founded in Dallas in 1993 by Dondero and Mark Okada (“Okada”). It operated as a global investment adviser that provided investment management and advisory services and managed billions of dollars of assets, both directly and indirectly through numerous

affiliates. Highland’s equity interest holders included HMIT (99.5%), Dugaboy (0.1866%), Okada, personally and through trusts (0.0627%), and Strand Advisors, Inc. (“Strand”), which was wholly owned by Dondero and was the only general partner of Highland (0.25%). On October 16, 2019 (the “Petition Date”), Highland, with Dondero in control¹⁰ and acting as its CEO, president, and portfolio manager, and facing a myriad of massive, business litigation claims – many of which had finally become or were about to be liquidated (after a decade or more of contentious litigation in multiple fora all over the world—filed for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware. The bankruptcy case was transferred to the Northern District of Texas, Dallas Division in December 2019. The official committee of unsecured creditors (the “Committee”) (and later, the United States Trustee) expressed a desire for the appointment of a chapter 11 trustee due to concerns over and distrust of Dondero, his numerous conflicts of interest, and his history of alleged mismanagement (and perhaps worse).

After many weeks under the specter of a possible appointment of a trustee, Highland and the Committee engaged in substantial and lengthy negotiations, resulting in a corporate governance settlement approved by this court on January 9, 2020.¹¹ As a result of this settlement, Dondero relinquished control of Highland and resigned his positions as officer or director of Highland and its general partner, Strand,¹² and three independent directors (“Independent Directors”) were

¹⁰ Mark Okada resigned from his role with Highland prior to the Petition Date.

¹¹ This order is hereinafter referred to as the “January 2020 Order” and was entered by the court on January 9, 2020 [Bankr. Dkt. No. 339] pursuant to the *Motion of the Debtor to Approve Settlement with Official Committee of Unsecured Creditors Regarding the Governance of the Debtor and Procedures for Operation in the Ordinary Course* [Bankr. Dkt. No. 281].

¹² Dondero agreed to this settlement pursuant to a stipulation he executed and that was filed in connection with Highland’s motion to approve the settlement. *See Stipulation in Support of Motion of the Debtor for Approval of Settlement With the Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in Ordinary Course* [Bankr. Dkt. No. 338].

chosen to lead Highland through its chapter 11 case: Seery, John S. Dubel, and retired bankruptcy judge Russell Nelms. Given the Debtor’s perceived culture of constant litigation while Dondero was at the helm, it was purportedly not easy to get such highly qualified persons to serve as independent board members. At the hearing on the corporate governance settlement motion, the court heard credible testimony that none of the Independent Directors would have taken on the role without (1) an adequate directors and officers’ (“D&O”) insurance policy protecting them; (2) indemnification from Strand that would be guaranteed by the Debtor; (3) exculpation from mere negligence claims; and (4) a gatekeeper provision prohibiting the commencement of litigation against the Independent Directors without the bankruptcy court’s prior authority. The gatekeeper provision approved by the court in its January 9 Order states,¹³

No entity may commence or pursue a claim or cause of action of any kind against any Independent Director, any Independent Director’s agents, or any Independent Director’s advisors relating in any way to the Independent Director’s role as an independent director of Strand without the Court (i) first determining after notice that such claim or cause of action represents a colorable claim of willful misconduct or gross negligence against Independent Director, any Independent Director’s agents, or any Independent Director’s advisors and (ii) specifically authorizing such entity to bring such claim. The Court will have sole jurisdiction to adjudicate any such claim for which approval of the Court to commence or pursue has been granted.

Dondero agreed to remain with Highland as an unpaid portfolio manager following his resignation and did so “subject at all times to the supervision, direction and authority of the Independent Directors” and to his agreement to “resign immediately” “[i]n the event the Independent Directors determine for any reason that the Debtor shall no longer retain Dondero as an employee”¹⁴ and to “not cause any Related Entity to terminate any agreements with the Debtor.”¹⁵ The court later

¹³ January 2020 Order, 3-4, ¶ 10.

¹⁴ January 2020 Order, 3, ¶ 8.

¹⁵ *Id.* at ¶ 9.

entered, on July 16, 2020, an order approving the appointment of Seery as Highland’s Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative,¹⁶ which included essentially the same “gatekeeper” language with respect to the pursuit of claims against Seery acting in these roles. The gatekeeper provision in the July 2020 Order was essentially the same as the gatekeeper provision in the January 2020 Order:

No entity may commence or pursue a claim or cause of action of any kind against Seery relating in any way to his role as the chief executive officer and chief restructuring officer of the Debtor without the Bankruptcy Court (i) first determining after notice that such claim or cause of action represents a colorable claim of willful misconduct or gross negligence against Seery, and (ii) specifically authorizing such entity to bring such claim. The Bankruptcy Court shall have sole jurisdiction to adjudicate any such claim for which approval of the Court to commence or pursue has been granted.

July 2020 Order, 3, ¶5. Neither the January 2020 Order nor the July 2020 Order were appealed.

Throughout the summer of 2020, Dondero informally proposed several reorganization plans, none of which were embraced by the Committee or the Independent Directors. When Dondero’s plans failed to gain support, he and entities under his control engaged in substantial, costly, and time-consuming litigation for Highland.¹⁷ As the Fifth Circuit described the situation, after Dondero’s plans failed “he and other creditors began to frustrate the proceedings by objecting to settlements, appealing orders, seeking writs of mandamus, interfering with Highland Capital’s management, threatening employees, and canceling trades between Highland Capital and its clients.”¹⁸ On October 9, 2020, Dondero resigned from all positions with the Debtor and its

¹⁶ See the July 16, 2020 order approving the retention by Highland of Seery as Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative, *nunc pro tunc*, to March 15, 2020 (“July 2020 Order”) [Bankr. Dkt. No. 854].

¹⁷ According to Seery’s credible testimony during the hearing on confirmation of the Plan that had been negotiated between the Committee and the Independent Directors, Dondero had threatened to “burn the place down” if his proposed plan was not accepted. See Transcript of Confirmation Hearing dated February 3, 2021 at 105:10-20. Bankr. Dkt. No. #1894.

¹⁸ *Highland Capital*, 48 F.4th at 426 (citing *Highland Cap. Mgmt., L.P. v. Dondero (In re Highland Capital Mgmt., L.P.)*, Ch. 11 Case No. 19-34054-SGJ11, Adv. No. 20-03190-SGJ11, 2021 WL 2326350, at *1, *26 (Bankr. N.D. Tex.

affiliates in response to a demand by the Independent Directors made after Dondero's purported threats and disruptions to the Debtor's operations.¹⁹

The Independent Directors and the Committee had negotiated their own plan of reorganization which culminated in the filing by Highland of its *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* (the "Plan") [Bankr. Dkt. No. 1808] on January 22, 2021.²⁰ Highland had negotiated settlements with most of its major creditors following mediation and had amended its initially proposed plan to address the objections of most of its creditors, leaving only the objections of Dondero and entities under his control (the "Dondero Parties") at the time of the confirmation hearing,²¹ which was held over two days in early February 2021. The Plan is essentially an "asset monetization" plan pursuant to which the Committee was dissolved, and four new entities were created: the Reorganized Debtor; a new general partner for the Reorganized Debtor called HCMLP GP, LLC; the Claimant Trust (administered by Seery, its trustee); and a Litigation Sub-Trust (administered by its trustee, Marc Kirschner). Highland's various servicing agreements were vested in the Reorganized Debtor, which continues to manage collateralized loan obligation vehicles ("CLOs") and various other investments postconfirmation. The Claimant Trust owns the limited partnership interests in the Reorganized Debtor, HCMLP GP LLC, and the Litigation Sub-Trust and is charged with winding down the Reorganized Debtor over a three-year period by monetizing its assets and making

June 7, 2021) where this court "h[eld] Dondero in civil contempt, sanctioning him \$100,000, and comparing this case to a 'nasty divorce.'")

¹⁹ See Highland Ex. 13. The court shall refer to exhibits offered and admitted at the June 8 Hearing on the Motion for Leave by the Highland Parties as "Highland Ex. ____" and to exhibits offered and admitted by HMIT as "HMIT Ex. ____."

²⁰ The *Disclosure Statement for the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* was filed on November 24, 2020 ("Disclosure Statement") [Bankr. Dkt. No. 1473].

²¹ The only other objection remaining was the objection of the United States Trustee to the Plan's exculpation, injunction, and release provisions.

distributions to Class 8 and Class 9 creditors as Claimant Trust Beneficiaries. The Claimant Trust is overseen by a Claimant Trust Oversight Board (“CTOB”), and pursuant to the terms of the Plan and the Claimant Trust Agreement (“CTA”),²² the CTOB approved Seery’s compensation package as the CEO of the Reorganized Debtor and the Claimant Trustee. Following their acquisition of their unsecured claims, representatives of Claims Purchasers Muck and Jessup became members of the CTOB.²³ Seery’s compensation included the same base salary that he was receiving as CEO and CRO of Highland, plus an added incentive bonus tiered to recoveries and distributions to the creditors under the Plan. The Plan provides for the cancellation of the limited partnership interests in Highland held by HMIT, Dugaboy, and Okada and his family trusts in exchange for each holder’s pro rata share of a contingent interest in the Claimant Trust (“Contingent Claimant Trust Interest”), as holders of allowed interests in Class 10 (holders of Class B/C limited partnership interests) or Class 11 (holders of Class A limited partnership interests) under the Plan.

B. Dondero Communicates Alleged Material Non-Public Information (“MNPI”) to Seery, and Seery Allegedly Provides the MNPI to the Claims Purchasers in Furtherance of an Alleged Fraudulent Scheme to Have the Claims Purchasers “Rubber Stamp” His Compensation as Claimant Trustee Post-Confirmation

1. The December 17, 2020 MGM Email

Between Dondero’s forced resignation from Highland in October 2020 and the confirmation hearing in February 2021, Dondero engaged in what appeared to be attempts to thwart, impede, and otherwise interfere with the Plan being proposed by the Independent Directors and the Committee. In the midst of this, on December 17, 2020, Dondero sent Seery²⁴ an email

²² Highland Ex. 38

²³ The CTOB had three members: a representative of Muck (Michael Linn), a representative of Jessup (Christopher Provost), and an independent member (Richard Katz). See Joint Opposition ¶ 79.

²⁴ Dondero sent the email to others as well but did not copy counsel for the Independent Directors (including Seery) in violation of the terms of an existing temporary restraining order that enjoined Dondero from, among other things, “communicating . . . with any Board member” (including Seery) without including Debtor’s counsel. Morris Dec. Ex. 23 ¶ 2(a). Citations to “Morris Dec. Ex. _” are to the exhibits attached to the *Declaration of John A. Morris in Support*

(the “MGM Email”) that featured prominently in HMIT’s Motion for Leave. According to HMIT and Dondero, the MGM Email contained material nonpublic information (“MNPI”) regarding the possibility of an imminent acquisition of Metro-Goldwyn-Mayer Studios, Inc. (“MGM”), likely by either Amazon or Apple.²⁵ At the time Dondero sent the MGM Email, Dondero sat on the board of directors of MGM, and the Debtor owned MGM stock directly. The Debtor also managed and partially owned a couple of other entities that owned MGM stock and managed various CLOs that owned some MGM stock as well. HMIT alleges now that Seery later misused and wrongfully disclosed to the Claims Purchasers this purported MNPI as part of a *quid pro quo* scheme, whereby the Claims Purchasers agreed to approve excessive compensation for Seery in the future (in exchange for him providing this allegedly “insider” information that inspired them to purchase unsecured claims with an alleged expectation of future large profits).²⁶ A timeline of events (in late 2020) in the weeks leading up to Dondero’s MGM Email to Seery, following Dondero’s departure from Highland, helps to put the email in full context:

- October 16: Dondero and his affiliates attempt to impede the Debtor’s trading activities by demanding—with no legal basis—that Seery cease selling certain assets;²⁷
- November 24: Bankruptcy Court enters an Order approving the Debtor’s Disclosure Statement, scheduling the confirmation hearing on the Debtor’s Plan for January 13, 2021, and granting related relief;²⁸
- November 24–27: Dondero personally interferes with the Debtor’s

of Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr.’s Joint Opposition to Hunter Mountain Investment Trust’s Motion for Leave to File Verified Adversary Proceeding, Bankr. Dkt. No. 3784.

²⁵ See Proposed Complaint ¶ 45.

²⁶ See *id.* ¶ 3 (“Thus, acting within a cloak of secrecy, Seery provided close business acquaintances, the [Claims Purchasers], with material non-public information concerning the value of assets which they then used to purchase the largest approved unsecured claims.”); ¶ 4 (“As part of the scheme, the [Claims Purchasers] obtained a position to approve Seery’s ongoing compensation – to Seery’s benefit and also to the detriment of the Claimant Trust, the Reorganized Debtor, and HMIT.”).

²⁷ See Highland Ex. 14, Dondero-Related Entities’ October 16, 2020 Letter; Highland Ex. 15, *Memorandum Opinion and Order Holding Dondero in Contempt for Violation of TRO*, 13-15.

²⁸ See Bankr. Dkt. No. 1476.

implementation of certain securities trades ordered by Seery;²⁹

- November 30: The Debtor provides written notice of termination of certain shared services agreements it had with Dondero’s two non-debtor affiliates, NexPoint Advisors, L.P. (“NexPoint”) and Highland Capital Management Fund Advisors, L.P. (“HCMFA”; together with NexPoint, the “Advisors”),³⁰
- December 3: The Debtor makes written demands to Dondero and certain affiliates for payment of all amounts due under certain promissory notes they owed to the Debtor, that had an aggregate face amount of more than \$60 million—this was part of creating liquidity for the Debtor’s Plan;³¹
- December 3: Dondero responds with what appeared to be a threat of some sort to Seery in a text message: “*Be careful what you do -- last warning*,”³²
- December 10: Dondero’s interference and apparent threat cause the Debtor to seek and obtain a temporary restraining order (“TRO”) against Dondero;³³
- December 16: This court denies as “frivolous” a motion filed by certain affiliates of Dondero, in which they sought “temporary restrictions” on certain asset sales;³⁴ and
- December 17: Dondero sends the unsolicited MGM Email³⁵ to Seery, which violates the TRO entered just a week earlier.³⁶

²⁹ See Highland Ex. 15, 30-36.

³⁰ Morris Decl. Ex. 17; see also Transcript of June 8, 2023 Hearing on HMIT’s Motion for Leave (“June 8 Hearing Transcript”), 273:23-24.

³¹ Morris Decl. Exs. 18-21; see also June 8 Hearing Transcript, 273:23-274:1.

³² Morris Decl. Ex. 22 (emphasis added); see also June 8 Hearing Transcript, 273:1-12 (where Seery testified about receiving the threat from Dondero: “A: [T]his came after he threatened me. He threatened me in writing. I’d never been threatened in my career. I’ve never heard of anyone else in this business who’s been threatened in their career. So anything I would get from him, I was going to be highly suspicious.”).

³³ See Morris Decl. Ex. 23, *Order Granting Debtor’s Motion for a Temporary Restraining Order Against James Dondero* entered December 10, 2020 [Adv. Pro. No. 20-3190 Dkt. No. 10].

³⁴ See Morris Decl. Ex. 24, Transcript of December 16, 2020 Hearing, 63:5-64:15.

³⁵ Highland Ex. 11.

³⁶ Seery testified at the June 8 Hearing that Dondero knowingly violated the TRO when he sent the MGM Email:

[The MGM Email] . . . followed the imposition of a TRO for interfering with the business. He knew what was in the TRO and he knew what it applied to, and it restricted him from communicating with me or any of the other independent directors without Pachulski [Debtor’s counsel] being on it. Furthermore, Pachulski had advised Dondero’s counsel that not only could they not communicate with us, if they wanted to communicate they had to prescreen the topics. And how do we know that? Because Dondero filed a motion to modify the TRO. And that was all before this email.

June 8 Hearing Transcript, 273:13-22.

The MGM Email had the subject line “Trading Restriction re MGM – material non public information” and stated:

Just got off a pre board call, board call at 3:00. Update is as follows: Amazon and Apple actively diligencing in Data Room. Both continue to express material interest. Probably first quarter event, will update as facts change. Note also any sales are subject to a shareholder agreement.³⁷

Seery credibly testified at the June 8 Hearing that he was “highly suspicious” when he received the MGM Email. This was because, among other reasons, Dondero sent it *after*: (i) unsuccessful efforts to impede the Debtor’s trading activities (followed by the TRO); (ii) the “be careful what you do” text to Seery by Dondero; (iii) Highland’s termination of its shared service arrangements with Dondero’s various affiliated entities; (iv) the bankruptcy court’s approval of the disclosure statement; and (v) Highland’s demand to collect on the demand notes for which Dondero and his entities were liable.³⁸ Highland’s Chapter 11 case was fast approaching the finish line. Moreover, MGM was already on the restricted list at Highland Capital, and had been for a long time, and Dondero would know this.³⁹ Still further, as of December 17, 2020 (the date Dondero sent the unsolicited MGM Email to Seery), Dondero no longer owed a duty of any kind to the Debtor or any entity controlled by the Debtor, having surrendered in January 2020 direct and indirect control of the Debtor to the Independent Board as part of the corporate governance settlement⁴⁰ and having resigned from all roles at the Debtor and affiliates in October 2020. Still further, Dondero—to the extent he was sharing with Seery MNPI that he obtained as a member of the board of directors of MGM—would have been violating his own fiduciary duties to MGM.

³⁷ Highland Ex. 11.

³⁸ June 8 Hearing Transcript, 273:1-274:4.

³⁹ June 8 Hearing, 215:21-216:9.

⁴⁰ See Bankr. Dkt. Nos. 339, 354-1 (Term Sheet)).

In any event, in a declaration filed by Dondero in support of HMIT’s Rule 202 petition in Texas state court for pre-suit discovery,⁴¹ he indicated that his goal in sending the MGM E-mail was to impede the Debtor and Seery from engaging in any transactions involving MGM:

On December 17, 2020, I sent an email to employees at HCM, including the then Chief Executive Officer and Chief Restructuring Officer Jim Seery, containing non-public information regarding Amazon and Apple’s interest in acquiring MGM. I became aware of this information due to my involvement as a member of the board of MGM. ***My purpose was to alert Seery and others that MGM stock, which was owned either directly or indirectly by HCM, should be on a restricted list and not be involved in any trades.***

It is noteworthy that *Dondero’s labeling of the MGM Email (in the subject line) as a communication containing “material non public information” did not make it so.* In fact, it appears from the credible evidence presented at the June 8, 2023 hearing on HMIT’s Motion for Leave that the MGM Email did not disclose information to Seery that was not already made available to the public at the time it was sent. Seery testified that he did not think the MGM Email contained MNPI and that he did not personally “take any steps . . . to make sure that MGM stock was placed on a restricted list at Highland Capital after [he] received [the MGM Email]” because—as earlier noted—“MGM was already on the restricted list at Highland Capital . . . before I got to Highland.”⁴² Indeed, MGM was ultimately purchased by Amazon after a sale process that had been quite publicly discussed in media reports for several months⁴³ and that was officially

⁴¹ Highland Ex. 9 ¶ 3 (emphasis added).

⁴² June 8 Hearing Transcript, 215:21-216:9. Seery elaborated upon further questioning from HMIT’s counsel that he did not think the indications in the MGM Email (that came from a member of the board of directors of MGM) that “it was probably a first-quarter event” and that “Amazon and Apple were actively diligencing – are diligencing in the data room, both continue to express material interest” were not MNPI. *Id.*, 217:23-218:10. He testified that “it was clear [before he received the MGM Email] from the media reports and the actual quotes from Kevin Ulrich of Anchorage, who was the chairman at MGM, that a transaction would have to take place very quickly. And, in fact, the transaction did not take place in the first quarter.” *Id.*, 219:3-7.

⁴³ See Highland Ex. 25 (“MGM has held preliminary talks with Apple, Netflix and other larger media companies MGM, in particular, seems like a logical candidate to sell this year. Its owners include Anchorage Capital, Highland Capital and Solus Alternative Asset Management, hedge funds that acquired the company out of bankruptcy in 2010.”) (article dated 1/26/20); Highland Ex. 26 (describing prospects of an MGM sale, noting that, among its largest

announced to the public in late May 2021 (just a few weeks after the Claims Purchasers purchased some of their claims, but a few months *before* certain of their claims—the UBS claims—were purchased).⁴⁴ For example, as early as January 2020, Apple and Amazon were identified as being among a new group of “Big 6” global media companies, and MGM was identified as being a leading media acquisition target. Indeed, according to at least one media report on January 26, 2020, “MGM, in particular, seems like a logical candidate to sell this year” having already held “preliminary talks with Apple, Netflix and other larger media companies.”⁴⁵ In October 2020, the Wall Street Journal reported that MGM’s largest shareholder, Anchorage Capital Group (“Anchorage”), was facing mounting pressure to sell the company. Anchorage was led by Kevin Ulrich, who also served as Chairman of MGM’s Board. The article reported that “[i]n recent months, Mr. Ulrich has said he is working toward a deal,” and he specifically named Amazon and Apple as being among four possible buyers.⁴⁶ Thus, no one following the MGM story would have been surprised to learn in December 2020 that Apple and Amazon were conducting due diligence and had expressed “material interest” in acquiring MGM. Dondero testified during the June 8 Hearing that, at the time he sent the MGM Email, he “knew with certainty from the board level that Amazon had hit our price, and it was going to close in the next couple of months,”⁴⁷ that “as of December 17th, Amazon had made an offer that was acceptable to MGM, [and that] that’s what the board meeting was. We were going into exclusive negotiations to culminate the merger with

shareholders, was “Highland Capital Management, LP”) (article October 11, 2020). *See also* Highland Exs. 27-30 & 34 (various other articles regarding possible sale/suitors of MGM, dated in years 2020 and 2021, and ultimately announcing sale to Amazon on May 26, 2021, for \$8.4 billion).

⁴⁴ The MGM-Amazon deal was ultimately consummated in March 2022 for approximately \$6.1 billion, net of cash acquired, plus approximately \$2.5 billion in debt that Amazon assumed and immediately repaid.

⁴⁵ Highland Ex. 25.

⁴⁶ Highland Ex. 26.

⁴⁷ June 8 Hearing Transcript, 127:2-4.

them.”⁴⁸ Notwithstanding this testimony, Dondero eventually admitted (after a lengthy and torturous cross examination) that he did not actually communicate this supposed “inside” information to Seery in the MGM Email. He did not “say anything about Amazon hitting the price.” He did not say anything about the MGM board going into exclusive negotiations with Amazon “to culminate the merger with them.” Rather, he communicated information that Seery and any member of the public who cared to look could have gleaned from publicly available information as of December 17, 2020, regarding a much-written-about potential MGM transaction that involved interest from numerous companies, including, specifically, Amazon and Apple. When questioned why “[he felt] the need to mention Apple [in the MGM Email] if Amazon had already hit the price,” Dondero simply answered, “The only way you generally get something done at attractive levels in business is if two people are interested,” suggesting that he specifically **did not** communicate the purported inside information he obtained as a MGM board member—that Amazon had met MGM’s strike price and that the MGM board was moving forward with exclusive negotiations with Amazon—because he wanted it to appear that there was still a competitive process going on that included both Amazon and Apple.⁴⁹

Even if the MGM Email contained MNPI on the day it was sent (four months prior to the first of the Claim Purchases that occurred in April 2021), the information was fully and publicly disclosed to the market in the days and weeks that followed. For example, on December 21, 2020, just four days later, a Wall Street Journal article titled *MGM Holdings, Studio Behind ‘James Bond,’ Explores a Sale*, reported that MGM had “tapped investment banks Morgan Stanley and LionTree LLC and begun a formal sale process,” and had “a market value of around \$5.5 billion, based on privately traded shares and including debt.” The Wall Street Journal Article reiterated

⁴⁸ *Id.*, 161:10-14.

⁴⁹ June 8 Hearing Transcript, 162:2-6.

that (i) Anchorage “has come under pressure in recent years from weak performance and defecting clients, and its illiquid investment in MGM has become a larger percentage of its hedge fund as it shrinks,” and (ii) “Mr. Ulrich has told clients in recent months he was working toward a deal for the studio and has spoken of big technology companies as logical buyers.”⁵⁰ (*Id.* Ex. 27.) The Wall Street Journal’s reporting was picked up and expanded upon in other publications soon after. For example:

- On December 23, 2020, Business Matters published an article specifically identifying Amazon as a potential suitor for MGM. The article, titled *The world is not enough! Amazon joins other streaming services in £4bn bidding war for Bond films as MGM considers selling back catalogue*, cited the Wall Street Journal article and further reported that MGM “hopes to spark a battle that could interest streaming services such as Amazon Prime”;⁵¹
- On December 24, 2020, an article in iDropNews specifically identified Apple as entering the fray. In an article titled *Could Apple be Ready to Gobble Up MGM Studios Entirely?*, the author observed that “it’s now become apparent that MGM is actually up on the auction block,” noting that the Wall Street Journal was “reporting that the studio has begun a formal sale process” and that Apple—with a long history of exploratory interest in MGM—would be a likely bidder;⁵² and
- On January 15, 2021, Bulwark published an article entitled *MGM is For Sale (Again)* that identified attributes of MGM likely to appeal to potential purchasers and handicapped the odds of seven likely buyers—with Apple and Amazon named as two of three potential buyers most likely to close on an acquisition.⁵³

Finally, Highland and entities it controlled did not sell their MGM stock while the MGM-Amazon deal was under discussion and/or not made public but, instead, they tendered their MGM holdings in connection with, and as part of, the ultimate MGM-Amazon transaction after it closed in March 2022.

⁵⁰ Highland Ex. 27.

⁵¹ Highland Ex. 28.

⁵² Highland Ex. 29.

⁵³ Highland Ex. 30.

2. No Evidence to Support HMIT/Dondero’s Assumptions that Seery Shared Alleged MNPI in the MGM Email with Claims Purchasers

One of HMIT’s allegations in the Proposed Complaint it seeks leave to file—which is central to HMIT’s and Dondero’s conspiracy theory—is that Seery shared the alleged MNPI from the MGM Email with the Claims Purchasers (or at least Farallon—the owner/affiliate of Muck, one of the Claims Purchasers) and that the Claims Purchasers only acquired the purchased claims (“Purchased Claims”) based on, and because, of their receipt of the MNPI from Seery. HMIT essentially admits in the original version of its Motion for Leave that it has no direct evidence that Seery communicated the alleged MNPI to any of the Claims Purchasers. Rather, its allegation is based on inferences it wants the court to make based on “circumstantial” evidence and on the Dondero Declarations that were attached to the Motion for Leave, which described communications Dondero purportedly had with one or two representatives of Farallon in the “late spring” of 2021 concerning Farallon’s recent acquisition of certain claims in the Highland bankruptcy case.⁵⁴ Based on these communications, HMIT and Dondero only assume Seery must have provided the MNPI about MGM to Farallon, which must have caused both Farallon and the other Claims Purchaser, Stonehill, to acquire the Purchased Claims.⁵⁵

At the June 8 Hearing, HMIT offered Dondero’s testimony that he had three telephone conversations with two representatives of Farallon, Mike Linn (“Linn”) and Raj Patel (“Patel”),

⁵⁴ Motion for Leave (Bankr. Dkt. No. 3699) ¶ 1 and Ex. 3; *see also* Highland Ex. 9, *Declaration of James Dondero* (with Exhibit 1) dated February 15, 2023.

⁵⁵ Motion for Leave (Bankr. Dkt. No. 3699) ¶ 28. HMIT subsequently filed the final version of the Motion for Leave that was revised to withdraw the Dondero Declarations and delete all references therein to the Dondero Declarations (but, notably, leaving in the allegations that were based on the Dondero Declaration(s)). This was done after the court ruled that it would allow the Proposed Defendants to examine Dondero regarding his Declarations. HMIT contended at that point that the court should consider the Motion for Leave on a no-evidence Rule 12(b)(6) type basis (but could not explain why it had attached the Dondero Declarations as evidence that “supported” the Motion for Leave, if it believed no evidence should be considered). *See* Motion for Leave (Bankr. Dkt. No. 3816) ¶ 28; *see also infra* pages 45 to 47 regarding the “sideshow” litigation that occurred prior to the June 8 Hearing over whether the hearing on the Motion for Leave would be an evidentiary hearing.

who allegedly told him that they purchased the claims without conducting any due diligence and based solely on Seery’s assurances that the claims were valuable. These conversations allegedly took place on May 28, 2021—two days after the MGM-Amazon deal was officially announced to the public (on May 26, 2021). Dondero also testified that a photocopy of handwritten notes (“Dondero Notes”)⁵⁶ (which were partially cut off) were notes he took contemporaneously with these short telephone conversations he initiated (one with Patel and two follow-up conversations with Linn).⁵⁷ He testified that his purpose in taking these notes and in initiating the phone calls was that “[w]e’d been trying nonstop to settle the case for two-plus years. . . . [a]nd when we heard the claims traded, we realized there were new parties to potentially negotiate to resolve the case . . . [s]o I reached out [to] the Farallon guys,”⁵⁸ and further, on *voir dire* from the Proposed Defendants’ counsel, that the purpose of taking the notes was so that he had “a written record of the important points that [he] discussed . . . so I know how to address it the next time.”⁵⁹ The handwritten notes⁶⁰ stated:

<i>Raj Patel bought it because of Seery</i>	1
<i>50-70¢ not compelling</i>	2
<i>Class 8</i>	3
<i>Asked what would be compelling</i>	4
<i>-- No Offer</i>	5
<i>Bought in Feb/March timeframe</i>	6
<i>Bought assets w/ Claims</i>	7
<i>Offered him 40-50% premium</i>	8
<i>130% of cost; “Not Compelling”</i>	9
<i>No Counter; Told Discovery coming</i>	10

⁵⁶ HMIT Ex. 4. The handwritten notes were admitted into evidence after *voir dire*, not for the truth of anything Patel or Linn allegedly said to him during the three telephone conversations, but as Dondero’s “present sense impression” of the telephone conversations.

⁵⁷ June 8 Hearing Transcript, 133:1-136:3.

⁵⁸ *See id.*, 133:13-23.

⁵⁹ *See id.* (on *voir dire*), 144:1838-145:4.

⁶⁰ HMIT Ex. 4. The court has placed in a table and numbered each line for ease of reference. The table does not include the separate apparent partial date from the top left corner that Dondero testified was the date that he made the initial call to Patel: May 28, 2021.

On direct examination, Dondero testified that line 1 is what he wrote contemporaneously with the short call he initiated to Patel of Farallon in which Patel allegedly told Dondero “that he bought it because Seery told him to buy it and they had made money with Seery before”⁶¹ and that Farallon “bought [the claim] because he was very optimistic regarding MGM”⁶² before referring him to Linn, a portfolio manager at Farallon. Dondero testified that the rest of the handwritten notes (reflected in lines 2 through 10 of the table) were notes he took contemporaneously with two telephone conversations he had with Linn following his call to Patel, with lines 2-8 referring to Dondero’s first call with Linn and lines 9 and 10 referring to his second call with Linn.⁶³ Dondero testified that the “50-70¢” in line 2 referred to his offer to Linn to pay 70 cents on the dollar to buy Farallon’s⁶⁴ claims because “[w]e knew that they had – that the claims had traded around 50 cents” and “[w]e wanted to prevent the \$5 million-a-month burn” (referring to attorney’s fees in the Highland case) and that “not compelling Class 8” in lines 2-3 referred to Linn’s response to him that the offer was not compelling.⁶⁵ Dondero testified that lines 4-5 referred to him asking Linn what amount would be compelling and to Linn’s response that “he had no offer.”⁶⁶ Dondero testified that lines 6-8 referred to Linn telling Dondero that Farallon bought the claims in the February, March timeframe and that Dondero told Linn that, given that the estate was spending \$5 million a month on legal fees, Farallon should want to sell its claims and Linn’s alleged response that “Seery told him it was worth a lot more.”⁶⁷ Lastly, Dondero testified on direct examination

⁶¹ June 8 Hearing Transcript, 134:7-10, 135:13-22.

⁶² *Id.*, 139:3-11.

⁶³ *Id.*, 136:4-138:16.

⁶⁴ As noted above, Farallon did not acquire any of the Purchased Claims; rather, Farallon created a special purpose entity, Muck, to acquire the claims.

⁶⁵ June 8 Hearing Transcript, 136:4-16.

⁶⁶ *Id.*, 136:17-23.

⁶⁷ *Id.*, 137:6-138:7.

that the last two lines referred to a second telephone conversation he had with Linn in which Dondero offered 130 percent of cost for the claims and that Linn told him that the offer was not compelling, and he would not give a price at which he would sell.⁶⁸

On cross-examination, Dondero acknowledged that, though he had testified that the handwritten notes were intended to be a written record of the important points from the telephone conversations he had with Patel and Linn, there was no mention in the notes of: (1) MGM; (2) or that Farallon was very optimistic about MGM; (3) the sharing of MNPI; (4) a *quid pro quo*; or (5) Seery's compensation, and that his last note—"Told Discovery coming"—was a reference to Dondero telling Linn (not Linn telling Dondero) that discovery was coming in response to Dondero's own supposition that Farallon must have traded on MNPI.⁶⁹ Cross-examination also revealed that Farallon never told Dondero that Seery gave them MNPI, and that Dondero only **believed** Seery **must have** given Farallon MNPI, because Farallon (Patel and Linn) had told him that the only reason Farallon bought their claims was because of their prior dealings with Seery, which Dondero took to mean that they had conducted no due diligence on their own prior to acquiring the claims. Dondero also testified that he did not have any personal knowledge as to how Seery's compensation package, as CEO of the Reorganized Debtor and Claimant Trustee, was determined because he was "not involved" in the setting of Seery's compensation pursuant to the Claimant Trust⁷⁰ and that he never discussed Seery's compensation with Farallon.⁷¹

As noted earlier, Dondero attempted to obtain discovery from the Claims Purchasers in a Texas state court pursuant to Rule 202 of the Texas Rules of Civil Procedure. The Texas state

⁶⁸ *Id.*, 138:8-22.

⁶⁹ *Id.*, 190:14-191:25. Dondero testified that he told Linn that discovery "would be coming in the next few weeks" and noted that "this has been a couple years. . . . [w]e've been trying for two years to get . . . discovery in this."

⁷⁰ *Id.*, 200:13-201:1.

⁷¹ *Id.*, 208:23-209:8.

court denied the First Rule 202 petition on June 1, 2022, after having considered the amended petition, the responses, the record, applicable authorities and having conducted a hearing on the petition on June 1, 2022.⁷²

3. Dondero Unsuccessfully Seeks Discovery and to Have Various Agencies and Courts Outside of the Bankruptcy Court Acknowledge His Insider Trading Theories

Dondero acknowledged at the June 8 Hearing that the verified petition (“First Rule 202 Petition”) he signed and filed on July 22, 2021, in the first Texas Rule 202 proceeding—just weeks after his telephone calls with Linn and Patel—was true and accurate. In it, he swore under oath as to what Linn told him in the telephone call concerning Farallon’s purchase of the claims, and the only reason he gave for wanting discovery was that Linn told him Farallon bought the claims “sight unseen—relying entirely on Seery’s advice solely because of their prior dealings.”⁷³ Dondero acknowledged, as well, that his sworn statement that he filed in support of an amended verified Rule 202 petition filed in the same Texas Rule 202 proceeding, but nearly ten months later (in May 2022), described the same telephone conversation he had with Linn, and it did not mention MGM at all and did not say that Linn told him that Seery gave him MNPI; rather, the sworn statement stated only that “On a telephone call between Petitioner and Michael Lin[n], a representative of Farallon, Mr. Lin[n] informed Petitioner that Farallon had purchased the claims sight unseen and with no due diligence—100% relying on Seery’s say-so because they had made so much money in the past when Seery told them to purchase claims” and that Linn did not tell him that Seery gave them MNPI, but he concluded that Seery gave Farallon MNPI based on what Linn did tell him.⁷⁴

⁷² Highland Ex. 7.

⁷³ *Id.*, 193:8-194:16; Highland Ex. 3, *Verified Petition to Take Deposition before Suit and Seek Documents*, ¶ 21. The first Texas Rule 202 proceeding in which Dondero sought discovery regarding the Farallon acquisition of its claims was brought by Dondero, individually, in the 95th Judicial District, Dallas County, Texas.

⁷⁴ *Id.*, 195:11-197:17; Highland Ex. 4, *Amended Verified Petition to Take Deposition before Suit and Seek Documents*, ¶ 23.

Nine days later, Dondero filed a declaration in the same proceeding, in which he described the same call with Linn as follows:⁷⁵

Last year, I called Farallon’s Michael Lin[n] about purchasing their claims in the bankruptcy. I offered them 30% more than what they paid. I was told by Michael Lin[n] of Farallon that they purchased the interests without doing any due diligence other than what Mr. James Seery—the CEO of Highland—told them, and that he told them that the interests would be worth far more than what Farallon paid. Given the value of those claims that Seery had testified in court, it made no sense to me that Mr. Lin[n] would think that the claims were worth more than what Seery testified under oath was the value of the bankruptcy claims.

Dondero further stated in his declaration that “I have an interest in ensuring that the claims purchased by [Farallon] are not used as a means to deprive the equity holders of their share of the funds,” and that “[i]t has become obvious that despite the fact that the bankruptcy estate has enough money to pay all claimants 100 cents on the dollar, there is plainly a movement afoot to drain the bankrupt estate and deprive equity of their rights. Accordingly, “I commissioned an investigation by counsel who have been in communication with the Office of the United States Trustee.”⁷⁶ Dondero attached as Exhibit A to his declaration a letter from Douglas Draper (“Draper”), an attorney with the law firm of Heller, Draper & Horn, L.L.C. in New Orleans, to the office of the General Counsel, Executive Office for U.S. Trustees, dated October 5, 2021, in which Draper opens the letter by stating that “[t]he purpose of this letter is to request that your office investigate the circumstances surrounding the sale of claims by members of the [Creditors’ Committee] in the bankruptcy of [Highland],” and later noted that he “became involved in Highland’s bankruptcy through my representation of [Dugaboy], an irrevocable trust of which Dondero is the primary beneficiary.”⁷⁷ Mr. Draper laid out the same allegations of insider claims trading, breach of

⁷⁵ Highland Ex. 5, ¶ 2.

⁷⁶ *Id.*, ¶¶ 3-4.

⁷⁷ *Id.*, Ex. A, 1-2.

fiduciary duties, and conspiracy that HMIT seeks to bring in the Proposed Complaint.⁷⁸ The U.S. Trustee’s office took no action. Dondero made a second and third attempt to get the U.S. Trustee’s office to conduct an investigation into the same allegations laid out in Draper’s letter, this time in “follow-up” letters to the Office of the U.S. Trustee on November 3, 2021, and six months later, on May 11, 2022, through another lawyer, Davor Rukavina (“Rukavina”), in which Rukavina wrote “to provide additional information regarding the systemic abuses of bankruptcy process occasioned during the [Highland] bankruptcy.”⁷⁹ Again, the U.S. Trustee’s office took no action.

On February 15, 2023, Dondero filed yet another sworn statement about his alleged conversation with Linn, this time in support of a Verified Rule 202 Petition *filed by HMIT* (“Second Rule 202 Petition”), filed in a different Texas state court (Texas District Court, 191st Judicial District, Dallas County, Texas), following Dondero’s unsuccessful attempts throughout 2021 and 2022 to obtain discovery in the First Rule 202 proceeding and based on the same allegations of misconduct by Seery and Farallon.⁸⁰ In this new sworn statement, Dondero describes for the first time the “call” he had with Linn as having been “phone calls” with Patel and Linn and *mentions MGM* and Farallon’s alleged optimism about the *expected sale of MGM*.⁸¹

In late Spring of 2021, I had phone calls with two principals at Farallon Capital Management, LLC (“Farallon”), Raj Patel and Michael Linn. During these phone calls, Mr. Patel and Mr. Linn informed me that Farallon had a deal in place to purchase the Acis and HarbourVest claims, which I understood to refer to claims that were a part of settlements in the HCM Bankruptcy Proceedings. Mr. Patel and Mr. Linn stated that Farallon agreed to purchase these claims based solely on conversations with Seery because they had made significant profits when Seery told them to purchase other claims in the past. They also stated that they were particularly optimistic because of the expected sale of MGM.

⁷⁸ *Id.*, Ex. A, 6-11.

⁷⁹ HMIT Ex. 61.

⁸⁰ Highland Ex. 9.

⁸¹ *Id.*, ¶ 4.

The Second Rule 202 Petition was also denied by the second Texas state court on March 8, 2023.⁸²

HMIT, in an apparent attempt to provide support for its argument that the Proposed Claims are “colorable,” stated in its Motion for Leave that “[t]he Court also should be aware that the Texas States [sic] Securities Board (“TSSB”) opened an investigation into the subject matter of the insider trades at issue, and this investigation has not been closed. The continuing nature of this investigation underscores HMIT’s position that the claims described in the attached Adversary Proceeding are plausible and certainly far more than merely ‘colorable.’”⁸³ But, two days before opposition briefing was due, on May 9, 2023, the TSSB issued a letter (“TSSB Letter”) to Highland, informing it that “[t]he staff of the [TSSB] has completed its review of the complaint received by the Staff against [Highland]. The issues raised in the complaint and information provided to our Agency were given full consideration, and a decision was made that no further regulatory action is warranted at this time.”⁸⁴ HMIT’s counsel (frankly, to the astonishment of the court) objected to the admission of the TSSB Letter at the June 8 Hearing “on the grounds of relevance, 403, hearsay, and authenticity . . . [a]nd I also . . . think it's important that the decision by a regulatory body has no bearing on this cause of action or the colorability of this claim, and the Texas State Securities Board will tell you that. This is completely and utterly irrelevant to your inquiry.”⁸⁵ The court overruled HMIT’s objection to the relevance of this exhibit—considering, among other things, that HMIT, in its Motion for Leave, specifically mentioned the allegedly open TSSB “investigation” as relevant evidence the court “should be aware” of in making its determination of whether the Proposed Claims were “colorable.”⁸⁶

⁸² Highland Ex. 10.

⁸³ Motion for Leave, ¶ 37.

⁸⁴ See Highland Ex. 33.

⁸⁵ June 8 Hearing Transcript, 323:22-324:3.

⁸⁶ *Id.*, 324:4-328:2.

C. Claims Purchasers Purchase Claims and File Notices of Transfers of Claims

To be clear about the time line here, it was after confirmation of the Plan but prior to the Effective Date of the Plan, that the Claims Purchasers: (1) purchased several large unsecured claims that had been allowed following, and as part of, Rule 9019 settlements, each of which were approved by the bankruptcy court, after notice and hearing, prior to the confirmation hearing; and (2) filed notices of the transfers of those claims pursuant to Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure. The noticing of the claims transfers began on April 16, 2021, with the notice of transfer of the claim held by Acis Capital Management to Muck, and ended on August 9, 2021, with the notices of transfers of the claims held by UBS Securities to Muck and Jessup:

Claimant(s)	Date Filed/ Claim No.	Asserted Amount	Claim Settled/Allowed? If so, Amount	Date Filed/ Rule 3001 Notice Dkt. No.
Acis Capital Management LP and Acis Capital Management, GP LLC (together, “Acis”)	12/31/2019 Claim No. 23	\$23,000,000	Yes ⁸⁷ \$23,000,000	4/16/2021 Bankr. Dkt. No. 2215 (Muck)
Redeemer Committee of the Highland Crusader Fund (the “Redeemer Committee”)	4/3/2020 Claim No. 72	\$190,824,557	Yes ⁸⁸ \$137,696,610	4/30/2021 Bankr. Dkt. No. 2261 (Jessup)
HarbourVest 2017 Global Fund, LP, HarbourVest 2017 Global AIF, LP, HarbourVest Partners LP, HarbourVest Dover Street IX Investment LP, HV International VIII Secondary LP, HarbourVest Skew Base AIF LP (the “HarbourVest Parties”)	4/8/2020 Claim Nos. 143, 147, 149, 150, 153, 154	Unliquidated	Yes ⁸⁹ \$80,000,000 in aggregate (\$45,000,000 General Unsecured Claim, and \$35,000,000 subordinated claim)	4/30/2021 Bankr. Dkt. No. 2263 (Muck)

⁸⁷ Bankr. Dkt. No. 1302. The Debtor’s settlement with Acis was approved over the objection of Dondero. Bankr. Dkt. No. 1121.

⁸⁸ Bankr. Dkt. No. 1273.

⁸⁹ Bankr. Dkt. No. 1788. The Debtor’s settlement with the HarbourVest Parties was approved over the objections of Dondero, Bankr. Dkt. No. 1697, and Dugaboy and the Get Good Trust. Bankr. Dkt. No. 1706.

UBS Securities LLC, UBS AG, London Branch (the “UBS Parties”)	6/26/2020 Claim Nos. 190, 191	\$1,039,957,799.40	Yes ⁹⁰ \$125,000,000 in aggregate (\$65,000,000 General	8/9/2021 Bankr. Dkt. No. 2698 (Muck) and Bankr. Dkt. No. 2697 (Jessup)
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HMIT insists that it “made no sense” for the Claims Purchasers to buy the Purchased Claims because “the publicly available information [] did not offer a sufficient potential profit to justify the publicly disclosed risk,” and “their investment was projected to yield a small return with virtually no margin for error.”⁹¹ Dondero testified that it was *his* view that there was insufficient information in the public to justify the claims purchases.⁹² But, HMIT’s arguments here are contradicted by the information that was publicly available to Farallon and Stonehill at the time of their purchases and by HMIT’s own allegations. In advance of Plan confirmation, Highland projected that Class 8 general unsecured creditors would recover 71.32% on their allowed claims. In the Proposed Complaint, HMIT sets forth the amounts the Claims Purchasers purportedly paid for their claims.⁹³ Taking into account the face amount of the allowed claims, the Claims Purchasers’ projected profits (in millions of dollars) were as follows:

Creditor	Class 8	Class 9	Ascribed Value ⁹⁴	Purchaser	Purchase Price	Projected Profit
Redeemer	\$137.0	\$0.0	\$97.71	Stonehill	\$78.0	\$19.71
Acis	\$23.0	\$0.0	\$16.4	Farallon	\$8.0	\$8.40

⁹⁰ Bankr. Dkt. No. 2389. The Debtor’s settlement with the UBS Parties was approved over the objections of Dondero, Dkt. No. 2295, and Dugaboy and the Get Good Trust. Bankr. Dkt. Nos. 2268, 2293.

⁹¹ Proposed Complaint, ¶ 3.

⁹² June 8 Hearing Transcript, 187:3-7 (“Q: And it’s your testimony that there wasn’t sufficient information in the public for them to buy – this is your view – that there wasn’t sufficient information in the public to justify their purchases. Is that your view? A: Correct.”).

⁹³ *Id.*, ¶ 42.

⁹⁴ “Ascribed Value” is derived by multiplying the Class 8 amount by the projected recovery of 71.32% for that class.

HarbourVest	\$45.0	\$35.0	\$32.09	Farallon	\$27.0	\$5.09
UBS	\$65.0	\$60.0	\$46.39	Stonehill & Farallon	\$50.0	(\$3.61)

As HMIT acknowledges, by the time Dondero spoke with Farallon in the “late spring” of 2021, the Claims Purchasers had acquired the allowed claims previously held by Acis, Redeemer, and HarbourVest.⁹⁵ Based on an aggregate purchase price of \$113 million for these three claims, the Claims Purchasers would have expected to net over \$33 million in profits, or nearly 30% on their investment, had Highland met its projections. The Claims Purchasers would make even more money if Highland beat its projections, because they also purchased the Class 9 claims and would therefore capture any upside. In this context, HMIT’s and Dondero’s assertions that it did not “make any sense” for the Claims Purchasers to purchase their claims when they did does not pass muster—given the publicly available information about potential recoveries under the Plan. Dondero even acknowledged, on cross-examination, that he was prepared to pay **30 percent more** than Farallon had paid, even though he did not think there was sufficient public information available to justify Farallon’s purchase of the claims.⁹⁶ Dondero essentially testified that he wanted to purchase Farallon’s claims because he wanted to be in a position of control to force a settlement or resolution of the bankruptcy case, post-confirmation, under terms acceptable to him. He did not want to try to settle by negotiating with Farallon and Stonehill *as creditors*, but instead he wanted to purchase the claims because “if we owned all the claims, it would settle the case.”⁹⁷

⁹⁵ See Complaint, ¶ 41 n.12. The UBS claims were not acquired until August 2021, long after the alleged “*quid pro quo*” was supposedly agreed upon and the MGM-Amazon deal was announced in the press in late May 2021. See, Highland Ex. 34, *Amazon’s \$8.45 Billion Deal for MGM is Historic But Feels Mundane* (dated May 26, 2021).

⁹⁶ June 8 Hearing Transcript, 187:8-11.

⁹⁷ *Id.*, 187:12-189:10.

D. Fifth Circuit’s Approval of the Gatekeeper Provision in Plan, Recognition of Res Judicata Effect of the Prior Gatekeeper Orders, and the Bankruptcy Court’s Order Approving Highland’s Motion to Conform Plan

Harkening back to February 22, 2021, after a robust confirmation hearing, this court entered its order confirming the Plan, over the objections of Dondero and Dondero-Related Parties, specifically questioning the good faith of their objections. The court found, after noting “the remoteness of their economic interests” that “[it] has good reason to believe that [the Dondero Parties] are not objecting to protect economic interests they have in the Debtor but to be disruptors. Dondero wants his company back. This is understandable, but it is not a good faith basis to lob objections to the Plan.”⁹⁴ The Plan became effective on August 11, 2021.

Of relevance to the Motion for Leave, the confirmed Plan included certain exculpations, releases, and injunctions designed to protect the Debtor and other bankruptcy participants from bad-faith litigation. These participants included: Highland’s employees (with certain exceptions); Seery as Highland’s CEO and CRO; Strand (after the appointment of the Independent Directors); the Independent Directors; the successor entities; the CTOB and its members; the Committee and its members; professionals retained in the case; and all “Related Persons.” The injunction provisions contained a Gatekeeper Provision which is similar to the gatekeeper provisions in the prior Gatekeeper Orders in that it provided that the bankruptcy court will act as a “gatekeeper” to screen and prevent bad-faith litigation against the Protected Parties. The Gatekeeper Provision in the Plan states, in pertinent part:⁹⁸

No Enjoined Party may commence or pursue a claim or cause of action of any kind against any Protected Party that arose or arises from or is related to the Chapter 11 Case . . . without the Bankruptcy Court (i) first determining, after notice and a hearing, that such claim or cause of action represents *a colorable claim of any kind*, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, fraud, or gross negligence against a Protected Party and (ii) specifically

⁹⁸ Plan, 50-51 (emphasis added).

authorizing such Enjoined Party to bring such claim or cause of action against such Protected Party.

The Plan defines Protected Parties as,

collectively, (i) the Debtor and its successors and assigns, direct and indirect majority-owned subsidiaries, and the Managed Funds, (ii) the Employees, (iii) Strand, (iv) the Reorganized Debtor, (v) the Independent Directors, (vi) the Committee, (vii) the members of the Committee (in their official capacities), (viii) the Claimant Trust, (ix) the Claimant Trustee, (x) the Litigation Sub-Trust, (xi) the Litigation Trustee, (xii) the members of the [CTOB] (in their official capacities), (xiii) [HCMLP GP LLC], (xiv) the Professionals retained by the Debtor and the Committee in the Chapter 11 Case, (xv) the CEO/CRO; and (xvi) the Related Persons of each of the parties listed in (iv) through (xv); [but excluding Dondero and Okada and various entities including HMIT and Dugaboy].

The court notes that the Gatekeeper Provision in the Plan provides protection to a broader number of persons than the persons protected under the January 2020 Order (addressing the Independent Directors and their agents and advisors) and the July 2020 Order (addressing Seery in his role as CEO and CRO of the Debtor). But, at the same time, it is less restrictive than the gatekeeping provisions under the Gatekeeper Orders, in that the gatekeeping provisions in the prior orders shield the protected parties from any claim that is not both “colorable” *and* a claim for “willful misconduct or gross negligence,” effectively providing the protected parties under the prior orders with a limited immunity from claims of simple negligence or breach of contract that do not rise to the level of “willful misconduct or gross negligence,” whereas the Gatekeeping Provision under the Plan does not act as a release or exculpation of the Protected Parties in any way because it does not prohibit any party from bringing *any kind of claim* against a Protected Party, provided the proposed claimant first obtains a finding in the bankruptcy court that its proposed claims are “colorable.”⁹⁹

⁹⁹ It should be noted that--as discussed further below--there are, separately in the Plan, exculpations as to a smaller universe of persons--e.g., the Debtor, the Committee and its members, and the Independent Directors.

Dondero and some of the entities under his control appealed¹⁰⁰ the Confirmation Order directly to the Fifth Circuit, arguing, among other issues, that the Plan’s exculpation, release, and injunction provisions, including the Gatekeeper Provision (collectively, the “Protection Provisions”) impermissibly provide certain non-debtor bankruptcy participants with a discharge, purportedly in contravention of the provisions of Bankruptcy Code § 524(e)’s statutory bar on non-debtor discharges. As noted above, the Fifth Circuit, “affirm[ed] the confirmation order in large part” and “reverse[d] *only insofar as the plan exculpates* certain non-debtors in violation of 11 U.S.C. § 524(e), strik[ing] those few parties *from the plan’s exculpation*, and affirm[ed] on all remaining grounds.”¹⁰¹ The Fifth Circuit specifically found the “injunction and gatekeeping provisions [to be] sound” and found that it was only “the *exculpation* of certain non-debtors” that “exceed[ed] the bankruptcy court’s authority,” agreeing with the bankruptcy court’s conclusions that the Protection Provisions were legal, necessary under the circumstances, and in the best interest of all parties” in part, and only disagreeing to the extent that the *exculpation* provision improperly extended to certain bankruptcy participants other than Highland, the Committee and its members, and the Independent Directors and “revers[ing] and strik[ing] the few unlawful parts

¹⁰⁰ On appeal, the appellant funds (“Funds”), whom this court found to be “owned and/or controlled” by Dondero despite their purported independence, also asked the Fifth Circuit to vacate this court’s factual finding “because it threatens the Funds’ compliance with federal law and damages their reputations and values” and because “[a]ccording to the Funds, the characterization is unfair, as *they* are not litigious like Dondero and are completely independent from him.” *NexPoint Advisors, L.P. v. Highland Capital Mgmt., L.P. (In re Highland Capital Mgmt., L.P.)*, 48 F.4th at 434. Applying the “clear error” standard of review, the Fifth Circuit “le[ft] the bankruptcy court’s factual finding undisturbed” because “nothing in this record leaves us with a firm and definite conviction that the bankruptcy court made a mistake in finding that the Funds are ‘owned and/or controlled by [Dondero].” *Id.* at 434-35.

¹⁰¹ *See supra* note 4. The Fifth Circuit replaced its initial opinion with its final opinion a few days after certain appellants had filed a short (four-and-one-half pages) motion for rehearing (the “Motion for Rehearing”) on September 2, 2022. The movants had asked the Fifth Circuit to “narrowly amend the [initial] Opinion in order to confirm the Court’s holding that the impermissibly exculpated parties are similarly struck from the protections of the injunction and gatekeeper provisions of the plan (in other words, that such parties cannot constitute ‘Protected Parties’).” In the final Fifth Circuit opinion, same as the initial Fifth Circuit opinion, the Fifth Circuit stated that, with regard to the Confirmation Order, the panel would “reverse only insofar as the plan exculpates certain non-debtors in violation of 11 U.S.C. § 524(e), strike those few parties from the plan’s exculpation, and affirm on all remaining grounds.” *Highland Capital*, 48 F.4th at 424. No findings, discussion, or rulings regarding the injunction and gatekeeper provisions that were in the initial Fifth Circuit opinion were disturbed.

of the Plan’s *exculpation provision*.¹⁰² The Fifth Circuit then remanded to the Bankruptcy Court “for further proceedings in accordance with the opinion.”¹⁰³

In the course of analyzing the Protection Provisions under the Plan, the Fifth Circuit noted that the protection provisions in the January and July 2020 Orders appointing the Independent Directors and Seery as CEO and CRO of Highland were *res judicata* and that “those orders have the effect of exculpating the Independent Directors and Seery in his executive capacities” such that “[d]espite removal from the exculpation provision in the confirmation order, the Independent Directors’ agents, advisors, and employees, as well as Seery in his official capacities are all exculpated to the extent provided in the January and July 2020 Orders.”¹⁰⁴

The Reorganized Debtor filed a motion in the bankruptcy court to conform the plan to the Fifth Circuit’s mandate, proposing that only one change was needed to make the Plan compliant with the Fifth Circuit’s ruling: narrow the defined term for “Exculpated Parties” to read as follows:

“Exculpated Parties” means, collectively, (i) the Debtor, (ii) the Independent Directors, (iii) the Committee, and (iv) members of the Committee (in their official capacities).

The Reorganized Debtor proposed that this one simple revision of this defined term removed the exculpations deemed by the Fifth Circuit to violate section 524(e) of the Bankruptcy Code, and that no other changes would be required to conform the Plan and Confirmation Order to the Fifth Circuit’s mandate. Some of the Dondero-related entities objected to the motion to conform, arguing that the Fifth Circuit’s ruling required more surgery on the Plan than simply narrowing the defined term “Exculpated Parties.” On February 27, 2023, this court entered its order granting

¹⁰² *Id.* at 435.

¹⁰³ *Id.* at 440. The Fifth Circuit’s docket reflects that it issued its Judgment and mandate on September 12, 2022.

¹⁰⁴ *Highland Capital*, 48 F.4th at 438 n.15. The Fifth Circuit stated, “To the extent Appellants seek to roll back the protections in the bankruptcy court’s January 2020 and July 2020 orders (which is not clear from their briefing), such a collateral attack is precluded.” *Id.*

Highland’s motion to conform the Plan, ordering that one change be made to the Plan – revising the definition of “Exculpated Parties” – and no more.¹⁰⁵ The objecting parties’ direct appeal of this order has been certified to the Fifth Circuit and is one of the numerous currently active appeals by Dondero-related parties pending in the Fifth Circuit.

E. HMIT’s Motion for Leave

HMIT filed its emergency Motion for Leave on March 28, 2023, which, with attachments, as first filed, was 387 pages in length, including an initial proposed complaint (“Initial Proposed Complaint”) and two sworn declarations of Dondero that were attached as “objective evidence” in “support[]” of the Motion for Leave,¹⁰⁶ and with it, an application for an emergency setting on the hearing on the Motion to Leave. On April 23, 2023, HMIT filed a pleading entitled a “supplement” to its Motion to Leave (“Supplement”),¹⁰⁷ to which it attached a revised proposed verified complaint (“Proposed Complaint”)¹⁰⁸ as Exhibit 1-A to the Motion for Leave and stated that “[t]he Supplement is not intended to amend or supersede the [Motion for Leave]; rather, it is intended as a supplement to address procedural matters and to bring forth additional facts that further confirm the appropriateness of the derivative action.”¹⁰⁹ The HMIT Motion for Leave was later amended to eliminate the Dondero Declarations and references to the same (but not the underlying allegations that were supposedly supported by the Dondero Declarations).¹¹⁰

¹⁰⁵ Bankr. Dkt. No. 3672.

¹⁰⁶ Bankr. Dkt. No. 3699.

¹⁰⁷ Bankr. Dkt. No. 3760.

¹⁰⁸ *See supra* note 5.

¹⁰⁹ Supplement ¶ 1.

¹¹⁰ Bankr. Dkt. Nos. 3815 and 3816. Both of these filings had the Initial Proposed Complaint attached as Exhibit 1 to the Motion for Leave.

As earlier noted, HMIT desires leave to sue the Proposed Defendants regarding *the post-confirmation, pre-Effective Date purchase of allowed unsecured claims*. The Proposed Defendants would be:

Seery, who was a stranger to Highland until approximately four months following the Petition Date when he was brought in as one of the three Independent Directors, and now serves as the CEO of the Reorganized Debtor and the Trustee of the Claimant Trust (and also was previously Highland’s CRO during the case, then CEO, and, also, an Independent Board Member of Highland’s general partner during the Highland case). Seery is best understood as the man who took Dondero’s place running Highland—per the request of the Committee.

Claims Purchasers, who were strangers to Highland until the end of the bankruptcy case. They are identified as Farallon Capital Management, LLC (“Farallon”); Muck Holdings, LLC (“Muck”), which was a special purpose entity created by Farallon to purchase unsecured claims against Highland; Stonehill Capital Management, LLC (“Stonehill”); and Jessup Holdings, LLC (“Jessup”), which was a special purpose entity created by Stonehill to purchase unsecured claims against Highland (collectively, the “Claims Purchasers”). The Claims Purchasers purchased \$240 million face value of already-allowed unsecured claims post-confirmation and pre-Effective Date in the spring of 2021 and another \$125 million face value of already-allowed unsecured claims in August 2021. Bankruptcy Rule 3001(e) notices—giving notice of same—were filed on the bankruptcy clerk’s docket regarding these purchases. The claims had previously been held by the creditors known as the Crusader Redeemer Committee, Acis Capital, HarbourVest, and UBS (three of these four creditors formerly served on the Committee during the Highland bankruptcy case).

John Doe Defendants Nos. 1-10, which are described to be “currently unknown individuals or business entities who may be identified in discovery as involved in the wrongful transactions at issue.”

Highland, as a nominal defendant. HMIT added Highland as a nominal defendant in the Revised Proposed Complaint attached to the Supplement.

Claimant Trust, as a nominal defendant. HMIT added the Claimant Trust as a nominal defendant in the Revised Proposed Complaint attached to the Supplement.

The proposed plaintiffs would be:

HMIT, which, again, was the largest equity holder in Highland and held a 99.5% limited partnership interest (specifically, Class B/C limited partnership interests). HMIT is the holder of a Class 10 interest under the Plan, pursuant to which HMIT’s limited partnership interest in Highland was extinguished as of the Effective Date in exchange for a pro rata share of a contingent interest in the Claimant Trust.

Highland, as a nominal party. HMIT wishes to bring its complaint on behalf of itself and derivatively on behalf of the Reorganized Debtor.

Claimant Trust, as a nominal party. HMIT wishes to bring its complaint on behalf of itself and derivatively on behalf of the Claimant Trust.

In the Proposed Complaint, HMIT asserts the following six counts: Count I (against Seery) for breach of fiduciary duties; Count II (against the Claims Purchasers and John Doe Defendants) for knowing participation in breach of fiduciary duties; Count III (against all Proposed Defendants) for conspiracy; Count IV (against Muck and Jessup) for equitable disallowance of their claims; Count V (against all Proposed Defendants) for unjust enrichment and constructive trust; and Count VI (against all Proposed Defendants) for declaratory relief.¹¹¹ The gist of the Proposed Complaint is as follows. HMIT asserts that something seems amiss regarding the post-confirmation/pre-Effective Date purchase of claims by the Claims Purchasers. Actually, more bluntly, HMIT asserts that “wrongful conduct occurred” and “improper trades” were made.¹¹² HMIT believes the Claims Purchasers paid around \$160 million for the \$365 million face amount of claims they purchased. HMIT believes that this amount was too high for any rational claim purchaser (particularly hedge funds who expect high returns) to have paid for the claims—based on Highland’s Disclosure Statement and Plan projections regarding the projected distributions under the Plan to holders of allowed unsecured claims. And, of course, Dondero purports to have concluded from the three phone conversations he had with representatives of one of the Claims Purchasers that they did no due diligence before purchasing the claims. Therefore, HMIT surmises, Seery must have given these Claims Purchasers MNPI regarding Highland that convinced them that it was to their economic advantage to purchase the claims. In particular, HMIT surmises Seery must have shared

¹¹¹ In the Initial Proposed Complaint, HMIT proposed to bring claims against the various Proposed Defendants in seven counts, including a count for fraud by misrepresentation and material nondisclosure against all Proposed Defendants. In the Proposed Complaint, HMIT abandons its claim for fraud by misrepresentation and material nondisclosure.

¹¹² Motion for Leave, 7.

MNPI regarding the likely imminent sale of MGM, in which Highland had, directly and indirectly, substantial holdings. As noted earlier, MGM was ultimately purchased by Amazon after a sale process that had been quite publicly discussed in media reports for several months and that was officially announced to the public in late May 2021 (just a few weeks after the Claims Purchasers purchased some of their claims, but a few months *before* certain of their claims—the UBS claims—were purchased).¹¹³ In summary, while the Proposed Complaint is lengthy and at times hard to follow, it boils down to allegations that: (a) Seery filed (or caused to be filed) deflated, pessimistic, misleading projections regarding the value of the Debtor’s estate in connection with the Plan, (b) then induced very sophisticated unsecured creditors to discount and sell their claims to the likewise very sophisticated Claims Purchasers, (c) which Claims Purchasers are allegedly friendly with Seery, and are now happily approving Seery’s allegedly excessive compensation demands post-Effective Date (resulting in less money in the pot to pay off the creditor body in full, and, thus, a diminished likelihood that HMIT will realize any recovery on its contingent Class 10 interest). HMIT argues that Seery should be required to disgorge his compensation. It appears that HMIT also seeks other damages in the form of equitable disallowance of the Claims Purchasers’ claims and disgorgement of distributions on account of those claims, the imposition of a constructive trust over all disgorged funds, and declaratory relief.

HMIT claims that, in seeking to file the Proposed Complaint, it is seeking to protect the rights and interests of the Reorganized Debtor, the Claimant Trust, and “innocent stakeholders” who were allegedly injured by Seery’s and the Claims Purchasers’ alleged conspiratorial and

¹¹³ The MGM-Amazon deal was ultimately consummated in March 2022 for approximately \$6.1 billion, net of cash acquired, plus approximately \$2.5 billion in debt that Amazon assumed and immediately repaid. Credible testimony from Seery at the June 8 Hearing revealed that Highland and entities it controlled tendered their MGM holdings in connection with the Amazon transaction (they did not sell their holdings while the MGM-Amazon deal was under discussion and/or not made public).

fraudulent scheme to line Seery's pockets with excessive compensation for his role as Claimant Trustee. In its Motion for Leave, HMIT states that "[t]he attached Adversary Proceeding alleges claims which are substantially more than 'colorable' based upon plausible allegations that the Proposed Defendants, acting in concert, perpetrated a fraud, including a fraud upon innocent stakeholders, as well as breaches of fiduciary duties and knowing participation in (or aiding or abetting) breaches of fiduciary duty."¹¹⁴

F. Is HMIT Really Dondero by Another Name?

The Proposed Defendants argue that HMIT's Motion for Leave is nothing more than a continuation of the harassing and bad-faith litigation by Dondero and his related entities that the Gatekeeper Provisions were intended to prevent and, thus, this is one of multiple reasons that the Motion for Leave should be denied.

To be clear, HMIT asserts that it is controlled by Mark Patrick ("Patrick"), who has been HMIT's administrator since August 2022. Patrick asserts that he is not influenced or controlled by Dondero, in general, and specifically not in its efforts to pursue the Proposed Claims against Seery and the Claims Purchasers. However, the testimony elicited at the June 8 Hearing—the hearing at which HMIT had the burden of showing the court that its Proposed Claims were "colorable" such that it should be allowed to pursue them through the filing of the Proposed Complaint—paints a different picture. Somewhat tellingly, HMIT chose not to call Patrick—allegedly HMIT's only representative and control person—as a witness in support of its Motion for Leave. Rather, Dondero was HMIT's first witness called in support of its motion, and the first

¹¹⁴ See Motion for Leave (Bankr. Dkt. No. 3816) ¶ 3. HMIT notes, in a footnote 6, that "Neither this Motion nor the proposed Adversary Complaint seeks to challenge the Court's Orders or the Plan. In addition, neither this Motion nor the proposed Adversary Complaint seeks to redistribute the assets of the Claimant Trust in a manner that would adversely impact innocent creditors. Rather, the proposed Adversary Proceeding seeks to benefit all innocent stakeholders while working within the terms and provisions of the Plan, as well as the Claimant Trust Agreement."

questions on direct from HMIT's counsel were aimed at establishing that Dondero was not behind the filing of the Motion for Leave and the pursuit of the Proposed Claims.¹¹⁵ Dondero testified that he did not (i) "have any current official position" with HMIT, (ii) "attempt to exercise [control] on the business affairs of [HMIT]," (iii) "have any official legal relationship with [HMIT] where [he] can attempt to exercise either direct or indirect control over [HMIT]," or (iv) "participate in the decision of whether or not to file the proceedings that are currently pending before Judge Jernigan."¹¹⁶ After HMIT rested, Highland and the Claimant Trust called Patrick as a witness, and he testified that he was the administrator of HMIT, that HMIT does not have any employees, operations, or revenues, and, when asked if HMIT owned any assets, Patrick testified, with not a great deal of certainty, that "it's my understanding it has a contingent beneficiary interest in the Claimants [sic] Trust" and that is the only asset HMIT has.¹¹⁷ Patrick testified that HMIT did not owe any money to Dondero personally, but acknowledged that in 2015, HMIT had issued a secured promissory note in favor of Dondero's family trust, Dugaboy, in the amount of approximately \$62.6 million (the "Dugaboy Note") in exchange for Dugaboy transferring a portion of its limited partner interests in Highland to HMIT; the Dugaboy Note was secured in part by the Highland limited partnership interests purchased from Dugaboy.¹¹⁸ Patrick admitted that, if HMIT's Class 10 interest has no value, HMIT would have no ability to pay the Dugaboy Note.¹¹⁹ He further testified that neither he nor any representative of HMIT had ever spoken with any representative of Farallon or Stonehill, that he had no personal knowledge about any *quid pro quo*, the amount of due diligence Farallon or Stonehill conducted prior to buying their claims, or the terms of

¹¹⁵ See June 8 Hearing Transcript, 113:10-25.

¹¹⁶ *Id.*

¹¹⁷ June 8 Hearing Transcript, 307:7-308:2.

¹¹⁸ *Id.*, 303:11-305:1; Highland Ex. 51, HMIT's \$62,657,647.27 *Secured Promissory Note* dated December 24, 2015, in favor of Dugaboy.

¹¹⁹ *Id.*, 308:3-16.

Seery's compensation package (until the terms were disclosed to them in opposition to the Motion for Leave).¹²⁰ Patrick admitted that Dugaboy was paying HMIT's attorneys' fees pursuant to a settlement agreement between HMIT and Dugaboy.¹²¹

On cross-examination by HMIT's counsel, Patrick further testified that HMIT has not filed any litigation, as plaintiff, other than its efforts to be a plaintiff in the Motion for Leave and its action as a petitioner in the Texas Rule 202 proceeding filed earlier in 2023 in the Texas state court.¹²² HMIT's counsel argued that the point of this questioning was that "they're just trying to draw Dondero into this and – this vexatious litigant argument, and we're just developing the fact that obviously Hunter Mountain has only filed – attempting to file this action and a Rule 202 proceeding."¹²³ But, Dondero and HMIT's counsel referred during the June 8 Hearing to the First Rule 202 Petition (where Dondero was the petitioner) and the Second Rule 202 Petition (where HMIT was the petitioner) as "our" Rule 202 petitions, and also to the numerous attempts at getting the discovery (that Dondero had warned Linn was coming) in the collective. For example, in objecting to the admission of Highland's Exhibit 10 – the Texas state court order denying and dismissing the Second Rule 202 Petition – on the basis of relevance, HMIT's counsel referred to the order as "an order denying *our second*" Rule 202 Petition.¹²⁴ And, Dondero testified that his warning to Linn in May 2021 that "discovery was coming" was "my response to I knew they had traded on material nonpublic information" and that "I thought it would be a lot easier to get

¹²⁰ *Id.*, 308:18-312:12. This testimony from Patrick came after HMIT's counsel objection to counsel's line of questioning regarding Patrick's personal knowledge of the facts supporting the allegations in the Proposed Complaint on the basis that he was invading the attorney work product privilege, which was overruled by this court; HMIT's counsel argued (311:4-19) that the line of questioning was an "invasion of attorney work product . . . [b]ecause they might – he would have knowledge from the efforts and investigation through attorneys in the case."

¹²¹ *Id.*, 312:24-313:18.

¹²² *Id.*, 315:3-9.

¹²³ *Id.*, 316:6-11.

¹²⁴ *Id.*, 58:11-13. The court overruled HMIT's relevance objection and admitted Highland's Exhibit 10 into evidence. *Id.*, 58:14-15.

discovery on a situation like this than it has been for the last two years” and that “*we’ve* been trying for two years to get . . . discovery.”¹²⁵

Dondero’s use of an entity over which he exerts influence and control to pursue his own agenda in the bankruptcy case is not new. Rather, this has been part of Dondero’s *modus operandi* since the “nasty breakup” between Dondero and Highland that culminated with Dondero’s ouster in October 2020, whereby Dondero, after not getting his way in the bankruptcy court, continued to lob objections and create obstacles to Highland’s implementation of the Plan through entities he owns or controls. As noted above, the Fifth Circuit specifically upheld this court’s finding in the Confirmation Order that Dondero owned or controlled the various entities that had objected to confirmation of the Plan and appealed the Confirmation Order, where the Dondero-related appellants made similar protestations that they are not owned or controlled by Dondero and asked the Fifth Circuit to vacate this court’s factual finding because, among other reasons, “[a]ccording to the Funds, the characterization is unfair, as *they* are not litigious like Dondero and are completely independent from him.”¹²⁶ Based on the totality of the evidence in this proceeding, the court finds that, contrary to the protestations of HMIT’s counsel and Patrick otherwise, Dondero is the driving force behind HMIT’s Motion for Leave and the Proposed Complaint. The Motion for Leave is just one more attempt by Dondero to press his conspiracy theory that he has pressed for over two years now, unsuccessfully, in Texas state court through Rule 202 proceedings, with the Texas State Securities Board, and with the United States Trustee’s office.

¹²⁵ *Id.*, 191:5-25.

¹²⁶ *Highland Capital*, 48 F.4th at 434-435.

G. Opposition to Motion for Leave: Arguing No Standing and No “Colorable” Claims

Highland, the Claimant Trust, and Seery (together, the “Highland Parties”) filed a joint opposition (“Joint Opposition”) to HMIT’s Motion for Leave on May 11, 2023.¹²⁷ The Claims Purchasers filed a separate objection (“Claims Purchasers’ Objection”) to the Motion for Leave on May 11, 2023, as well.¹²⁸ In the Joint Opposition, the Highland Parties urge the court to deny HMIT leave to pursue the Proposed Claims because, as a threshold matter, HMIT does not have standing to bring them, directly or derivatively against the Proposed Defendants. They argue, in the alternative, that the Motion for Leave should be denied even if HMIT had standing to pursue the Proposed Claims because none of the Proposed Claims are “colorable” claims as that term is used in the Gatekeeper Provision of the Plan (and Gatekeeper Orders).¹²⁹

The Claims Purchasers likewise argue that HMIT lacks standing to complain about claims trading in the bankruptcy which occurred between sophisticated Claims Purchasers and sophisticated sellers (“Claims Sellers”), represented by skilled bankruptcy and transactional counsel. Moreover, they argue HMIT cannot show that it or the Reorganized Debtor or the Claimant Trust were injured by the claims trading at issue because the Purchased Claims had already been adjudicated as allowed claims in the bankruptcy case—thus, distributions under the Plan on account of the Purchased Claims remain the same, the only difference being who holds the claims. Moreover, even if HMIT could succeed in equitably subordinating the validly transferred *allowed* claims, HMIT would still be in the same position it is today: the holder of a

¹²⁷ Bankr. Dkt. Nos. 3783. Highland, the Claimant Trust, and Seery also filed on May 11 a *Declaration of John A. Morris in Support of Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr.’s Joint Opposition to Hunter Mountain Investment Trust’s Motion for Leave to File Verified Adversary Proceeding* (“Morris Declaration”) that attached 44 Exhibits in support of the Joint Opposition. Bankr. Dkt. No. 3784.

¹²⁸ Bankr. Dkt. No. 3780.

¹²⁹ See Joint Opposition ¶ 139 (“Because HMIT lacks standing, this Court need not reach the merits of HMIT’s proposed Adversary Complaint. As a matter of judicial economy, however, the Highland Parties respectfully request that this Court address the lack of merit as an alternative basis to deny the Motion.”).

contingent, speculative Class 10 interest that would only be paid after payment, in full, with interest, of all creditors under the Plan. The Claims Purchasers argue in the alternative that the Proposed Claims are not “colorable.”

Finally, the Proposed Defendants argue that the standard of review for assessing whether the Proposed Claims are “colorable” (as such term is used in the Gatekeeper Provision and Gatekeeping Orders) is a standard that is a higher than the “plausibility” standard applied to Rule 12(b)(6). They argue that HMIT should be required to meet a higher bar with respect to colorability that includes making a *prima facie* showing that the Proposed Claims have merit (and/or are not without foundation) which requires HMIT to do more than meet the liberal notice-pleading standards.

H. HMIT’s Reply to the Proposed Defendants’ Opposition to the Motion for Leave

In its reply brief (“Reply”), filed by HMIT on May 18, 2023,¹³⁰ it argues that it has constitutional standing as an “aggrieved party” to bring the Proposed Claims on behalf of itself.¹³¹ HMIT also argues that it has standing under Delaware Trust law to bring a derivative action on behalf of the Claimant Trust and that it not only has standing to bring the Proposed Claims derivatively on behalf of the Reorganized Debtor under the Plan, but it is the best party to bring the claims.¹³² Finally, HMIT maintains that the standard of review that the bankruptcy court should apply in assessing the “colorability” of the Proposed Claims is no greater than the standard of review applied to motions to dismiss under Federal Rule of Civil Procedure 12(b)(6), which would require the bankruptcy court to look only to the “four corners” of the Proposed Complaint

¹³⁰ Bankr. Dkt. No. 3785.

¹³¹ See Reply ¶ 7.

¹³² See, Reply ¶ 23 n.5, where HMIT argues “The nature of this injury, in addition to Seery’s influence over the Claimant Trust, and the lack of prior action by the Claimant Trust to pursue the claims HMIT seeks to pursue derivatively, among other things, demonstrate that HMIT is not only a proper party to assert its derivative claims – but the best party to do so.”

and “not weigh extraneous evidence,”¹³³ take all allegations as true, and view all allegations and inferences in a light most favorable to HMIT. As discussed in greater length below, HMIT argues that, under this standard, the bankruptcy court should not consider evidence in making its determination as to whether the Proposed Complaint presents “colorable” claims.

I. Litigation within the Litigation: The Pre- June 8 Hearing Skirmishes

Suffice it to say there was significant activity before the Motion for Leave actually was presented at the June 8 hearing. HMIT sought an emergency hearing on its Motion for Leave (wanting a hearing on three days’ notice). When the bankruptcy court denied an emergency hearing, HMIT unsuccessfully pursued an interlocutory appeal of the denial of an emergency hearing to the district court. HMIT then petitioned for a writ of mandamus at the Fifth Circuit regarding the emergency hearing denial, which was denied by the Fifth Circuit on April 12, 2023.

Next, there were multiple pleadings and hearings regarding *what kind of hearing* the bankruptcy court should or should not hold on the Motion for Leave—particularly focusing on whether or not it would be an evidentiary hearing.¹³⁴ The resolution of this issue turned on what standard of review the court should apply in exercising its gatekeeping function and determining the colorability of the Proposed Claims. HMIT (although it had submitted two declarations of Dondero with its original Motion for Leave and approximately 350 pages of total evidentiary support) was adamant that there should be no evidence presented at the hearing on the Motion for Leave, arguing that the standard for review should be the plausibility standard under Rule 12(b)(6)

¹³³ See Reply ¶ 47.

¹³⁴ Highland, joined by Seery and the Claims Purchasers, had filed a motion asking the bankruptcy court to set a briefing schedule on the Motion for Leave and to schedule a status conference, indicating that Highland’s proposed timetable for same was opposed by HMIT. HMIT subsequently filed a response unopposed to a briefing schedule and status conference, but, before the status conference, HMIT filed a brief, stating it was opposed to there being any evidence at the ultimate hearing on the HMIT Motion for Leave—arguing the bankruptcy court did not need evidence to exercise its gatekeeping function and determine if HMIT has a “colorable” claim. Rather, the court need only engage in a Rule 12(b)(6)-type plausibility analysis.

motions to dismiss such that “the threshold inquiry is very, very low. Evidence is not allowed. . . . [S]imilar to a 12(b)(6) inquiry, [the court] is limited to the four corners of the principal pleading – in this case, the complaint, or now the revised complaint.”¹³⁵ Counsel for the Proposed Defendants argued that the standard of review for colorability here, in the specific context of the court exercising its gatekeeping function under the Plan, is more akin to the standards applied under the Supreme Court’s *Barton Doctrine*¹³⁶ pursuant to which that the bankruptcy court must apply a higher standard than the 12(b)(6) standard, including the consideration of evidence at the hearing on the motion for leave; if the standard of review presents no greater hurdle to the movant than the 12(b)(6) standard applied to every plaintiff in every case, then the gatekeeping provisions mean nothing and do nothing to protect the parties from the harassing, bad-faith litigation they were put in place to prevent.¹³⁷ On May 22, 2023, after receipt of post-hearing briefing on the issue, the court entered an order stating that “the court has determined that there may be mixed questions of fact and law implicated by the Motion for Leave” and “[t]herefore, the parties will be permitted to present evidence (including witness testimony) at the June 8, 2023 hearing [on the Motion to Leave] if they so choose.”

Two days later, HMIT filed an emergency motion for expedited discovery or alternatively for continuance of the June 8, 2023 hearing, seeking expedited depositions of corporate

¹³⁵ Transcript of April 24, 2023 Status Conference, Bankr. Dkt. No. 3765 (“April 24 Transcript”), 14:6-11.

¹³⁶ The *Barton Doctrine* was established in the 19th century Supreme Court case of *Barton v. Barbour*, 104 U.S. 126 (1881), and states that a party wishing to sue a court-appointed trustee or receiver must first obtain leave of the appointing court by making a *prima facie* case that the claim it wishes to bring is not without foundation.

¹³⁷ See April 24 Transcript, 36:24-37:4 (“[W]e’re exactly today where the Court had predicted in entering [the Confirmation Order], that the costs and distraction of this litigation are substantial. And if all we’re doing is replicating a 12(b)(6) hearing on a motion for leave, we’re actually not doing anything to reduce, as the Court made clear, the burdens, distractions, of litigation.”); 37:5-13 (“The Fifth Circuit likewise cited *Barton* in its order affirming the confirmation order. Specifically, it also explained that the provisions, these gatekeeper provisions requiring advance approval were meant to ‘screen and prevent bad-faith litigation.’ Well that – if that means only what the Plaintiff[] say[s] it does, then it really doesn’t do anything at all to screen. There’s no gatekeeping because their version of what that means is always policed under 12(b)(6) standards.”).

representatives of the Claims Purchasers and of Seery and production of documents pursuant to deposition notices and subpoenas duces tecum that HMIT had attached to the motion. On May 26, 2023, this court held yet another status conference. Following the status conference, the court granted in part and denied in part HMIT’s request for expedited discovery by ordering only Seery and Dondero to be made available for depositions prior to the June 8 Hearing. The court reached what seemed like appropriate middle ground by allowing the deposition of Seery and allowing the other parties to depose Dondero (for whom sworn declarations had been submitted), but the court was not going to allow any more discovery (i.e., of the Claims Purchasers) at so late an hour. The court was aware that HMIT and Dondero had been seeking discovery relating to the very claims trades that are the subject of the Revised Proposed Complaint from the Claims Purchasers in Texas state court “Rule 202” proceedings for approximately two years, where their attempts were rebuffed.

Approximately 60 hours before the June 8 Hearing, HMIT filed its Witness and Exhibit List disclosing for the first time two potential expert witnesses (along with biographical information and a disclosure regarding the subject matter of their likely testimony). Highland, the Claimant Trust, and Seery filed a joint motion to exclude the expert testimony and documents (“Motion to Exclude”), which the court ultimately granted in a separate order.

During the full-day June 8 Hearing on the Motion to Leave, the court admitted over 50 HMIT exhibits and over 30 Highland/Claimant Trust exhibits. The court heard testimony from HMIT’s witnesses Dondero and Seery (as an adverse witness) and from the Highland Parties’ witness Mark Patrick, the administrator of HMIT since August 2022 (as an adverse witness). The bankruptcy court allowed HMIT to make a running objection to all evidence—as it continued to argue that evidence was not appropriate.

III. LEGAL ANALYSIS

In determining whether HMIT should be granted leave, pursuant to the Gatekeeper Provision of the Plan and the court’s prior Gatekeeper Orders, to pursue the Proposed Claims, the court must address the issue of whether HMIT would have *standing* to bring the Proposed Claims in the first instance. If so, the next question is whether the Proposed Claims are “*colorable*.” But prior to getting into the weeds on *standing* and “*colorability*,” some general discussion regarding the topic of claims trading in the bankruptcy world seems appropriate, given that HMIT’s Proposed Claims are based, in large part, on allegations of *improper* claims trading.

A. *Claims Trading in the Context of Bankruptcy Cases—Can It Be Tortious or Otherwise Actionable?*

As noted, at the crux of HMIT’s desired lawsuit is what this court will refer to as “claims trading activity” that occurred shortly after the Plan was confirmed, but before the Plan went effective. HMIT believes that the claims trading activity gave rise to various torts: breach of fiduciary duty on the part of Seery; knowing participation in breach of fiduciary duty by the other Proposed Defendants; and conspiracy by all Defendants. HMIT also believes that the following remedies should be imposed: equitable disallowance of the Purchased Claims; disgorgement of the alleged profits the Claims Purchasers made on their purchases; and disgorgement of all Seery’s compensation received since the beginning of his “collusion” with the other Defendants. Without a doubt, the Motion for Leave and Proposed Complaint revolve almost entirely around the claims trading activity.

This begs the question: *When (or under what circumstances) might claims trading activity during a bankruptcy case give rise to a cause of action that either the bankruptcy estate or an economic stakeholder in the case might have standing to bring?* Here, the claims trading

wasn't even "during a bankruptcy case" really—it was post-confirmation and pre-effective date, and it happened to be: (a) after mediation of the claims, (b) after Rule 9019 settlement motions, (c) after objections by Dondero and certain of his family trusts were lodged, (d) after evidentiary hearings, and (e) after orders were ultimately entered *allowing* the claims (and in most cases, such orders were appealed). The further crux of HMIT's desired lawsuit is that Seery allegedly "wrongfully facilitated and promoted the sale of large unsecured creditor claims to his close business allies and friends" by sharing *material non-public information* to them regarding the potential value of the claims (i.e., the potential value of the bankruptcy estate), and this is what made the claims trading activity particularly pernicious. The alleged sharing of MNPI allegedly caused the Claims Purchasers to purchase their claims without doing any due diligence and with knowledge that the claims would be worth much more than the Plan's "pessimistic" projections might have suggested, and also allowed Seery to plant friendly allies into the creditor constituency (and on the post-confirmation CTOB) that would "rubber stamp" his generous compensation. This is all referred to as "not arm's-length" and "collusive." Notably, the MNPI mostly pertained to a likely future acquisition of MGM by Amazon (which transaction, indeed, occurred in 2022, after being publicly announced in Spring of 2021); as noted earlier, Highland owned, directly and indirectly, common stock in MGM. Also notably, there had been rumors and media attention regarding a potential sale of MGM for many months.¹³⁸ In summary, to be clear, HMIT's desired lawsuit is laced with a theme of "insider trading"—although this isn't a situation of securities trading *per se* (i.e., the unsecured Purchased Claims were not securities), and, as noted earlier, the Texas State Securities Board has not seen fit to investigate the claims trading activity.

So, preliminarily, is claims trading in bankruptcy sinister *per se*? The answer is no.

¹³⁸ E.g., Benjamin Mullin, *MGM Holdings, Studio Behind 'James Bond,' Explores a Sale*, THE WALL STREET JOURNAL (Dec. 21, 2020, 6:38 p.m.).

The activity of investing in distressed debt (which frequently occurs during a bankruptcy case—sometimes referred to as “claims trading”) is ubiquitous and, indeed, has been so for a very long time. As noted by one scholar:

The creation of a market in bankruptcy claims is the single most important development in the bankruptcy world since the Bankruptcy Code’s enactment in 1978. [Citations omitted.] Claims trading has revolutionized bankruptcy by making it a much more market-driven process. [Citations omitted.] . . . The development of a robust market for all types of claims against debtors has changed the cast of characters involved in bankruptcies. In addition to long-standing relational creditors, like trade creditors or a single senior secured bank or bank group, bankruptcy cases now involve professional distressed debt investors, whose interests and behavior are often quite different than traditional relational counterparty creditors.

Adam J. Levitin, *Bankruptcy Markets: Making Sense of Claims Trading*, 4 BROOK. J. CORP. FIN. & COM. L. 64, 65 (2010) (hereinafter “*Bankruptcy Markets*”).¹³⁹

As a pure policy matter, some practitioners have bemoaned this claims trading phenomenon, suggesting that “distressed debt traders may sacrifice the long-term viability of a debtor for the ability to realize substantial and quick returns on their investments.”¹⁴⁰ Others suggest that claims trading in bankruptcy is beneficial, in that it allows creditors of a debtor an early exit from a potentially long bankruptcy case, enabling them to save expense and administrative hassles, realize immediate liquidity on their claims (albeit discounted), and may

¹³⁹ See also Aaron Hammer & Michael Brandess, *Claims Trading: The Wild West of Chapter 11s*, AM. BANKR. INST. JOURNAL 62 (Jul./Aug. 2010); Chaim Fortgang & Thomas Mayer, *Trading Claims and Taking Control of Corporations in Chapter 11*, 12 CARDOZO L. REV. 1, 25 (1990) (noting that “the first recorded instance of American fiduciaries trading claims against insolvent debtors predates all federal bankruptcy laws and goes back to 1790” when the original 13 colonies were insolvent, owing tremendous amounts of debt to various parties in connection with the Revolutionary War; early American investors purchased these debts for approximately 25% of their par value, hoping the claims would be paid at face value by the American government).

¹⁴⁰ Harvey R. Miller, *Chapter 11 Reorganization Cases and the Delaware Myth*, 55 VAND. L. REV. 1987, 2016 (2002). See also Harvey R. Miller & Shai Y. Waisman, *Does Chapter 11 Reorganization Remain a Viable Option for Distressed Businesses for the Twenty-First Century?*, 78 AM. BANKR. L.J. 153 (2004); Harvey R. Miller & Shai Y. Waisman, *Is Chapter 11 Bankrupt?*, 47 B.C. L. REV. 129 (2005).

even permit them to take advantage of a tax loss on their own desired timetable.¹⁴¹ On the flipside, “[c]aims trading permits an entrance to the bankruptcy process for those investors who want to take the time and effort to monitor the debtor and contribute expertise to the reorganization process.”¹⁴²

So, what are the “rules of the road” here? What does the Bankruptcy Code dictate regarding claims trading? The answer is nothing. The Bankruptcy Code itself has no provisions whatsoever regarding claims trading. The only thing resembling any regulation of claims trading during a bankruptcy case is found at Federal Rule of Bankruptcy Procedure 3001(e)—the current version of which went into effect in 1991—and it imposes extremely light regulation—if it could even be called that. This rule requires, in pertinent part (at subsection (2)), that “[i]f a claim other than one based on a publicly traded note, bond, or debenture” is traded during the case after a proof of claim is filed, notice/evidence of that trade must be filed with the bankruptcy clerk by the transferee. The transferor shall then be notified and given 21 days to object. If there is an objection, the bankruptcy court will hold a hearing regarding whether a transfer, in fact, took place. If there is no objection, nothing further needs to happen, and the transferee will be considered substituted for the transferor.

There are several things noteworthy about Rule 3001(e)(2). First, the only party given the opportunity to object is the *transferor* of the claim (presumably, in the situation of a dispute regarding whether there was truly an agreement regarding the transfer of the claim). Second, there is no need for a bankruptcy court order approving the transfer (except in the event of an objection

¹⁴¹See *Bankruptcy Markets*, at 70. See also *In re Kreisler*, 546 F.3d 863, 864 (7th Cir. 2008) (“Claims trading allows creditors to opt out of the bankruptcy system, trading an uncertain future payment for an immediate one, so long as they can find a purchaser.”).

¹⁴²*Bankruptcy Markets* at 70 (citing, among other authorities, Edith S. Hotchkiss & Robert M. Mooradian, *Vulture Investors and the Market for Control of Distressed Firms*, 43 J. FIN. ECON. 401, 401 (1997) (finding that “vulture investors add value by disciplining managers of distressed firms”).

by the alleged transferor). Third, the *economic consideration paid need not be disclosed to the court or anyone*. Fourth, there is no requirement or definition of timeliness. Finally, it explicitly does not apply with regard to publicly traded debt. This, alone, means that many claims trades are not even reported in a bankruptcy case. But it is not just publicly traded debt that will not be reflected with a Rule 3001(e) filing. For example, bank debt, in modern times, is often syndicated (i.e., fragmented into many beneficial holders of portions of the debt) and only the administrative agent for the syndicate (or the “lead bank”) will file a proof of claim in the bankruptcy—thus, as the syndicated interests (participations) change hands, and they frequently do, there typically will not be a Rule 3001(e) notice filed.¹⁴³ To be clear here, this syndication-of-bank-debt fact, along with the fact that there are financial products whereby bank debt might be carved up into economic interests separate and apart from legal title to the loan, means there are many situations in which trading of claims during a bankruptcy case is not necessarily transparent or, for that matter, policed by the bankruptcy court. This is the world of modern bankruptcy. Most of the claims trading that gets reported through a Rule 3001(e) notice is the trading of small vendor claims. And this is all regarded as private sale transactions for the most part.¹⁴⁴

Suffice it to say that there is not a wealth of case law dealing with claims trading in a bankruptcy context. Perhaps this is not surprising, since it is not prohibited and *is mostly a matter of private contract between buyer and seller*. The case law that does exist seems to arise in situations of perceived bad faith of a purchaser—for example, when there was an attempt to control voting and/or ultimate control of the debtor through the plan process (not always problematic, but

¹⁴³ Anne Marrs Huber & Thomas H. Young, *The Trading of Bank Debt in and Out of Chapter 11*, 15 J. BANKR. L. & PRAC. 1, 1, 3 (2006).

¹⁴⁴ Note that Bankruptcy Rule 3001(e) was very different before 1991. Between 1983-1991, the rule required that parties transferring claims inform the court that a transfer of claims was taking place and also disclose the consideration paid for the transferred claims. A hearing would take place prior to the execution of a trade. Judicial involvement was required and resulted in judicial scrutiny of transactions—something that simply does not exist today.

there are outlier cases where this was found to cross a line and result in consequences such as disallowing votes on a plan or even equitable subordination of a claim).¹⁴⁵ Another type of case that has generated case law is where the purchaser of claims occupied a fiduciary status with the debtor.¹⁴⁶ Still another type of case that has generated case law is where there is an attempt to cleanse claims that might have risks because of a seller's malfeasance, by trading the claim to a new claim holder.¹⁴⁷

The following is a potpourri of the more notable cases that have addressed claims trading in different contexts. Most of them imposed no adverse consequences on claims traders: *In re Kreisler*, 546 F.3d 863, 864 (7th Cir. 2008) (where a corporation named Garlin, that was owned by the individual chapter 7 debtors' sister and close friend, purchased a \$900,000 bank claim for \$16,500, and there was no disclosure of Garlin's connections to debtors and no Rule 3001(e)(2) notice was filed, the Seventh Circuit reversed the bankruptcy court's invocation of the doctrine of equitable subordination to the claim, stating: "Equitable subordination is generally appropriate only if a creditor is guilty of misconduct that causes injury to the interests of other creditors;" the Seventh Circuit further stated that it could "put to one side whether the court's finding of inequitable conduct was correct" because even if there was misconduct, it did not harm the other creditors, who were in the same position whether the original creditor or Garlin happened to own the claim; the Seventh Circuit did note that Garlin's decision to purchase the original bank

¹⁴⁵ *In re Applegate Prop. Ltd.*, 133 B.R. 827, 836 (Bankr. W.D. Tex. 1991) (designating votes of an affiliate of the debtor that purchased a blocking position to thwart a creditor's plan because it was done in bad faith); *In re Allegheny Int'l, Inc.*, 118 B.R. 282, 289-90 (Bankr. W.D. Pa. 1990) (because of bad faith activities, the court designated votes of a claims purchaser who purchased to get a blocking position on a plan). *But see In re First Humanics Corp.*, 124 B.R. 87, 92 (Bankr. W.D. Mo. 1991) (claims purchased by debtor's former management company to gain standing to file a plan to protect interest of the debtor was in good faith).

¹⁴⁶ *See In re Exec. Office Ctrs., Inc.*, 96 B.R. 642, 649-650 (Bankr. E.D. La. 1988) (and numerous old cites therein).

¹⁴⁷ *Enron Corp. v. Ave. Special Situations Fund II, LP (In re Enron Corp.)*, 340 B.R. 180 (Bankr. S.D.N.Y. 2006), vacated, *Enron Corp. v. Springfield Assocs., L.L.C. (In re Enron Corp.)*, 379 B.R. 425 (S.D.N.Y. 2007); *Enron Corp. v. Ave. Special Situations Fund II, LP (In re Enron Corp.)*, 333 B.R. 205, 211 (Bankr. S.D.N.Y. 2005).

creditor's claim might have disadvantaged the other creditors if it interfered with the trustee's own potential settlement with the original bank creditor (note that the trustee argued that she had been negotiating a deal with bank under which bank might have reduced its claims); however, the trustee presented no evidence that any deal with the bank was imminent or even likely; thus, whether such a deal could have been reached was speculation; equitable subordination was therefore improper."); *Viking Assocs., L.L.C. v. Drewes (In re Olson)*, 120 F.3d 98, 102 (8th Cir. 1997) (case involved the actions of an entity known as Viking in purchasing all of the unsecured claims against the bankruptcy estate of two chapter 7 debtors, Hugo and Jeraldine Olson; Viking was a related entity, owned by the debtors' children, and purchased \$525,000 of unsecured claims for \$67,000; while the bankruptcy court had discounted the claims down to the purchase amount and subordinated Viking's discounted claims to the claims of the other unsecured creditors, relying on section 105 of the Bankruptcy Code, the Eighth Circuit held that the bankruptcy court lacked the authority to do this, and, thus, reversed and remanded; the Eighth Circuit noted that in 1991, Bankruptcy Rule 3001(e)(2) was amended "to restrict the bankruptcy court's power to inspect the terms of" claims transfers. *Id.* at 101 (citing *In re SPM Mfg. Corp.*, 984 F.2d 1305, 1314 n. 9 (1st Cir. 1993)); the text of the rule makes clear that the existence of a "dispute" depends upon an objection by the **transferor**; where there is no objection by the **transferor**, there is no longer any role for the court); *Citicorp. Venture Capital, Ltd. v. Official Committee of Unsecured Creditors (In re Papercraft Corp.)*, 160 F.3d 982 (3d Cir. 1998) (large investor who held seat on board of directors of debtor and debtor's parent, and who also had nonpublic information regarding the debtor's value, anonymously purchased 40% of the unsecured claims at a steep discount during the chapter 11 case, and then, having obtained a blocking position for plan voting purposes, proposed a plan to acquire debtor; the claims purchaser's claims were equitably reduced to amount

paid for the claims since investor was a fiduciary who was deemed to have engaged in inequitable conduct); *Figter Ltd. v. Teachers Ins. & Annuity Ass'n of Am. (In re Figter)*, 118 F.3d 635 (9th Cir. 1997) (Ninth Circuit affirmed bankruptcy court's ruling that a secured creditor's purchase of 21 out of 34 unsecured claims in the case was in good faith and it would not be prohibited from voting such claims on the debtor's plan, pursuant to Bankruptcy Code section 1126(e)); *In re Lorraine Castle Apartments Bldg. Corp.*, 145 F.2d 55, 57 & 58 (7th Cir. 1945) (in a case under the old Bankruptcy Act, in which there were more restrictions on claims trading, a debtor and two of its stockholders argued that the claims of purchasers of bonds should be limited to the amounts they paid for them; bankruptcy court special master found, "that, though he did not approve generally the ethics reflected by speculation in such bonds," there was no cause for limitation of the amounts of their claims, pointing out that the persons who had dealt in the bonds were not officials, directors, or stockholders of the corporation and owed no fiduciary duty to the estate or its beneficiaries—rather they were investors or speculators who thought the bonds were selling too cheaply and that they might make a legitimate profit upon them; the district court agreed, as did the Seventh Circuit, noting that "[t]o reduce the participation to the amount paid for securities, in the absence of exceptional circumstances which are not present here, would reduce the value of such bonds to those who have them and want to sell them. This would result in unearned, undeserved profit for the debtor, destroy or impair the sales value of securities by abolishing the profit motive, which inspires purchasers."); *In re Washington Mutual, Inc.*, 461 B.R. 200 (Bankr. Del. 2011), *vacated in part*, 2012 WL 1563880 (Bankr. D. Del. Feb. 24, 2012) (discussion of an equity committee's potential standing to pursue equitable subordination or equitable disallowance of the claims of certain noteholders who had allegedly traded their claims during the chapter 11

case while having material non-public information; while bankruptcy court originally indicating these were viable tools, court later vacated its ruling on this after a settlement was reached).

Suffice it to say that the courts have, more often than not, been unwilling to impose legal consequences, for an actor's involvement with claims trading. At most, in outlier-type situations during a case, courts have taken steps to disallow claims for voting purposes or to subordinate claims to other unsecured creditors for distribution purposes.¹⁴⁸ But the case at bar does not present facts that are typical of any of the situations in reported cases.

For one thing, unlike in the reported cases this court has located, there *seems to have been complete symmetry of sophistication among the claim sellers and claim purchasers here—and complete symmetry with HMIT for that matter*. All persons involved are highly sophisticated financial institutions, hedge funds, or private equity funds. No one was a “mom-and-pop” type business or vendor that might be vulnerable to chicanery. The claims ranged from being worth \$10's of millions of dollars to \$100's of millions of dollars in face value. And, of course, the sellers/transfersors of the claims have never shown up, subsequent to the claims trading

¹⁴⁸ Note that, while some cases suggest that outright disallowance of an unsecured claim, in the case of “inequitable conduct” might be permitted (not merely equitable subordination to unsecured creditors)—usually citing to *Pepper v. Litton*, 308 U.S. 295 (1939)—the Fifth Circuit has suggested otherwise. *In re Mobile Steel Co., Inc.*, 563 F.2d 692, 699-700 (5th Cir. 1977) (cleaned up) (noting that “equitable considerations can justify only the subordination of claims, not their disallowance” and also noting that “three conditions must be satisfied before exercise of the power of equitable subordination is appropriate[:]: (i) The claimant must have engaged in some type of inequitable conduct[:]; (ii) The misconduct must have resulted in injury to the creditors of the bankrupt or conferred an unfair advantage on the claimant[:]; and] (iii) Equitable subordination of the claim must not be inconsistent with the provisions of the Bankruptcy Act.” In *Mobile Steel*, the Fifth Circuit held that the bankruptcy judge exceeded the bounds of his equitable jurisdiction by disallowing a group of claims and also reversed the subordination of certain claims, on the grounds that the bankruptcy court had made clearly erroneous findings regarding alleged inequitable conduct and other necessary facts. *Contrast In re Lothian Oil Inc.*, 650 F.3d 539 (5th Cir. 2011) (involving the question of whether a bankruptcy court may *recharacterize* a claim as equity rather than debt; the court held yes, but it has nothing to do with inequitable conduct *per se*; rather section 502(b)'s language that a claim should be allowed unless it is “unenforceable against the debtor and property of the debtor, under any agreement or applicable law....” is the relevant authority; unlike equitable subordination, recharacterization is about looking at the true substance of a transaction not the conduct of a party (if it looks like a duck and quacks like a duck, it's a duck—i.e., equity); the court indicated that section 105 is not a basis to recharacterize debt as equity; it's a matter of looking at state law to determine if there is any basis and looking at the nature of the underlying transaction—as either a lending arrangement or equity infusion.

transactions, to complain about anything. Everyone involved here is, essentially, a behemoth and there is literally no sign of innocent creditors getting harmed. Second, the case at bar is unique in that the claims traded here *had all been allowed after objections, mediation, and Rule 9019 settlements during the bankruptcy case*. Thus, the amounts that would be paid on them were “locked in,” so to speak. There was no risk to a hypothetical claims-purchaser of disallowance, offset, or any “claw-back” litigation (or—one might have reasonably assumed—any type of litigation). Third, the terms for distributions on unsecured claims had been established in a confirmed plan (although the claims were purchased before the effective date of the Plan). Thus, there was a degree of certainty regarding return on investment for the Claims Purchasers here that was much higher than if the claims had been purchased early, during, or mid-way through the case.¹⁴⁹ *This was post-confirmation, pre-effective date claims purchasing*. Interestingly, all three of these facts might suggest that little due diligence would be undertaken by any hypothetical purchaser. The rules of the road had been set. The court makes this observation because HMIT has suggested there is something highly suspicious about the fact that Farallon allegedly told Dondero that it did no due diligence before purchasing its claims (leading him to conclude that the Claims Purchasers must have purchased their claims based on receiving MNPI from Seery). Not only has there been no colorable evidence suggesting that insider information was shared, but the lack of due diligence in this context does not reasonably seem suspicious. The claims purchases

¹⁴⁹ See *discussion* in BANKRUPTCY MARKETS, at 91:

Some claims purchasers buy before the bankruptcy petition is filed, some at the beginning of the case, and some towards the end. For example, there are investors who look to purchase at low prices either when a business is failing or early in the bankruptcy and ride through the case until payouts are fairly certain. [Citations omitted.] These investors might be hoping to buy at 30 cents on the dollar and get a payout at 70 cents on the dollar. Perhaps if they waited another six months, the payout would be 74 cents on the dollar, but the additional 4 cents on the dollar for six months might not be a worthwhile return for the time value of the investment. Other investors might not want to assume the risk that exists in the early days of a case when the fate of the debtor is much less certain, but they would gladly purchase at 70 cents on the dollar at the end of the case to get a payout of 74 cents on the dollar six months later.

were almost like passive investments, at this point—there was no risk of a claim objection and there was a confirmed plan, with a lengthy disclosure statement that described not only plan payment terms and projections, but essentially anything that any investor might want to know.

To reiterate, here, HMIT seeks leave to assert the following causes of action:

- I. Breach of Fiduciary Duties (Seery)
- II. Knowing Participation in Breach of Fiduciary Duties (Claims Purchasers)
- III. Conspiracy (all Proposed Defendants)
- IV. Equitable Disallowance (Claims Purchasers)
- V. Unjust Enrichment and Constructive Trust (all Proposed Defendants)
- VI. Declaratory Judgment (all Proposed Defendants)

The court struggles to fathom how any of these proposed causes of action or remedies can be applied in the context of: (a) post-confirmation claims trading; (b) where the claims have all been litigated and allowed.

In reflecting on the case law and various Bankruptcy Code provisions, the court can fathom the following hypotheticals in which claims trading during a bankruptcy case might be somehow actionable:

Hypothetical #1: The most obvious situation would be if a purchaser of a claim files a Rule 3001(e) Notice, and the seller/transferor then files an objection thereto. There would then be a contested hearing between purchaser and seller regarding the validity of the transfer with the bankruptcy court issuing an appropriate order after the hearing on the objection. *As noted, there was no objection to the Rule 3001(e) notices here.*

Hypothetical #2: Alternatively, there could be a breach of contract suit between purchaser and seller if one thinks the other breached the purchase-sale agreement somehow. Perhaps torts might also be alleged in such litigation. *As noted, there is no dispute between purchasers and sellers here.*

Hypothetical #3: If there is believed to be fraud in connection with a plan, a party in interest might, pursuant to section 1144 of the Bankruptcy Code, move for

revocation of the plan “at any time before 180 days after the date of entry of the order for confirmation” and the court “may revoke such order if and only if such order was procured by fraud.” *As noted, here HMIT has suggested that the “pessimistic” plan projections may have been fraudulent or misrepresentations somehow. The time elapsed long ago to seek revocation of the Plan.*

Hypothetical #4: As discussed above, in rare situations (bad faith), during a Chapter 11 case, before a plan is confirmed, a claims purchaser’s claim might not be allowed for voting purposes. *See* Sections 1126(e) of the Bankruptcy Code (“the court may designate any entity whose acceptance or rejection of such plan was not in good faith”). *Obviously, in this case, this is not applicable—the claims were purchased post-confirmation.*

Hypothetical #5: As discussed above, in rare situations (inequitable conduct), a court might equitably subordinate *claims* to *other claims*. *See* Section 510(c) of the Bankruptcy Code. But here, HMIT is seeking either: (a) equitable subordination of the *claims* of the Claims Purchaser to HMIT’s *Class 10 former equity interest* (in contravention of the explicit terms of section 510(c)) or, (b) *equitable disallowance* of the claims of the Claims Purchasers (in contravention of *Mobile Steel*).

Hypothetical #6: Bankruptcy Code section 502(b)(1) and the Fifth Circuit’s *Lothian Oil* case may permit “recharacterization” of a claim from debt to equity in certain circumstances, but not in circumstances like the ones in this case. Here, the claims have already been adjudicated and allowed (some after mediation, and all after Rule 9019 settlement orders). The only way to reconsider a claim in a bankruptcy case that has already been allowed is through Bankruptcy Code section 502(j) (“A claim that has been allowed or disallowed may be reconsidered for cause. . . according to the equities of the case.”). The problem here is that Bankruptcy Rule 9024 provides that a motion for “reconsideration of an order allowing or disallowing a claim against the estate *entered without a contest* is not subject to the one year limitation prescribed in Rule 60(c)” (emphasis added). Here there was most definitely “a contest” with regard to all of these purchased claims. *Thus, it would appear that any effort to have a court reconsider these claims pursuant to section 502(j) is untimely—as it has been well beyond a year since they were allowed.*

Hypothetical #7: If a party believes “insider trading” occurred there are governmental agencies that investigate and police that. *Here, the purchased claims (which were not based on bonds or certificated equity interests) would not be securities so as to fall under the SEC’s purview. Moreover, there was evidence that HMIT or Dondero-Related entities requested that the Texas State Securities Board investigate the claims trading and the board did not find a basis to pursue anyone for wrongdoing.*

Hypothetical #8: The United States Trustee can investigate wrongdoing by a debtor or unsecured creditors committee. While the United States Trustee would naturally have concerns about members of an unsecured creditors committee (or an officer of a debtor-in-possession) adhering to fiduciary duties and not putting their

own interests above those of the estate, here, there are a couple of points that seem noteworthy. One, the claims trading activity was post-confirmation so—while certain of the claim-sellers may have still been on the unsecured creditors committee, as the effective date of the plan had not yet occurred—the circumstances are very different than if this had all happened during the early, contentious stages of the case. It seems inconceivable that there was somehow a disparity of information that might be troubling—the Plan had been confirmed and it was available for the world to see. The whole notion of “insider information” (just after confirmation here) feels a bit off-point. Bankruptcy practitioners and judges sometimes call bankruptcy a fishbowl or use the “open kimono” metaphor for good reason. It is generally a very open process. And information-sharing on the part of a debtor-in-possession or unsecured creditors committee is intended to be robust. *See, e.g.*, Bankruptcy Code sections 521 and 1102(b)(3). In a way, HMIT here seems to be complaining about this very situation that the Code and Rules have designed.

In summary, claims trading is a highly *unregulated* activity in the bankruptcy world.

HMIT is attempting to pursue causes of action here that, to this court’s knowledge, have never been allowed in a context like this.

B. Back to Standing—Would HMIT Have Standing to Bring the Proposed Claims?

The Proposed Defendants argue that HMIT lacks standing to bring the Proposed Claims, either: (a) derivatively on behalf of the Reorganized Debtor and Claimant Trust, or (b) directly on behalf of itself. Thus, they argue that this is one reason that the Motion for Leave should be denied.

In making their specific standing arguments, the parties analyze things slightly differently:

The Claims Purchasers focus primarily on HMIT’s lack of *constitutional* standing but also argue that HMIT does not have *prudential* standing under Delaware trust law to bring the Proposed Claims either individually or derivatively. Why do they mention Delaware trust law? Because the Claimant Trust is a Delaware statutory trust governed by the Delaware Statutory Trust Act, 12 Del. C. §§ 3801–29.¹⁵⁰

The Highland Parties’ standing arguments focus almost entirely on HMIT’s lack of *prudential* standing under Delaware trust law to bring the Proposed Claims.

HMIT argues that the Proposed Defendants “play fast and loose with standing arguments” and that HMIT has *constitutional* standing as a “party aggrieved”¹⁵¹ to bring the Proposed Claims on behalf of itself. HMIT also argues that it has standing under Delaware trust law to bring a

¹⁵⁰ *See* Proposed Complaint, ¶ 26.

¹⁵¹ Proposed Complaint, ¶7.

derivative action on behalf of the Claimant Trust, and that it not only has standing to bring the Proposed Claims derivatively on behalf of the Reorganized Debtor under the Plan, but it is the best party to do so.

1. The Different Types of Standing: Constitutional Versus Prudential

The parties are addressing two concepts of standing that can sometimes be confused and misapplied by both attorneys and judges: *constitutional Article III standing*, which implicates federal court subject matter jurisdiction,¹⁵² and the narrower standing concept of *prudential standing*, which does not implicate subject matter jurisdiction but nevertheless might prevent a party from having capacity to sue, pursuant to limitations set by courts, statutes or other law.

Article III constitutional standing works as follows: a plaintiff, as the party invoking federal jurisdiction, bears the burden of establishing three elements: (1) that he or she suffered an injury in fact that is concrete, particularized, and actual or imminent—not conjectural or hypothetical, (2) that there is a causal connection between the injury and the conduct complained of, and (3) it must be likely, not speculative, that the injury will be redressed by a favorable decision.¹⁵³ “If the plaintiff does not claim to have suffered an injury that the defendant caused and the court can remedy, there is no case or controversy for the federal court to resolve.”¹⁵⁴ These elements ensure that a plaintiff has “such a personal stake in the outcome of the controversy’ as to warrant his invocation of federal-court jurisdiction and to justify exercise of the court’s remedial powers on his behalf.”¹⁵⁵

¹⁵² Article III, Section 2 of the U.S. Constitution gives federal courts jurisdiction over enumerated cases and controversies.

¹⁵³ See *Thole v. U.S. Bank, N.A.*, 140 S.Ct. 1615, 1618 (2020)(citing the Supreme Court’s seminal case on the tripartite test for Article III constitutional standing, *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560-61 (1992), where the Supreme Court stated that “the irreducible constitutional minimum of standing contains [the] three elements”); see also *Spokeo*, 578 U.S. at 338; *Abraugh v. Altimus*, 26 F.4th 298, 302 (5th Cir. 2022) (citing *id.*).

¹⁵⁴ *Transunion LLC v. Ramirez*, 141 S.Ct. 2190, 2203 (2021)(cleaned up).

¹⁵⁵ *Warth v. Seldin*, 422 U.S. 490, 498-99 (1975) (quoting *Baker v. Carr*, 369 U.S. 186, 204 (1962)).

Apart from this minimal constitutional mandate, courts and statutes have set other limits on the class of persons who may seek judicial remedies—and this is the concept of prudential standing. In its recent opinion in *Abraugh v. Altimus*,¹⁵⁶ the Fifth Circuit set forth a detailed analysis of the two types of “standing,” noting that the term “standing” is often “misused” in our legal system, which has led to confusion for both attorneys and judges.¹⁵⁷ The constitutional standing that is necessary for a court to exercise subject matter jurisdiction is broader than prudential standing and is only the first hurdle a party must clear before pursuing a claim in federal court.

The Fifth Circuit explained that *in addition to* Article III constitutional standing, “courts have occasionally articulated other ‘standing’ requirements that plaintiffs must satisfy under certain conditions, *beyond those imposed by Article III*,”¹⁵⁸ such as the “standing” requirement that might be imposed by a statute or by jurisprudence. The *Abraugh* case was a perfect example of the latter.

Abraugh involved the civil rights statutes that provide, among other things, that “a party must have standing under the state wrongful death or survival statutes to bring [a § 1983 cause of action]” and noted that these statutes impose additional “standing” requirements that are a matter of prudential standing, not constitutional standing.¹⁵⁹ In *Abraugh*, the Fifth Circuit reversed and remanded a district court’s dismissal of a § 1983 civil rights cause of action—noting that the district court had stated that it was dismissing based on a “lack of subject matter jurisdiction” because the plaintiff in that action lacked standing.¹⁶⁰ The plaintiff was the mother of a prisoner

¹⁵⁶ 26 F.4th 298.

¹⁵⁷ *Id.* at 303.

¹⁵⁸ *Id.* at 302 (emphasis added).

¹⁵⁹ *Id.* at 302-303.

¹⁶⁰ *Id.* at 301.

who died by suicide while in custody who brought a § 1983 action against Louisiana correctional officers and officials. After finding that the plaintiff/mother lacked standing under Louisiana’s wrongful death and survival statutes (because there had been a surviving child and wife of the prisoner who were the proper parties with capacity to sue), the district court held that it was dismissing for lack of subject matter jurisdiction. The Fifth Circuit pointed out that the plaintiff/mother may have lacked standing under Louisiana’s wrongful death and survival statutes to bring the claim under § 1983, but that type of standing was matter of *prudential* standing, and the plaintiff/mother actually *did* have *Article III* constitutional standing (“a constitutionally cognizable interest in the life of her son”).¹⁶¹ Thus, the district court’s error was *not* in finding that the plaintiff/mother lacked prudential standing but in improperly conflating the two standing concepts when it held that it had lacked *subject matter jurisdiction* to consider any of the plaintiff’s/mother’s amended complaints.¹⁶² The Fifth Circuit noted specifically that¹⁶³

prudential standing does not present a jurisdictional question, but “a merits question: who, according to the governing substantive law, is entitled to enforce the right?” As the Federal Rules of Civil Procedure make clear, “an action must be prosecuted in the name of the real party in interest.” FED. R. CIV. P. 17(a)(1). And a violation of this rule is a failure of “prudential” standing. “Not one of our precedents holds that the inquiry is jurisdictional.” It goes only to the validity of the cause of action. And “the absence of a valid . . . cause of action does not implicate subject-matter jurisdiction.”

Somewhat relevant to this prudential standing discussion is the fact that, in this bankruptcy case, there have been dozens of appeals of bankruptcy court orders by Dondero and Dondero-related entities. In connection therewith, both the district court and the Fifth Circuit, in evaluating the *appellate standing* of the appellants, have taken pains to distinguish between the concepts of:

¹⁶¹ *Id.*

¹⁶² *Id.* at 301, 303-304. The Fifth Circuit opined that “the district court did not err in describing [the mother’s] inability to sue under Louisiana law as a defect of ‘standing[, b]ut it is a defect of prudential standing, not Article III standing” thus technically not implicating the federal court’s subject matter jurisdiction. *Id.* at 303.

¹⁶³ *Id.* at 304 (cleaned up).

(a) traditional, constitutional standing, and (b) a type of prudential standing known as the “person aggrieved” test, which is applied in the Fifth Circuit in determining whether a party has *standing to appeal a bankruptcy court order*—which it describes as a narrower and “more exacting” standard than constitutional standing. As explained in a Fifth Circuit opinion addressing the standing of a Dondero-related entity called NexPoint to appeal bankruptcy court orders allowing professional fees, the “person aggrieved” standard that is typically applied to ascertain bankruptcy *appellate* standing originated in a statute in the Bankruptcy Act. The Fifth Circuit continued to apply it after Congress removed the provision when it enacted the Bankruptcy Code in 1978.¹⁶⁴ Because it is narrower and “more exacting” than the test for Article III constitutional standing, it involves application of prudential standing considerations.¹⁶⁵ The Fifth Circuit describes the “person aggrieved” test for bankruptcy appellant standing as requiring that an appellant show that it was “*directly and adversely affected pecuniarily* by the order of the bankruptcy court,” requiring “a higher causal nexus between act and injury than traditional standing . . . that best deals with the unique posture of bankruptcy actions.”¹⁶⁶ In affirming the district court’s dismissal of NexPoint’s appeal of the bankruptcy court’s fee orders, due to NexPoint’s lack of prudential standing under the “person aggrieved” test, the court rejected NexPoint’s argument that it had standing to appeal

¹⁶⁴ *NexPoint Advisors, L.P. v. Pachulski Stang Ziehl & Jones, L.L.P. (In re Highland Capital Management, L.P.)*, No. 22-10575, 2023 WL 4621466, *2 (5th Cir. July 19, 2023)(citing *In re Coho Energy Inc.*, 395 F.3d 198, 202 (5th Cir. 2004)(cleaned up)).

¹⁶⁵ *Id.* at *1, **4-6 (where the Fifth Circuit repeatedly throughout its opinion refers to the “person aggrieved” test for standing in bankruptcy actions as a test for “prudential standing.”); *see also Dondero v. Highland Capital Mgt., L.P.*, Civ. Act. No. 3:20-cv-3390-X, 2002 WL 837208 (N.D. Tex. Mar. 18, 2022)(where the district court, in addressing Dondero’s standing to appeal a bankruptcy court order approving a Rule 9019 settlement (between Highland and Acis Capital Management GP LLC), notes that “[i]t is substantially more difficult to have standing to appeal a bankruptcy court’s order than it is to pursue a typical complaint under Article III of the U.S. Constitution” and that “the Fifth Circuit has long recognized that bankruptcy cases’ wide-reaching scope calls for a more stringent standing test.”).

¹⁶⁶ *See id.* at *3 (cleaned up). The court quotes its 2018 opinion in *Matter of Technicool Sys., Inc. (In re Technicool)*, 896 F.3d 382, 385 (5th Cir. 2018), which explains why the “person aggrieved” prudential standing standard is applied in bankruptcy actions: “Bankruptcy cases often involve numerous parties with conflicting and overlapping interests. Allowing each and every party to appeal each and every order would clog up the system and bog down the courts. Given the specter of such sclerotic litigation, standing to appeal a bankruptcy court order is, of necessity, *quite limited.*” *Id.* (cleaned up).

because “it meets traditional Article III standing requirements [and that the more exacting] prudential standing considerations such as the ‘person aggrieved’ standard” did not survive the Supreme Court’s 2014 *Lexmark*¹⁶⁷ opinion,¹⁶⁸ which addressed standing issues in the context of false advertising claims under the Lanham Act and reminded that courts may not “limit a cause of action that Congress has created merely because ‘prudence’ dictates.”¹⁶⁹ The Fifth Circuit held that the Supreme Court’s reminder in *Lexmark* did not nullify the “person aggrieved” test for prudential standing in bankruptcy appeals, citing its own decision in *Superior MRI Services Inc. v. Alliance Healthcare Services, Inc.*¹⁷⁰ (rendered a year after *Lexmark* was decided), in which it held that *Lexmark* applied only to the circumstances of that case, “rather than broadly modifying—or undermining—all prudential standing concerns, such as the one animating the ‘person aggrieved’ standard in bankruptcy appeals.”¹⁷¹

Similarly, in yet another appeal in this bankruptcy case involving three Dondero-related entities as appellants (NexPoint, Dugaboy, and HCMFA)—this one an appeal of a bankruptcy court order authorizing the creation of an indemnity subtrust and entry into an indemnity trust agreement—the district court noted the parties’ confusion about the standing issue, as exemplified in the parties’ reference to constitutional standing when they were actually arguing that they had prudential standing under the “person aggrieved” test: “Although the parties frame this issue as one of constitutional standing . . . they cite case law and present arguments about the prudential

¹⁶⁷ *Lexmark Int’l, Inc. v. Static Control Components, Inc.*, 572 U.S. 118 (2014).

¹⁶⁸ *Id.* at *2.

¹⁶⁹ *See id.* at *4 (cleaned up).

¹⁷⁰ 778 F.3d 502 (5th Cir. 2015).

¹⁷¹ *NexPoint*, 2023 WL 4621466 at *4 (cleaned up). The Fifth Circuit explicitly stated that “*Lexmark* does not expressly reach prudential concerns in bankruptcy appeals and brought no change relevant here.” *Id.* at *5 (cleaned up).

standing requirement embodied in the ‘person aggrieved’ test.”¹⁷² The district court noted that it had an “independent obligation to consider constitutional standing before reaching its prudential aspects.”¹⁷³ The district court dismissed the appeal as to Dugaboy and HCMFA for lack of standing but, upon concluding that NexPoint did have standing, dismissed the appeal as to it on the merits. The Fifth Circuit affirmed.¹⁷⁴ Interestingly, the court noted that, while the parties did not contest the district court’s determination that NexPoint had standing to pursue the appeal, it “may consider prudential standing issues *sua sponte*.”¹⁷⁵ In doing so, the Fifth Circuit recognized the distinction between constitutional standing and the prudential “person aggrieved” test applied to bankruptcy appeals, which “is, of necessity, quite limited” and “an even more exacting standard than traditional constitutional standing,” as it requires an appellant to show that it is “directly, adversely, and financially impacted by a bankruptcy order.”¹⁷⁶

In summary, in analyzing whether HMIT would have standing to bring the Proposed Claims, this court must **first** determine whether HMIT would have constitutional standing under Article III (which is a subject matter jurisdiction hurdle) and, assuming it does, then **additionally** address whether HMIT would also have prudential standing (i.e., capacity to sue) pursuant to any applicable statutes (e.g., Delaware statutes), jurisprudence, or other substantive law that might **limit** who may sue. Notwithstanding HMIT’s argument that it has standing under the “person

¹⁷² *Highland Capital Mgt. Fund Advisors, L.P. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, Civ. Act. No. 3:21-cv-1895-D, 2022 WL 270862, *1 (N.D. Tex. 18, 2022)(cleaned up). The district court dismissed the appeals of two of the appellants, Dugaboy and HCMFA, finding that they lacked both constitutional standing and prudential standing under the “person aggrieved” test and affirmed the bankruptcy court’s order after finding the third appellant, NexPoint, to have prudential standing under the “person aggrieved” test. *Id.* at **1-3 and *4.

¹⁷³ *Id.* at *1 n.2.

¹⁷⁴ *Highland Capital Mgt. Fund, L.P. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, 57 F.4th 494 (5th Cir. 2023).

¹⁷⁵ *Id.* at 501 (cleaned up).

¹⁷⁶ *Id.*

aggrieved” test¹⁷⁷—which, as discussed above, is a matter of prudential standing—this is applied only in the context of bankruptcy *appellate* matters.¹⁷⁸ As noted in its most recent opinion discussing standing in an appeal from the Highland bankruptcy case, the Fifth Circuit reiterated that the “person aggrieved” test is a test for bankruptcy *appellate* standing, which is narrower than a party in interest’s right to be heard in bankruptcy cases in general.¹⁷⁹ The court rejected an argument that Bankruptcy Code § 1109, which provides that “[a] party in interest . . . may raise and may appear and be heard on any issue in a case under this chapter” confers *appellate* standing, noting that “one’s standing to appear and be heard before the bankruptcy court [is] a concept distinct from standing to appeal the merits of a decision” and that the “person aggrieved” test for bankruptcy appellate standing is narrower than the test for determining one’s standing to appear and be heard in a bankruptcy proceeding.¹⁸⁰

Thus, the court will now analyze whether HMIT would, at a minimum, have constitutional standing to bring the Proposed Claims.

2. HMIT Would Lack Article III Constitutional Standing to Bring the Proposed Claims.

As noted above, the Supreme Court and the Fifth Circuit have made clear that constitutional standing is necessary for a court to exercise subject matter jurisdiction. It is only the first hurdle a party must clear before pursuing a claim in federal court. HMIT, as plaintiff, would bear the

¹⁷⁷ HMIT insists that it has constitutional standing to bring claims on its individual behalf “as an aggrieved party.” See Reply, ¶ 7.

¹⁷⁸ HMIT’s argument in this matter that it has constitutional standing because it is a “party aggrieved” incorrectly conflates the prudential bankruptcy appellate “person aggrieved” test with the broader test that is applied to constitutional standing. The court is not being critical of this mistake. As noted at *supra* note 149, the Fifth Circuit in *Abraugh* pointed out that courts and attorneys alike have created confusion by misusing the term “standing” when they equate a lack of “standing,” in all instances, with a lack of subject matter jurisdiction, even when the party is found to lack only prudential standing. Thus, HMIT is not alone in its confusion over the two different concepts of standing.

¹⁷⁹ See *NexPoint*, 2023 WL 4621466 at *6.

¹⁸⁰ *Id.* at *6 (cleaned up)(“Because Section 1109(b) expands the right to be heard [in a bankruptcy proceeding] to a wider class than those who qualify under the ‘person aggrieved’ standard, courts considering the issue have concluded that merely being a party in interest is insufficient to confer *appellate* standing.”)(emphasis added).

burden of establishing: (1) that it suffered an injury in fact that is concrete, particularized, and actual or imminent—not conjectural or hypothetical, (2) that there is a causal connection between the injury and the conduct complained of, and (3) it must be likely, not speculative, that the injury will be redressed by a favorable decision.¹⁸¹

Concrete and Particularized; Actual or Imminent. As the Supreme Court made clear in the *Lujan* case, the injury in fact element requires a showing that the injury was “concrete and particularized” and “actual or imminent, not conjectural or hypothetical.”¹⁸² The Supreme Court in the *Spokeo* case expounded on the “concrete and particularized” requirements of the “injury in fact” element. Particularization requires a showing that the injury “must affect the plaintiff in a personal and individual way,” but while particularization is necessary, it alone is “not sufficient,” because an injury in fact must also be “concrete.”¹⁸³ And, concreteness is “quite different from particularization.”¹⁸⁴ A “concrete” injury must be “real,” and “not abstract,” though it does not mean that the injury must be “tangible,” as the injury can be intangible and nevertheless be concrete.¹⁸⁵ In addition to the concreteness and particularization requirements, an injury in fact must be “actual or imminent” such that “allegations of injury that is merely conjectural or hypothetical do not suffice to confer standing.”¹⁸⁶ “Although imminence is concededly a somewhat elastic concept, it cannot be stretched beyond its purpose, which is to ensure that the alleged injury is not too speculative for Article III purposes—that the injury is *certainly*

¹⁸¹ See *supra* note 153.

¹⁸² *Lujan*, 504 U.S. at 560 (cleaned up).

¹⁸³ *Spokeo*, 578 U.S. at 339.

¹⁸⁴ *Id.* at 340.

¹⁸⁵ *Id.*

¹⁸⁶ *Little v. KPMG LLP*, 575 F.3d 533, 540 (5th Cir. 2009).

impending”; “allegations of *possible* future injury are not sufficient.”¹⁸⁷

Traceability - Causal Connection. As to the second element—that the injury was caused by the defendant—the Supreme Court in *Lujan* further described it as requiring a showing that “the injury has to be fairly traceable to the challenged action of the defendant.”¹⁸⁸ The “fairly traceable” test requires an examination of “the causal connection between the assertedly unlawful conduct and the alleged injury.”¹⁸⁹

Redressability. The third element—redressability—requires the court to examine the connection “between the alleged injury and the judicial relief requested.”¹⁹⁰ “Relief that does not remedy the injury suffered cannot bootstrap a plaintiff into federal court.”¹⁹¹ “[A] court must determine that there is an available remedy which will have a ‘substantial probability’ of redressing the plaintiff’s injury.”¹⁹²

The Claims Purchasers argue that HMIT lacks constitutional standing to pursue the claims asserted in the Proposed Complaint because: (i) neither HMIT nor the Bankruptcy Estate was injured by the Claim Purchasers’ acquisition of the claims; and (ii) the Proposed Complaint lacks a theory of cognizable damages to the Reorganized Debtor, the Claimant Trust, and/or the beneficiaries of the Claimant Trust.¹⁹³

¹⁸⁷ *Clapper v. Amnesty Intern. USA*, 568 U.S. 398, 409 (2013)(cleaned up); *see also Abdullah v. Paxton*, 65 F.4th 204, 208 (5th Cir. 2023)(“[Injury] cannot be speculative, conjectural, or hypothetical [and] [a]llegations of only a ‘possible’ future injury similarly will not suffice.”)(cleaned up).

¹⁸⁸ *Lujan*, 504 U.S. at 560-61 (cleaned up).

¹⁸⁹ *Allen v. Wright*, 468 U.S. 737, 753 n. 19 (1984).

¹⁹⁰ *Id.* (noting “it is important to keep the [‘fairly traceable’ and ‘redressability’] inquiries separate if the ‘redressability’ component is to focus on the requested relief.”).

¹⁹¹ *Steel Co. v. Citizens for a Better Env’t*, 523 U.S. 83, 107 (1998).

¹⁹² *City of Los Angeles v. Lyons*, 461 U.S. 95, 129 n.20 (1983)(Marshall, J., dissenting)(cleaned up); *see also Ondrusek v. U.S. Army Corps of Engineers*, Civ. Act. No. 3:22-cv-1874-N, 2023 WL 2169908, at *5 (“Plaintiffs have not demonstrated that any available remedy would be sufficiently likely to relieve their alleged economic losses. Without a showing of redressability, those harms also cannot support Plaintiff’s Article III standing.”).

¹⁹³ As noted earlier, certain of the Proposed Defendants—the Highland Parties—do not focus on HMIT’s lack of constitutional standing to pursue the Proposed Claims against them, but on its lack of prudential standing under

The court agrees with the Claims Purchasers’ argument here. What is HMIT’s concrete and particularized injury—that is “real” and is not abstract? That is not conjectural or hypothetical? That is actual or imminent?

Recall that, under the Plan, HMIT holds a Class 10 contingent interest in the Claimant Trust that only realizes value if all creditors are paid in full with interest. HMIT alleges the following injury: it has suffered a devaluation of its unvested Contingent Claimant Trust Interest by virtue of the alleged over-compensation of Seery as the Claimant Trustee—Seery’s alleged over-compensation depletes the assets in the Claimant Trust available for distribution to creditors under the Plan, such that there is less likely a chance that HMIT ultimately receives any distributions on account of its Class 10 Contingent Claimant Trust Interest.¹⁹⁴ Yet, HMIT testified, through both witnesses Dondero and Patrick, that it had no personal knowledge of what Seery’s actual compensation is under the CTA at the time HMIT filed its Motion for Leave. It was clear that HMIT’s allegations regarding Seery’s “excessive” compensation were based entirely on Dondero’s pure speculation. In reality, Seery’s base salary is exactly what the bankruptcy court approved during the bankruptcy case by a court order (after negotiations between Seery and the Committee). The CTA now further governs his compensation. The CTA, which was publicly filed *in advance of* the Plan confirmation hearing and approved by this court as part of the Plan

applicable law. Because constitutional standing is a matter of subject matter jurisdiction, the court has an independent duty to determine whether HMIT would have constitutional standing to pursue the Proposed Claims in federal court. The issue cannot be forfeited or waived by a party. *See Abraugh v. Y & H Corp.*, 546 U.S. 500, 514 (2006) (“[S]ubject-matter jurisdiction, because it involves a court’s power to hear a case, can never be forfeited or waived. Moreover, courts . . . have an independent obligation to determine whether subject-matter jurisdiction exists, even in the absence of a challenge from any party.”)(cleaned up); *Abraugh*, 26 F.4th at 304 (“It is our constitutional duty, of course, to decline subject matter jurisdiction where it does not exist—and that is so whether the parties challenge Article III standing or not.”)(cleaned up).

¹⁹⁴ At the June 8 Hearing, HMIT’s counsel was unable to identify any other injury HMIT has alleged to have suffered. HMIT’s counsel acknowledged that claims trades, in and of themselves, would not “involve injury to the Reorganized Debtor and to the Claimant Trust” and that claims trades are “normally outside the purview of the bankruptcy court” but that “[h]ere, we have alleged . . . injury [that] takes the form of unearned excessive fees that Mr. Seery has garnered as a result of his relationship and arrangements, as we have alleged, with the Claims Purchasers.” June 8 Hearing Transcript, 67:16-68:8. HMIT can only point to Seery’s excess compensation as injury.

(which has been affirmed by the Fifth Circuit), specifically provides that Seery’s post-Effective Date compensation would include a “Base Salary” (again, same as during the bankruptcy case), a “success fee,” and “severance.”¹⁹⁵ The CTA discussed the role of the Committee and then the CTOB in setting the success fee and severance and the like. A fully executed copy of the CTA was admitted into evidence at the June 8 Hearing. HMIT is essentially arguing that its injury (i.e., diminished likelihood of realizing value on its Contingent Claimant Trust Interest) stems from a court-sanctioned and creditor-approved process for approving compensation to Seery. Moreover, HMIT has failed to plead facts sufficient to show that, even if Seery received excessive compensation and that compensation is ordered to be returned, HMIT’s Contingent Claimant Trust Interest will ever vest. The district court and the Fifth Circuit in various appeals by Dugaboy, another Dondero-related entity that, similar to HMIT, was a holder of a limited partnership interest in Highland whose interests were terminated as of the Effective Date of the Plan in exchange for a Contingent Claimant Trust Interest, have repeatedly rejected Dugaboy’s claims to have standing based on the *speculative nature of its alleged injuries as a contingent beneficiary of the Claimant Trust under the Plan*. For example, the Fifth Circuit affirmed the district court’s dismissal of an appeal by Dugaboy of the bankruptcy court’s order authorizing the creation of an indemnity subtrust, wherein Judge Fitzwater found that, in addition to lacking prudential standing under the

¹⁹⁵ The Disclosure Statement that was approved by this court, after notice and a hearing, on November 24, 2020, provided that “The salient terms of each Trustee’s employment, including such Trustee’s duties and compensation shall be set forth in the Claimant Trust Agreement” The CTA was part of a Plan Supplement (as amended) that was filed in advance of the confirmation hearing and provided:

Compensation. As compensation for any services rendered by the Claimant Trustee in connection with this Agreement, the Claimant Trustee shall receive compensation of \$150,000 per month (the “Base Salary”). Within the first forty-five days following the Confirmation Date, the Claimant Trustee, on the one hand, and the Committee, if prior to the Effective Date, or the Oversight Board, if on or after the Effective Date, on the other, will negotiate go-forward compensation for the Claimant Trustee which will include (a) the Base Salary, (b) a success fee, and (c) severance.

See Highland Ex. 38, at § 3.13(a)(i).

“person aggrieved” test to appeal the bankruptcy court’s order, Dugaboy lacked constitutional standing “because they have not identified any injury fairly traceable to the Order: *the injuries identified are speculative at best and nonexistent at worst.*”¹⁹⁶ HMIT’s allegations of injury are, without a doubt, “merely conjectural or hypothetical” and are only speculative of possible future injury if its Contingent Claimant Trust Interest ever vests.”¹⁹⁷ The court finds that HMIT would not meet the “concrete and particularized” or the “actual or imminent” requirements for an “injury in fact,” and, thus, would lack constitutional standing to pursue the Proposed Claims.

With regard to the second requirement of constitutional standing—whether HMIT could show “traceability” with respect to the Claims Purchasers and/or Seery (i.e., a “causal connection between the assertedly unlawful conduct and the alleged injury”¹⁹⁸), as noted above, there is only a speculative injury. Even if there is unlawful conduct asserted (i.e., sharing of MNPI to Claims Purchasers who then, as a *quid pro quo*, rubber stamped excessive compensation for Seery), there is nothing other than a hypothetical theory of an alleged injury (i.e., an allegedly less likelihood of a distribution on a Contingent Claimant Trust Interest).

With respect to the third requirement of constitutional standing—whether HMIT can show “redressability” (i.e., that it is likely, not speculative, that the injury can be redressed by a favorable

¹⁹⁶ *Highland Capital Mgt. Fund Advisors, L.P. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, Civ. Act. No. 3:21-cv-1895-D, 2022 WL 270862, *1 n.2 (N.D. Tex. Jan. 28, 2022), *aff’d* 57 F.4th 494 (5th Cir. 2023)(emphasis added); *see also* Judge Scholer’s opinion in *Dugaboy Inv. Tr. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, Civ. Act. No. 3:21-cv-2268-S, 2022 WL 3701720, *3 (N.D. Tex. Aug. 8, 2022)(cleaned up), *aff’d per curiam*, No. 22-10831, 2023 WL 2263022 (5th Cir. Feb. 28, 2023) (where Dugaboy had argued that “*its pecuniary interest is . . . a potential recovery under the Plan as one of Debtor’s former equity holders*” and that “it ha[d] standing as a ‘contingent beneficiary’ under the Plan, or a beneficiary who will be entitled to payment after all creditors are paid in full,” and Judge Scholer stated, “This assertion is premised on the assumption that Dugaboy’s 0.1866% pre-bankruptcy limited partnership interest in Debtor—which was extinguished under the Plan—makes it a contingent beneficiary of the creditor trust created under the Plan. . . . [S]uch a ‘speculative prospect of harm is far from a direct, adverse, pecuniary hit’ as required to confer standing.”

¹⁹⁷ *Little v. KPMG LLP*, 575 F.3d 533, 540 (5th Cir. 2009).

¹⁹⁸ *Allen v. Wright*, 468 U.S. 737, 753 n. 19 (1984).

decision), there are multiple problems here.¹⁹⁹ The major remedy sought here is the equitable disallowance of the allowed Purchased Claims (and disgorgement and/or constructive trust of amounts paid or owed to the Claim Purchasers on account of their claims). There is no such remedy available here. As noted earlier, there is a similar concept of *equitable subordination* of a claim to another claim, or of an interest to another interest, pursuant to Bankruptcy Code section 510(c). But under the literal terms of section 510(c), *claims cannot be subordinated to interests*. Moreover, the Fifth Circuit noted in the *Mobile Steel* case,²⁰⁰ that *equitable disallowance* of a claim (as opposed to equitable subordination of a claims) is not an available remedy. Bankruptcy Code section 502(b)(1) and the Fifth Circuit’s *Lothian Oil* case might permit “recharacterization” of a claim from debt to equity in certain circumstances—but not based on inequitable conduct but rather on the nature of a financial transaction. In any event, here, the claims have already been adjudicated and allowed (some after mediation, and all after Rule 9019 settlement orders). The only way to reconsider a claim in a bankruptcy case that has already been allowed is through Bankruptcy Code section 502(j) (“A claim that has been allowed or disallowed may be reconsidered for cause. . . according to the equities of the case.”). As noted earlier, the problem here is that Bankruptcy Rule 9024 provides that a motion for “reconsideration of an order allowing or disallowing a claim against the estate *entered without a contest* is not subject to the one year limitation prescribed in Rule 60(c)” (emphasis added). As further noted earlier, here there was most definitely a “contest” with regard to all of these purchased claims. ***Thus, it would appear***

¹⁹⁹ See *supra* notes 182-184 and accompanying text. The court will note that, as discussed *supra* note 141 and pages 71-72, the remedy of equitable subordination (as to the Claims Purchasers) would not redress HMIT’s alleged injury (because equitable subordination of claims to interests is not an available remedy in the Fifth Circuit and thus subordination of the Purchased Claims to other claims would not change HMIT’s distributions from the Claimant Trust, if any), and because outright disallowance of all or part of the already allowed Purchased Claims is not an available remedy either, HMIT would not be able to meet the “redressability” requirement with respect to the Claims Purchasers.

²⁰⁰ *In re Mobile Steel Co., Inc.*, 563 F.2d 692 (5th Cir. 1977).

that any effort to have a court reconsider and potentially disallow these claims pursuant to section 502(j) is untimely—as it has been well beyond a year since they were allowed.

3. HMIT Would Also Lack Prudential Standing to Bring the Proposed Claims.

Even if HMIT would have constitutional standing to bring the Proposed Claims in an adversary proceeding filed in the bankruptcy court, the Proposed Claims would still be barred if HMIT would lack prudential standing to bring them under applicable state or federal law. HMIT argues that it does have prudential standing under both federal bankruptcy law and Delaware law to pursue the Proposed Claims derivatively and also to bring the Proposed Claims in its individual capacity.

With regard to “federal bankruptcy law,” HMIT argues that it has standing pursuant to: (a) Rule 23.1 of the Federal Rules of Civil Procedure, pertaining to derivative actions, which “applies to this proceeding pursuant to” Rule 7023.1 of the Federal Rules of Bankruptcy Procedure, and (b) *Louisiana World Exposition v. Federal Insurance Co. (“LWE”)*,²⁰¹ the Fifth Circuit’s leading case addressing when a creditors committee may be granted standing to bring causes of action on behalf of a bankruptcy estate. But, federal bankruptcy law does not confer standing *where the plaintiff otherwise lacks standing under applicable state law*. In other words, whether HMIT would have prudential standing to sue under Delaware law is dispositive of the issue, regardless of the forum. Rule 23.1 “speaks only to the adequacy of the . . . pleadings,” and “cannot be understood to ‘abridge, enlarge, or modify any substantive right,’”²⁰² including a right (or lack thereof) to bring a derivative action under the substantive law of Delaware. Additionally, HMIT’s reliance on *LWE* is misplaced: *LWE* permits creditors, in certain circumstances *during* a bankruptcy case, to “file

²⁰¹ 858 F.2d 233 (5th Cir. 1988).

²⁰² *Kamen v. Kemper Fin. Servs., Inc.*, 500 U.S. 90, 96 (1991)(quoting 28 U.S.C. § 2072(b)).

suit on behalf of a debtor-in-possession or a trustee”²⁰³ and does not apply to a party’s right to sue, derivatively, on behalf of the Reorganized Debtor or any entity that is the assignee of the former bankruptcy estate’s assets. Upon confirmation of the Plan, the bankruptcy estate of Highland ceased to exist,²⁰⁴ Highland is no longer a debtor-in-possession but a reorganized debtor, and the Claimant Trust is a new entity created under the Plan and Claimant Trust Agreement. Even if *LWE* did apply in this *post*-confirmation context, it supports the application of Delaware law to the issue of prudential standing and does not supersede state-law requirements for standing. In *LWE*, before addressing the requirements a creditors’ committee must meet to sue derivatively on behalf of a bankruptcy estate as a matter of federal bankruptcy law, the Fifth Circuit conducted a lengthy analysis to determine “as a threshold issue” whether the creditors’ committee in that case could assert its claims under Louisiana law.²⁰⁵ The court specifically addressed whether the creditors’ committee could pursue a derivative action under Louisiana law and concluded that “there is no bar in Louisiana law to actions brought by or in the name of a corporation against the directors and officers of the corporation which benefit only the creditors of the corporation; indeed, Louisiana law specifically recognizes such actions.”²⁰⁶ So, even under *LWE* (which the court does not think applies in this post-confirmation context), if HMIT would be barred from bringing a derivative action on behalf the Reorganized Debtor or Claimant Trust under state law, the analysis stops there.²⁰⁷ Thus, the court looks to Delaware law to determine if HMIT would have prudential standing to pursue the derivative claims on behalf the Reorganized Debtor and the Claimant Trust.

²⁰³ *LWE*, 858 F.2d at 247.

²⁰⁴ See *In re Craig’s Stores*, 266 F.3d 388, 390 (5th Cir. 2001).

²⁰⁵ *LWE*, 858 F.2d at 236-45.

²⁰⁶ *Id.* at 243.

²⁰⁷ See *In re Dura Automotive Sys., LLC*, No. 19-123728 (Bankr. D. Del. June 10, 2020), Docket No. 1115 at 46 (where the Delaware bankruptcy court denied the creditors’ committee standing to sue derivatively on behalf of a Delaware LLC because the committee lacked standing under the Delaware LLC Act, stating, “To determine that the third party

HMIT acknowledges that both the Reorganized Debtor and the Claimant Trust are organized under Delaware law, and thus the cause of action against Seery alleging breach of fiduciary duties to the Reorganized Debtor and the Claimant Trust are governed by Delaware law under the “Internal Affairs Doctrine.”²⁰⁸ In addition, because HMIT’s breach of fiduciary duties claim is governed by Delaware law, its aiding and abetting theory of liability as to the Claims Purchasers is also governed by Delaware law.²⁰⁹ For the reasons set forth below, the court finds that HMIT would lack prudential standing under Delaware law to bring the claims set forth in the Proposed Complaint, derivatively, on behalf of either the Claimant Trust or the Reorganized Debtor.

a) First, HMIT Would Lack Prudential Standing Under Delaware Law to Bring Derivative Actions on behalf of the Claimant Trust.

The Claimant Trust is a Delaware statutory trust governed by the Delaware Statutory Trust Act, 12 Del. C. §§ 3801–29,²¹⁰ and “to proceed derivatively against a Delaware statutory trust, a plaintiff has the burden of satisfying the continuous ownership requirement” such that “the plaintiff must be a beneficial owner” continuously from “the time of the transaction of which the plaintiff complains” through “the time of bringing the action.”²¹¹ This requirement is “mandatory and exclusive” and only “a beneficial owner” “has standing to bring a derivative claim on behalf of the

may bring the claim under the derivative basis and, thus, step into the shoes of the debtor to pursue them, the Court must look to the law of the debtors’ state of incorporation or formation.”).

²⁰⁸ Motion for Leave, ¶ 21 and n.24; *see also* Plan Art. XII.M (“corporate governance matters . . . shall be governed by the laws of the state of organization” of the respective entity); *Sagarra Inversiones, S.L. v. Cementos Portland Valderrivas, S.A.*, 34 A.3d 1074, 1081–82 (Del. 2011) (“In American corporation law, the internal affairs doctrine is a dominant and overarching choice of law principle.”). The Reorganized Debtor and the Claimant Trust are both organized under the laws of Delaware.

²⁰⁹ *See Xtreme Power Plan Tr. v. Schindler (In re Xtreme Power)*, 563 B.R. 614, 632, 645 (Bankr. W.D. Tex. 2016) (applying Delaware law to claim for aiding and abetting breach of fiduciary duty involving Delaware corporation headquartered in Texas).

²¹⁰ *See* Proposed Complaint, ¶ 26.

²¹¹ *Hartsel v. Vanguard Grp., Inc.*, 2011 WL 2421003, at *19 n.123 (Del. Ch. June 15, 2011), *aff’d* 38 A.3d 1254 (Del. 2012); 12 Del C. § 3816(b).

Trust.”²¹² The Highland Parties argue that HMIT is not a “beneficial owner” of the Claimant Trust and, therefore, would lack standing to bring derivative claims on behalf of the Claimant Trust. HMIT argues to the contrary: that it *is* currently, and was at all relevant times, a “beneficial owner” of the Claimant Trust under Delaware trust law such that it would have standing to bring derivative claims on behalf of the Claimant Trust if it were allowed to proceed with the filing of the Proposed Complaint. The disagreement turns on the nature of HMIT’s interest under the Plan and the Claimant Trust Agreement and whether HMIT, as a holder of such interest, would be considered a “beneficial owner” of the Claimant Trust under Delaware trust law.

As noted, pursuant to the Plan, HMIT’s former limited partnership interest in Highland was cancelled as of the Effective Date in exchange for its pro rata share of a “Contingent Claimant Trust Interest,” as defined under the Plan.²¹³ HMIT argues that its Contingent Claimant Trust Interest makes it a contingent beneficiary of the Claimant Trust, which makes it a present “beneficial owner” under Delaware trust law.

The Highland Parties argue that HMIT is not a “beneficial owner” of the Claimant Trust; rather, the “beneficial owners” of the Claimant Trust are the “Claimant Trust Beneficiaries,”²¹⁴ which are defined in the Plan and the CTA as “the Holders of Allowed General Unsecured Claims” (which are in Class 8 under the Plan) and “Holders of Allowed Subordinated Claims” (which are in Class 9 under the Plan);²¹⁵ HMIT, a holder of a Class 10 interest under the Plan, is neither.

²¹²*In re Nat’l Coll. Student Loan Tr. Litig.*, 251 A.3d 116, 191 (Del. Ch. 2020) (citing *CML V, LLC v. Bax*, 28 A.3d 1037, 1042 (Del. 2011)). HMIT acknowledges this requirement in its Reply: “Delaware statutory trust law provides that a plaintiff in a derivative action on behalf of a trust must be a beneficial owner at the time of the action and at the time of the transaction.” Reply, ¶ 19 (citing 12 Del C. § 3816).

²¹³ See Plan Art. III.H.10 and Art. I.B.44.

²¹⁴ Section 2.8 of the CTA provides, “The Claimant Trust Beneficiaries shall be the sole beneficiaries of the Claimant Trust” HMIT Ex. 26, § 2.8.

²¹⁵ See Plan Art. I.B.44 (“‘Claimant Trust Beneficiaries’ means the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, including, upon Allowance, Disputed General Unsecured Claims and Disputed Subordinated Claims that become Allowed following the Effective Date, and, only upon certification by the

HMIT, as the holder of a “Contingent Claimant Trust Interest,” has only an *unvested* contingent interest in the Claimant Trust and, as such, is not a “beneficial owner” of the Claimant Trust for standing purposes under Delaware trust law. HMIT argues that it “should be treated as a vested Claimant Trust Beneficiary due to [the Proposed Defendants’] wrongful conduct and considering the current value of the Claimant Trust Assets before and after the relief requested herein.”²¹⁶ The court disagrees.

HMIT’s status as a “beneficiary” of the Claimant Trust is defined by the CTA itself, pure and simple. The CTA specifically provides that “Contingent Trust Interests” “shall not have any rights under this Agreement” and will not “be deemed ‘Beneficiaries’ under this Agreement,” “unless and until” they vest in accordance with the Plan and the CTA. It is undisputed that HMIT’s Contingent Trust Interest has not vested under the terms of the Plan and the CTA, and the court does not have the power to equitably deem HMIT’s Contingent Trust Interest to be vested based on HMIT’s unsupported allegation of wrongdoing on the part of Seery, the Claimant Trustee. Thus, the court finds that HMIT is not a “beneficial owner” of the Claimant Trust and, therefore, lacks prudential standing under Delaware law to bring derivative claims on behalf of the Claimant Trust.²¹⁷

Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent all Allowed unsecured Claims, excluding Subordinated Claims, have been paid in full, post-petition interest from the Petition Date at the Federal Judgment Rate in accordance with the terms and conditions set forth in the Claimant Trust Agreement and all Disputed Claims in Class 8 and Class 9 have been resolved, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.”); CTA § 1.1(h). *See also*, CTA, 1 at n.2 (“For the avoidance of doubt, and as set forth in the Plan, Holders of Class A Limited Partnership Interests and Class B/C Limited Partnership Interests will be Claimant Trust Beneficiaries only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent applicable, post-petition interest in accordance with the terms and conditions set forth herein and in the Plan.”). HMIT Ex. 26.

²¹⁶ Proposed Complaint ¶ 24.

²¹⁷ *See Nat’l Coll.*, 251 A.3d at 190–92 (dismissing creditors’ derivative claims because they were not “beneficial owners of the Trusts”); *Hartsel*, 2011 WL 2421003, at *19 n.123 (dismissing derivative claims by investors that “no longer own shares” because “those investors no longer have standing to pursue a derivative claim”).

- b) HMIT Would Likewise Lack Prudential Standing Under Delaware Law to Bring Derivative Actions on behalf of the Reorganized Debtor.

HMIT acknowledges that the Reorganized Debtor, Highland Capital Management, L.P., is a Delaware limited liability partnership governed by the Delaware Limited Partnership Act, 6 Del. C. § 17-101, *et seq.*²¹⁸ To bring “a derivative action” on behalf of a limited partnership, “the plaintiff must be a partner or an assignee of a partnership interest” continuously from “the time of the transaction of which the plaintiff complains” through “the time of bringing the action.”²¹⁹

HMIT is not a partner, general or limited, of the Reorganized Debtor limited partnership. HMIT *was* a limited partner in the original debtor (specifically, a holder of Class B/C Limited Partnership interests in Highland), but that limited partnership interest was extinguished on August 11, 2021 (the Effective Date of the Plan) per the terms of the Plan, and HMIT does not own any partnership interest in the newly created Reorganized Debtor limited partnership.²²⁰ Because HMIT would not hold a partnership interest in the Reorganized Debtor at “the time of bringing the action,” it “lacks derivative standing” to bring claims “on the partnership’s behalf.”²²¹ HMIT likewise cannot satisfy “the continuous ownership requirement”; when HMIT’s limited partnership interest in the original Debtor was cancelled on the Plan’s Effective Date, HMIT “los[t] standing to continue a derivative suit” on behalf of the Debtor.²²² Finally, to the extent HMIT

²¹⁸ Proposed Complaint ¶ 25.

²¹⁹ 6 Del. C. § 17-1002; *see Tow v. Amegy Bank, N.A.*, 976 F. Supp. 2d 889, 904 (S.D. Tex. 2013) (“The [Delaware] partnership act facially bars any party other than a limited partner from suing derivatively. . . . Delaware courts historically have interpreted the provisions as giving the partners exclusive rights to sue for breach of another party’s fiduciary duties to them.”) (quoting *CML V, LLC v. Bax*, 6 A.3d 238, 245 (Del. Ch. 2010), *aff’d* 28 A.3d 1037 (Del. 2011)); *El Paso Pipeline GP Co. v. Brinckerhoff*, 152 A.3d 1248, 1265 n.87 (Del. 2016) (“The statutory foundation for the continuous ownership requirement in the corporate realm is echoed in the limited partnership context.”) (citing 6 Del. C. § 17-211(h)).

²²⁰ *See* Plan Art. IV.A.

²²¹ *Tow*, 976 F. Supp. 2d at 904 (dismissing derivative claims by creditor on behalf of partnership for lack of standing).

²²² *El Paso*, 152 A.3d at 1265 (cleaned up) (dismissing derivative action for lack of standing where plaintiff’s partnership interest was extinguished by a merger transaction); *see also Schmermerhorn v. CenturyTel, Inc. (In re*

seeks to bring a “double derivative” action on behalf of the Claimant Trust based on claims purportedly held by its wholly owned subsidiary, the Reorganized Debtor, HMIT lacks standing. A “double derivative” action is a suit “brought by a shareholder of a parent corporation to enforce a claim belonging to a subsidiary that is either wholly owned or majority controlled.”²²³ And, under Delaware law, “parent level standing is required to enforce a subsidiary’s claim derivatively.”²²⁴ Because HMIT would lack derivative standing to bring claims on behalf of the parent Claimant Trust,²²⁵ it also would lack standing to bring a double derivative action.

c) Finally, HMIT Would Also Lack Prudential Standing under Applicable Law to Bring the Proposed Claims As *Direct* Claims.

HMIT argues that it has “direct” standing to pursue the Proposed Claims on behalf of itself, individually.²²⁶ But just because HMIT asserts that some or even all of the Proposed Claims are direct, not derivative claims, does not make it so: “a claim is not ‘direct’ simply because it is pleaded that way.”²²⁷ Rather, in determining whether claims are direct or derivative, a court must “look at the substance of the Petition, and the nature of the wrongs alleged therein, rather than the Plaintiffs’ characterization.”²²⁸ And, under Delaware law, “whether a claim is solely derivative or

SkyPort Global Commcn’s, Inc.), 2011 WL 111427, at *25–26 (Bankr. S.D. Tex. Jan. 13, 2011) (holding that pre-petition shareholders “lack standing to bring a derivative claim” under Delaware law because they “had their equity interests in the company extinguished pursuant to the merger under the Plan”); *In re WorldCom, Inc.*, 351 B.R. 130, 134 (Bankr. S.D.N.Y. 2006) (“[T]he cancellation of WorldCom shares under the Plan ... prevents the required continuation of shareholder status through the litigation.”) (cleaned up).

²²³ *Lambrecht v. O’Neal*, 3 A.3d 277, 282 (Del. 2010).

²²⁴ *Sagarra*, 34 A.3d at 1079–81 (capitalization omitted) (citing *Lambrecht*, 3 A.3d at 282).

²²⁵ *See supra* pp. 80-82.

²²⁶ *See e.g.*, Motion for Leave ¶ 10 (“HMIT has individual standing to bring this action because Seery owed fiduciary duties directly to HMIT at that time”); *id.* ¶ 67 (arguing that “HMIT has [d]irect [s]tanding”); Proposed Complaint ¶ 24 (“HMIT has constitutional standing and capacity to bring these claims both individually and derivatively.”).

²²⁷ *Schmermerhorn*, 2011 WL 111427, at *26 (quoting *Gatz v. Ponsoldt*, 2004 WL 3029868 at *7 (Del. Ch. Nov. 5, 2004)).

²²⁸ *See id.* (citing *Armstrong v. Capshaw, Goss & Bowers LLP*, 404 F.3d 933, 936 (5th Cir. 2005)); *see also Moore v. Simon Enters., Inc.*, 919 F.Supp. 1007, 1009 (N.D. Tex. 1995)(“The determination of whether a claim is a derivative claim or a direct claim is made by reference to the nature of the wrongs alleged in the complaint, and is not limited by a [party’s] characterization or stated intention.”)(cleaned up).

may continue as a dual-natured claim ‘must turn *solely* on the following questions: (1) who suffered the alleged harm (the corporation or the suing stockholders, individually); and (2) who would receive the benefit of any recovery or other remedy (the corporation or the stockholders, individually)?’²²⁹ “In addition, to prove that a claim is direct, a plaintiff ‘must demonstrate that the duty breached was owed to the stockholder and that he or she can prevail without showing an injury to the corporation.’²³⁰ Similarly, in the bankruptcy context, whether a creditor can assert a claim directly or whether the claim belongs to the estate turns on the nature of the injury for which relief is sought: “[i]f the harm to the creditor comes about only because of harm to the debtor, then its injury is derivative, and the claim is property of the estate,” such that “only the bankruptcy trustee has standing to pursue the claim for the estate”²³¹ “To pursue a claim on its own behalf, a creditor must show this direct injury is not dependent on injury to the estate.”²³²

As a reminder, HMIT argues that the injury it has suffered is a devaluation of its interests in the Claimant Trust by virtue of alleged over-compensation of Seery as the Claimant Trustee. HMIT was unable, when pressed during closing arguments, to identify any other injury. It essentially admitted that the claims trades, in and of themselves, would not have harmed the Claimant Trust, the Reorganized Debtor, or individual stakeholders, including HMIT, *since the Claims Purchasers acquired already allowed unsecured claims, such that the distributions on those claims pursuant to the Plan would be unchanged in the hands of new holders of the claims.*

²²⁹ *El Paso*, 152 A.3d at 1260 (quoting *Tooley v. Donaldson, Lufkin & Jenrette, Inc.*, 845 A.2d 1031, 1033 (Del. 2004)) (emphasis in original).

²³⁰ *Id.* (quoting *Tooley*, 845 A.2d at 1033); see also *Schmermerhorn*, 2011 WL 111427, at *24 (same).

²³¹ *Meridian Cap. CIS Fund v. Burton (In re Buccaneer Res., L.L.C.)*, 912 F.3d 291, 293 (5th Cir. 2019) (citing 11 U.S.C. § 541(a)(1)).

²³² *Id.*; see also *Schertz-Cibolo-Universal City Indep. Sch. Dist. v. Wright (In re Educators Grp. Health Tr.)*, 25 F.3d 1281, 1284 (5th Cir. 1994) (“If a cause of action alleges only indirect harm to a creditor (i.e., an injury which derives from harm to the debtor), and the debtor could have raised a claim for its direct injury under the applicable law, then the cause of action belongs to the estate.”)(citations omitted).

Thus, by its own concessions, any alleged harm to HMIT (through devaluation of assets in the Claimant Trust) “comes about only because of harm to the debtor,” so the alleged “injury is derivative.”²³³ The court concludes that all of the claims set forth in the Proposed Complaint allege derivative claims only, and that none would be direct claims against the Proposed Defendants. Thus, HMIT would lack prudential standing to bring any of the Proposed Claims in the Proposed Complaint, so its Motion for Leave should be denied.

d) Some Final Points Regarding Standing.

In this standing discussion, one should not lose sight of the fact that there are both procedural safeguards in place, as well as certain independent individuals in place with fiduciary duties that might act in the event of any shenanigans regarding Claimant Trust activities. Under section 4.1 of the CTA (approved as part of the Plan process), the CTOB, which includes an independent disinterested member in addition to representatives of the Claims Purchasers,²³⁴ oversees the Claimant Trustee’s performance of his duties, approves his compensation, and may remove him for cause. Moreover, there is a separate “Litigation Trustee” in this case who was brought in, post-confirmation, as an independent fiduciary to pursue claims and causes of action. These independent persons are checks and balances in the post-confirmation wind down of Highland. This is what creditors voted on in connection with the Plan. Seery and the Claims Purchasers are not in sole control of anything. The CTA, as well as Delaware law, very clearly set forth who can bring an action in the event of some colorable claim. This is the reality of prudential

²³³ *Meridian*, 912 F.3d at 293–94 (“The creditors’ injury (reduced bankruptcy recovery) derived from injury to the debtor (the loss of estate assets), so only the estate could sue the third parties.”); *see also El Paso*, 152 A.3d at 1260–61 & n.60 (holding that claim “claims of corporate overpayment are normally treated as causing harm solely to the corporation and, thus, are regarded as derivative”) (collecting cases); *Gerber v EPE Holdings, LLC*, 2013 WL 209658, at *12 (Del. Ch. Jan. 18, 2013) (holding that claims were derivative because plaintiff had “not identified any independent harm suffered by the limited partners”; “the partnership suffered all the harm at issue—it paid too much”).

²³⁴ *See supra* note 23 and accompanying text.

standing. Just as in the *Abraugh* case, where Louisiana law dictated that a mother could not bring a wrongful death case when the deceased prisoner had a surviving wife and child, Delaware law and the CTA dictate here that a contingent beneficiary cannot bring the Proposed Claims here. This is separate and apart from whether the claims are colorable.

C. Are the Proposed Claims “Colorable”?

1. What is the Proper Standard of Review for a “Colorability” Determination?

Although the court has determined that HMIT would *not* have standing (constitutional or prudential) to bring the Proposed Claims, this court will nevertheless evaluate whether the claims—assuming HMIT somehow has standing—might be “colorable.” This, in turn, requires the court to assess what the legal standard is to determine if a claim is “colorable.” As a reminder, the Plan’s Gatekeeper Provision and this court’s prior Gatekeeper Orders entered in January and July 2020 each required that, before a party may commence or pursue claims relating to the bankruptcy case against certain protected parties, it must first obtain a finding from the bankruptcy court that its proposed claims are “colorable.” The Gatekeeper Provision and Gatekeeper Orders did not specifically define “colorable” or what type of legal standard should apply.

HMIT argues that the standard for review to be applied by this court is the same as a simple “plausibility” standard used in connection with a Rule 12(b)(6) motions to dismiss. In other words, the court should simply assess whether the allegations of the Proposed Complaint, taken as true and with all inferences drawn in favor of the movant, state a *plausible* claim for relief (i.e., colorable equals plausible), and that this standard does not allow for the weighing of evidence by the court.²³⁵ The Proposed Defendants, however, argue that the test for colorability should be more

²³⁵ Reply, ¶ 5 (“[T]he determination of ‘colorability’ does not allow the ‘weighing’ of evidence. At most, a Rule 12(b)(6) ‘plausibility’ standard applies.”).

akin to the test applied under the *Barton* doctrine,²³⁶ under which a plaintiff must make a *prima facie* case that a proposed claim against a bankruptcy trustee is “not without foundation.” In this regard, they argue that the court can and should consider evidence outside of the four corners of the complaint—especially since HMIT attached to its Motion for Leave, as “evidence” to support it, two declarations of Dondero (as part of a 350-page attachment) and only attempted to withdraw those declarations after the Highland Parties urged that they be permitted to cross-examine Dondero on them.

This court ultimately determined that the “colorability” standard was somewhat of a mixed question of fact and law and, therefore, the parties could put on evidence at the June 8 Hearing if they so-chose. The court would not require it. It was up to the parties. But, in any event, the Proposed Defendants should have an opportunity to cross-examine Dondero on the statements made in his declarations since the declarations had been filed on the docket and the court had reviewed them at this point. HMIT attempted to withdraw the declarations and any reference to them in the Motion for Leave, by filing redacted versions of the Motion for Leave,²³⁷ less than 72 hours before the June 8 Hearing; however, the redacted versions did not redact any allegations in the Motion for Leave that were purportedly supported by the Dondero declarations. Also, HMIT called Dondero as a direct witness, in addition to calling Seery as an adverse witness at the June 8 Hearing, albeit subject to its running objection to the evidentiary format of the hearing.²³⁸ HMIT also filed a witness and exhibit list attaching 80 exhibits and over 2850 pages of evidence and

²³⁶ *Barton v. Barbour*, 104 U.S. 126 (1881).

²³⁷ Bankr. Dkt. Nos. 3815 and 3816.

²³⁸ See June 8 Hearing Transcript, 7:20-24, 112:11-13.

moved for the admission of those exhibits at the June 8 Hearing (again, subject to its running objection to the evidentiary format of the hearing).²³⁹

In determining what appropriate legal standard applies here in the “colorability” analysis, the context in which the Gatekeeper Provision of the Plan was approved seems very relevant. In determining that the Gatekeeper Provision was legal, necessary, and in the best interest of all of the parties, this court set forth in the Confirmation Order a lengthy discussion of the factual support for it, and made specific findings relating to Dondero’s post-petition litigation and the need for inclusion of the Gatekeeper Provision in the Plan.²⁴⁰ This court observed that “prior to the commencement of the Debtor’s bankruptcy case, and while under the direction of Dondero, the Debtor had been involved in a myriad of litigation, some of which had gone on for years and, in some cases, over a decade” and that “[d]uring the last several months, Dondero and the Dondero Related Entities have harassed the Debtor, which has resulted in further substantial, costly, and time-consuming litigation for the Debtor.”²⁴¹ This court further found that: (1) Dondero’s post-petition litigation “was a result of Dondero failing to obtain creditor support for his plan proposal and consistent with his comments, as set forth in Seery’s credible testimony, that if Dondero’s plan proposal was not accepted, he would ‘burn down the place,’”²⁴² (2) without the Gatekeeper Provision in place, “Dondero and his related entities will likely commence litigation against the Protected Parties after the Effective Date” and that “the threat of continued litigation by Dondero and his related entities after the Effective Date will impede efforts by the Claimant Trust to monetize assets for the benefit of creditors and result in lower distributions to creditors because of

²³⁹ See *Hunter Mountain Investment Trust’s Witness and Exhibit List in Connection with Its Emergency Motion for Leave to File Verified Adversary Proceeding, and Supplement* (“HMIT W&E List”)[Bankr. Dkt. No. 3818] and n.1 thereto; see also June 8 Hearing Transcript, 33:7-10.

²⁴⁰ See Confirmation Order ¶¶ 76-79.

²⁴¹ *Id.* ¶ 77.

²⁴² *Id.* ¶ 78. See *supra* note 12.

costs and distraction such litigation or the threats of such litigation would cause,”²⁴³ and, (3) “unless the [court] approves the Gatekeeper Provision, the Claimant Trustee and the Claimant Trust Oversight Board will not be able to obtain D&O insurance,²⁴⁴ the absence of which will present unacceptable risks to parties currently willing to serve in such roles.” Thus, as set forth in the Confirmation Order, the Gatekeeper Provision (and the Gatekeeper Orders as well, which were approved based on the same concerns regarding the threat of continued litigation by Dondero and his related entities) required Dondero and related entities to make a threshold showing of colorability, noting that the:

Gatekeeper Provision is also within the spirit of the Supreme Court’s “Barton Doctrine.” *Barton v. Barbour*, 104 U.S. 126 (1881). The Gatekeeper Provision is also consistent with the notion of a prefiling injunction to deter vexatious litigants, that has been approved by the Fifth Circuit in such cases as *Baum v. Blue Moon Ventures, LLC*, 513 F.3d 181, 189 (5th Cir. 2008), and *In re Carroll*, 850 F.3d 811 (5th Cir. 2017).²⁴⁵

The Fifth Circuit, in approving the Gatekeeper Provision on appeal, noted that that the Plan injunction and Gatekeeper Provision “screen and prevent bad-faith litigation against Highland Capital, its successors, and other bankruptcy participants that could disrupt the Plan’s effectiveness.”²⁴⁶

Again, the court believes it is appropriate to consider the context in which—and the purpose for which—the Gatekeeper Orders and Gatekeeper Provision were entered in assessing

²⁴³ *Id.*

²⁴⁴ Asd noted at ¶ 79 of the Confirmation Order, the bankruptcy court heard testimony from Mark Tauber, a Vice President with AON Financial Services, the Debtor’s insurance broker (“AON”), regarding his efforts to obtain D&O insurance for the post-confirmation parties implementing the Plan. Mr. Tauber credibly testified that of all the insurance carriers that AON approached to provide D&O insurance coverage after the Effective Date, the only one willing to do so *without an exclusion for claims asserted by Mr. Dondero and his affiliates* required that the Confirmation Order approve the Gatekeeper Provision.

²⁴⁵ *Id.* ¶ 80.

²⁴⁶ *NexPoint Advisors, L.P. v. Highland Cap. Mgmt., L.P. (In re Highland Cap. Mgmt., L.P.)*, 48 F.4th 419, 435 (5th Cir. 2022).

how “colorability” should work here. It seems that applying HMIT’s proposed Rule 12(b)(6) “plausibility” standard would impose no hurdle at all to litigants and would render the threshold for bringing claims under the Gatekeeper Provision and Gatekeeper Orders entirely duplicative of the motion to dismiss standard that every litigant already faces.

The authorities cited by HMIT in support of its argument for applying a Rule 12(b)(6) standard are inapposite. HMIT has cited no authority that addresses the appropriate standard for assessing the “colorability” of claims in the context of a plan gatekeeper provision—specifically, one implemented in response to a demonstrated need to screen and prevent continued bad-faith, harassing litigation against a chapter 11 debtor that would impede the debtor’s implementation of a plan, which is what we have here. HMIT relies on a bevy of cases that include benefits coverage disputes under ERISA, Medicare coverage disputes, and constitutional challenges²⁴⁷—none of which implicate the *Barton* doctrine and vexatious-litigant concerns that were referenced by the court in the Plan as justifications for the gatekeeping provisions at issue here.

In affirming the Plan’s Gatekeeper Provision, the Fifth Circuit stated, “Courts have long recognized bankruptcy courts can perform a gatekeeping function” and noted, by way of example, that “[u]nder the ‘*Barton* doctrine,’ the bankruptcy court may require a party to ‘obtain leave of

²⁴⁷ See *Gonzales v. Columbia Hosp. at Med. City Dallas Subsidiary, L.P.*, 207 F. Supp. 2d 570, 577 (N.D. Tex. 2002) (assessing whether an employee has “a colorable claim to vested benefits” such that the employee may be considered a “participant” under ERISA); *Abraham v. Exxon Corp.*, 85 F.3d 1126, 1129 (5th Cir. 1996) (same); *Panaras v. Liquid Carbonic Indus. Corp.*, 74 F.3d 786, 790 (7th Cir. 1996) (same); *Lake Eugenie Land & Dev., Inc. v. BP Expl. & Prods. (In re Deepwater Horizon)*, 732 F.3d 326, 340 (5th Cir. 2013) (holding that claims administrator incorrectly interpreted class settlement agreement by permitting “claimants [with] no colorable legal claim” to receive awards); *Richardson v. United States*, 468 U.S. 317, 326 n.6 (1984) (discussing whether criminal defendant’s double jeopardy claim was “colorable” such that it could be appealed before final judgments); *Trippodo v. SP Plus Corp.*, 2021 WL 2446204, at *3 (S.D. Tex. June 15, 2021) (assessing whether plaintiff stated a “colorable claim” against proposed additional defendants in determining whether plaintiff could amend complaint); *Reyes v. Vanmatre*, 2021 WL 5905557, at *3 (S.D. Tex. Dec. 13, 2021) (same); *Family Rehab., Inc. v. Azar*, 886 F.3d 496, 504 n.15 (5th Cir. 2018) (assessing whether plaintiff raised a “colorable claim” to warrant the district court’s exercise of jurisdiction over a Medicare coverage dispute); *Am. Med. Hospice Care, LLC v. Azar*, 2020 WL 9814144, at *5 (W.D. Tex. Dec. 9, 2020) (same); *Harry v. Colvin*, 2013 WL 12174300, at *5 (W.D. Tex. Nov. 6, 2013) (considering whether plaintiff asserted a “colorable constitutional claim” such that the court could exercise jurisdiction); *Sabhari v. Mukasey*, 522 F.3d 842, 844 (8th Cir. 2008) (same); *Stanley v. Gonzales*, 476 F.3d 653, 657 (9th Cir. 2007) (same).

the bankruptcy court before initiating an action in district court when the action is against the trustee or other bankruptcy-court-appointed officer, for acts done in the actor’s official capacity.”²⁴⁸ As noted above, the Fifth Circuit found that the Gatekeeper Provision, which “requires that, before any lawsuit is filed, the plaintiff must seek the bankruptcy court’s approval of the claim as ‘colorable’”—*i.e.*, to “screen and prevent bad-faith litigation,”—is “sound.”²⁴⁹

On balance, the court views jurisprudence applying the *Barton* doctrine and vexatious litigant injunctions—while not specifically addressing the “colorability” standard under gatekeeping provisions in a plan²⁵⁰—as more informative on how to approach “colorability” than any of the other authorities presented by the parties. One example is *In re VistaCare Group, LLC*.²⁵¹

In *VistaCare*, the Third Circuit noted that, under the *Barton* doctrine, “[a] party seeking leave of court to sue a trustee must make a prima facie case against the trustee, showing that its claim is not without foundation,” and emphasized that the “not without foundation” standard, while similar to the standard courts apply in evaluating Rule 12(b)(6) motions to dismiss, “involves a greater degree of flexibility” than a Rule 12(b)(6) motion to dismiss because “the bankruptcy court, which given its familiarity with the underlying facts and the parties, is uniquely situated to determine whether a claim against the trustee has merit,” and “is also uniquely situated to determine the potential effect of a judgment against the trustee on the debtor’s estate.”²⁵² To satisfy the “*prima facie* case standard,” “the movant must do more than meet the liberal notice-pleading

²⁴⁸ *Id.* at 438 (cleaned up).

²⁴⁹ *Id.* at 435.

²⁵⁰ The court acknowledges that the *Barton* doctrine itself would not be directly applicable here because HMIT is proposing to bring the Proposed Complaint in the bankruptcy court – the “appointing” court of Seery.

²⁵¹ 678 F.3d 218 (3d Cir. 2012).

²⁵² *Id.* at 232-233 (cleaned up).

requirements of Rule 8.”²⁵³ “[I]f the [bankruptcy] court relied on mere notice-pleading standards rather than evaluating the merits of the allegations, the leave requirement would become meaningless.”²⁵⁴ This court agrees with the notion, that “[t]o apply a less stringent standard would eviscerate the protections” of the Gatekeeper Provision and Gatekeeper Orders.²⁵⁵ The court notes, as well, that courts in the *Barton* doctrine context regularly hold evidentiary hearings on motions for leave to determine if the proposed complaint meets the necessary threshold for pursuing litigation. The Third Circuit in *VistaCare* noted that “[w]hether to hold a hearing [on a motion for leave to bring suit against a trustee] is within the sound discretion of the bankruptcy court,”²⁵⁶ and that “the decision whether to grant leave may involve a ‘balancing of the interests of all parties involved,’” which will ordinarily require an evidentiary hearing.²⁵⁷ The Third Circuit applied “the deferential abuse of discretion standard” in considering whether the bankruptcy court’s granting of leave should be affirmed on appeal.²⁵⁸

²⁵³ *In re World Mktg. Chi., LLC*, 584 B.R. 737, 743 (Bankr. N.D. Ill. 2018) (cleaned up; collecting cases).

²⁵⁴ *Leighton Holdings, Ltd. v. Belofsky (In re Kids Creek Partners, L.P.)*, 2000 WL 1761020, at *2 (N.D. Ill. Nov. 30, 2000).

²⁵⁵ *World*, 584 B.R. at 743 (quoting *Leighton*, 2000 WL 1761020, at *2).

²⁵⁶ *VistaCare*, 678 F.3d at 232 n.12.

²⁵⁷ *Id.* at 233 (quoting *In re Kashani*, 190 B.R. 875, 886–87 (9th Cir. BAP 1995)). The Third Circuit noted that the bankruptcy court’s holding of an evidentiary hearing on the motion for leave was appropriate (though not required in every case)). *Id.* at 232 n.12.

²⁵⁸ *Id.* at 224 (“We review a bankruptcy court’s decision to grant a motion for leave to sue a trustee under the deferential abuse of discretion standard.”) (citing *In re Linton*, 136 F.3d 544, 546 (7th Cir. 1998); *In re Beck Indus., Inc.*, 725 F.2d 880, 889 (2d Cir. 1984)). Courts of appeal routinely apply the deferential abuse of discretion standard to a bankruptcy court’s decision regarding whether leave should be granted to sue a trustee. Although the Fifth Circuit has not squarely addressed this issue, all nine Circuits that have considered this issue have also adopted an abuse-of-discretion standard. See *In re Bednar*, 2021 WL 1625399, at *3 (B.A.P. 10th Cir. Apr. 27, 2021) (“[T]he Bankruptcy Court’s decision to decline leave to sue the Trustee under the *Barton* doctrine is reviewed for abuse of discretion”) (citing *VistaCare*); *SEC v. N. Am. Clearing, Inc.*, 656 F. App’x 969, 973–74 (11th Cir. 2016) (“Although we have never determined the standard of review for a challenge to the denial of a *Barton* motion, other Circuits that have considered the issue review a lower court’s ruling on a *Barton* motion for an abuse of discretion.”) (citing *VistaCare*); *In re Lupo*, 2014 WL 4653064, at *3 (B.A.P. 1st Cir. Sept. 17, 2014) (“Appellate courts review a bankruptcy court’s decision to deny a motion for leave to sue under the abuse of discretion standard.”) (citing *VistaCare*); *Grant, Konvalinka & Harrison, PC v. Banks (In re McKenzie)*, 716 F.3d 404, 422 (6th Cir. 2013) (holding that abuse-of-discretion standard applies to *Barton* doctrine); *Alexander v. Hedback*, 718 F.3d 762 (8th Cir. 2013) (applying abuse-of-discretion standard to *Barton* doctrine).

The Fifth Circuit has affirmed a bankruptcy court’s conducting of an evidentiary hearing, in the context of applying a *Barton* doctrine analysis as to a proposed lawsuit against a trustee, without any concern that the inquiry was somehow improper.²⁵⁹

Similarly, courts in the vexatious litigant context, where there was an injunction requiring a movant to seek leave to pursue claims, have required movants to “show that the claims sought to be asserted have sufficient merit,” including that “the proposed filing is both procedural and legally sound,” and “that the claims are not brought for any improper purpose, such as harassment.”²⁶⁰ “For a pre-filing injunction to have the intended impact, it must not merely require a reviewing official to apply an already existing level of review,” such as the “plausibility” standard for a Rule 12(b)(6) motion.²⁶¹ Rather, courts apply “an additional layer of review,” and “may appropriately deny leave to file when even part of the pleading fails to satisfy the reviewer that it warrants a federal civil action” or that the “litigant’s allegations are unlikely,” especially “when prior cases have shown the litigant to be untrustworthy or not credible”²⁶²

In summary, the court rejects HMIT’s positions: (a) that it need only show, at most, that the allegations in the Proposed Complaint are “plausible” under the Rule 12(b)(6) standard for motions to dismiss; and (b) that this court improperly conducted an evidentiary hearing on the Motion for Leave (i.e., that consideration of evidence in this context is impermissible). The court notes, again, that HMIT’s argument that this court is not permitted to consider evidence in making its “colorability” determination is completely contradictory to HMIT’s actions in filing the Motion

²⁵⁹ See *Howell v. Adler (In re Grodsky)*, 2019 WL 2006020, at *4 (Bankr. E.D. La. Apr. 11, 2019) (dismissing an action under *Barton* after “a close examination” by the bankruptcy court of the evidence regarding the trustee’s actions and finding that “the plaintiffs’ allegations are not based in fact”), *aff’d* 799 F. App’x 271 (5th Cir. 2020).

²⁶⁰ *Silver v. City of San Antonio*, 2020 WL 3803922, at *1 (W.D. Tex. July 7, 2020) (denying leave to file lawsuit); see also *Silver v. Perez*, 2020 WL 3790489, at *1 (W.D. Tex. July 7, 2020) (same).

²⁶¹ *Silver*, 2020 WL 3803922, at *6.

²⁶² *Id.*

for Leave, where it attached two Dondero declarations as part of 350 pages of “objective evidence” that “supported” its motion.

The court concludes that the appropriate standard to be applied in making its “colorability” determination in *this* bankruptcy case, in the exercise of its gatekeeping function pursuant to the two Gatekeeper Orders and the Gatekeeper Provision in *this* Plan, is a broader standard than the “plausibility” standard applied to Rule 12(b)(6) motions to dismiss. It is, rather, a standard that involves *an additional level of review*—one that places on the proposed plaintiff a burden of making a prima facie case that its proposed claims are *not without foundation*, are *not without merit*, and are *not being pursued for any improper purpose such as harassment*. Additionally, this court may, and should, take into consideration its *knowledge* of the *bankruptcy proceedings* and *the parties* and any additional evidence presented at the hearing on the Motion for Leave. For ease of reference, the court will refer to this standard of “colorability” as the “Gatekeeper Colorability Test.” The court considers this test as a sort of hybrid of what the *Barton* doctrine contemplates and what courts have applied when considering motions to file suit when a vexatious litigant bar order is in place.

2. HMIT’s Proposed Complaint Does Not Present “Colorable” Claims Under this Court’s Gatekeeper Colorability Test or Even Under a Rule 12(b)(6) “Plausibility” Standard.

The court finds, in the exercise of its gatekeeping function under the Gatekeeper Orders and the Gatekeeping Provision in the Plan, that the Motion for Leave should be denied as the claims set forth in the Proposed Complaint are not “colorable” claims. The court makes this determination after considering evidence admitted at the June 8 Hearing, including the testimony of Dondero, Patrick, and Seery, and the numerous exhibits offered by HMIT and the Highland Parties. HMIT’s Proposed Claims lack foundation, are without merit, and appear to be motivated by the improper purposes of vexatiousness and harassment. But, even under the less stringent

“plausibility” standard under Rule 12(b)(6) motions to dismiss, where all allegations must be accepted as true, HMIT’s “[t]hreadbare recitals of the elements of a cause of action, supported by mere conclusory statements,” fail to “[c]ross the line from conceivable to plausible.”²⁶³

HMIT makes unsubstantiated and conclusory allegations in its Motion for Leave and Proposed Complaint that the Claims Purchasers purchased the large allowed unsecured claims only because Seery, while he was CEO of Highland prior to the Effective Date of the Plan, provided them with MNPI and assurances that the Purchased Claims were very valuable. This was allegedly in exchange for their agreement to approve, in their future capacities as members of the CTOB, excessive compensation for Seery in his capacity as the Claimant Trustee after the Effective Date of the Plan. This was an alleged *quid pro quo* that HMIT claims establishes Seery’s breach of fiduciary duties and the Claims Purchasers’ conspiracy to participate in that breach. As discussed below, these allegations are unsubstantiated and conclusory allegations, and they do not support the inferences that HMIT needs the court to make when it analyzes whether the Proposed Claims are “colorable”—or even merely plausible.

a) HMIT’s Proposed Breach of Fiduciary Duties Claim Set Forth in Count I of the Proposed Complaint

Based on HMIT’s Proposed Complaint and the evidence admitted at the June 8 Hearing, the court finds that HMIT has not pleaded facts that would support a “colorable” breach of fiduciary duties claim against Seery, under this court’s Gatekeeper Colorability Test, nor a plausible claim pursuant to the Rule 12(b) standard. HMIT alleges that Seery breached his fiduciary duties (i) “[b]y disclosing material non-public information to Stonehill and Farallon”

²⁶³ *Ashcroft v. Iqbal*, 556 U.S. 662, 679–80 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555, 570 (2007)).

before their purchase of certain Highland claims, and (ii) by receiving “compensation paid to him under the terms of the [CTA] since the Effective Date of the Plan in August 2021.”²⁶⁴

As earlier noted, both the Reorganized Debtor and the Claimant Trust are organized under Delaware law and, thus, its proposed Count I against Seery for breach of fiduciary duties to these entities is governed by Delaware law under the “Internal Affairs Doctrine.”²⁶⁵ Under Delaware law, “[t]o bring a claim for breach of fiduciary duty, a plaintiff must allege ‘(1) that a fiduciary duty existed and (2) that the defendant breached that duty.’”²⁶⁶ HMIT fails to plausibly or sufficiently allege either element such that its breach of fiduciary duty claims against Seery could survive.

Under Delaware law, officers and directors generally owe fiduciary duties only to the entity and its stakeholders as a whole, not to individual shareholders.²⁶⁷ Because Seery did not owe any “duty” to HMIT directly and individually, the Proposed Complaint fails to state a claim for breach of fiduciary duties to HMIT. HMIT’s “legal conclusion[.]” that Seery “owed fiduciary duties to HMIT, as equity, and to the Debtor’s Estate”²⁶⁸ “do[es] not suffice” to plausibly allege the existence of any actionable fiduciary relationship.²⁶⁹ And as discussed earlier in the standing section, HMIT does not have standing to assert a breach of fiduciary claim derivatively on behalf

²⁶⁴ Proposed Complaint ¶¶ 64–67.

²⁶⁵ Motion for Leave, ¶ 21 and n.24; *see also* Plan Art. XII.M (“corporate governance matters . . . shall be governed by the laws of the state of organization” of the respective entity); *Sagarra Inversiones, S.L. v. Cementos Portland Valderrivas, S.A.*, 34 A.3d 1074, 1081–82 (Del. 2011) (“In American corporation law, the internal affairs doctrine is a dominant and overarching choice of law principle.”). The Reorganized Debtor and the Claimant Trust are both organized under the laws of Delaware.

²⁶⁶ *Brooks v. United Dev. Funding III, L.P.*, 2020 WL 6132230, at *30 (N.D. Tex. Apr. 15, 2020) (quoting *Joseph C. Bamford & Young Min Ban v. Penfold, L.P.*, 2020 WL 967942, at *8 (Del. Ch. Feb. 28, 2020)).

²⁶⁷ *See Gilbert v El Paso Co.*, 1988 WL 124325, at *9 (Del. Ch. Nov. 21, 1988) (“[D]irectors’ fiduciary duty runs to the corporation and to the entire body of shareholders generally, as opposed to specific shareholders or shareholder subgroups.”) *aff’d*, 575 A.2d 1131 (Del. 1990); *Klaassen v Allegro Dev. Corp.*, 2013 WL 5967028, at *11 (Del. Ch. Nov. 7, 2013) (same).

²⁶⁸ Proposed Complaint ¶ 63.

²⁶⁹ *Iqbal*, 556 U.S. at 678 (quoting *Twombly*, 550 U.S. at 555).

of the Claimant Trust or Reorganized Debtor. But even if HMIT had sufficiently alleged the existence of a fiduciary duty by Seery to HMIT—or to the Reorganized Debtor or Claimant Trust that HMIT would have standing to assert—Seery’s alleged communications with Farallon would not have breached those duties.

HMIT alleges that Seery “disclose[d] material non-public information to Stonehill and Farallon,” and they “acted on inside information and Seery’s secret assurances of great profits.”²⁷⁰ But the Proposed Complaint does not make any factual allegations regarding HMIT’s “conclusory allegations,” and its “legal conclusions” are “purely speculative, devoid of factual support,” and therefore “stop[] short of the line between possibility and plausibility of entitlement to relief”²⁷¹ (and certainly stop short of being “colorable”). HMIT never alleges when any of these purported communications occurred, what material non-public information Seery provided, and what “assurances of great profits” he made to Farallon or to Stonehill. At the June 8 Hearing, Dondero could only clarify that he believed the MGM Email to have been MNPI and that he *believed* that Seery *must have* communicated that MNPI to Farallon at some point between December 17, 2020 (the date the MGM Email was sent) and May 28, 2021 (the day that Dondero alleges to have had three telephone calls with representatives of Farallon, Messrs. Patel and Linn, regarding Farallon’s purchase of the bankruptcy claims). Dondero alleges that, during these phone calls, Patel and Linn gave Dondero no reason for their purchase of the claims that “made [any] sense.” Dondero and Patrick also both testified that neither of them had any personal knowledge: (a) of a *quid pro quo* arrangement between Seery and the Claims Purchasers, (b) of Seery having actually communicated any information from the MGM Email to Farallon, or (c) whether Seery’s post-Effective Date compensation had or had not been negotiated in an arms’ length transaction. Dondero only

²⁷⁰ Proposed Complaint ¶¶ 3, 64; *see also id.* ¶¶ 13–14, 40, 47, 50.

²⁷¹ *Reed v. Linehan (In re Soporex, Inc.)*, 463 B.R. 344, 367, 386 (Bankr. N.D. Tex. 2011) (cleaned up).

speculates regarding these things, because it “made no sense” to him that the Claims Purchasers would have acquired the bankruptcy claims without having received the MNPI. But HMIT admits in the Proposed Complaint that Farallon and Stonehill purchased the Highland claims at discounts of 43% to 65% to their allowed amounts. Thus, they would receive at least an 18% return based on publicly available estimates in Highland’s court-approved Disclosure Statement.²⁷² The evidence established that, if the acquisition of the UBS claims is excluded—recall that the UBS claims were not purchased until August 2021, which was after the May 28, 2021 phone calls that Dondero made to Farallon personnel—the Claims Purchasers would have expected to net over \$33 million in profits, or nearly a 30% return on their investment, had Highland met its projections (this is based on the aggregate purchase price of \$113 million for the non-UBS claims purchased in the Spring 2021).

To be clear, the only purported MNPI identified in HMIT’s Proposed Complaint was the MGM Email Dondero sent to Seery containing “information regarding Amazon and Apple’s interest in acquiring MGM.” But, the evidence showed that this information was widely reported in the financial press at the time. Thus, it could not have constituted MNPI as a matter of law.²⁷³ Moreover, the evidence showed that Dondero *did not* communicate in the MGM Email the actual inside information that he claimed to have obtained as a board member of MGM—which was that Amazon had met MGM’s “strike price” and that the MGM board was going into exclusive negotiations with Amazon to culminate the merger with them (and, thus, Apple was no longer considered a potential purchaser). Dondero admitted that he included Apple in the MGM Email for the purpose of making it look like there was a competitive process still ongoing. In other

²⁷² Proposed Complaint ¶¶ 3, 37, 42.

²⁷³ See, e.g., *SEC v. Cuban*, 2013 WL 791405, at *10–11 (N.D. Tex. Mar. 5, 2013) (holding that information is not “material, nonpublic information” and “becomes public when disclosed to achieve a broad dissemination to the investing public”) (quoting *SEC v. Mayhew*, 121 F.3d 44, 50 (2d Cir. 1997)).

words, the MGM Email, at the very least, did not include MNPI and, at worst, was deceptive regarding the status of the negotiations between MGM and potential purchasers.

As to HMIT's allegations that Seery's post-Effective Date compensation is "excessive" and that the negotiations between Seery and the CTOB "were not arm's-length,"²⁷⁴ the evidence at the June 8 Hearing reflected that the allegations are completely speculative, without any foundation whatsoever, and lack merit. And they are also simply not plausible. HMIT fails to allege facts in the Proposed Complaint that would support a reasonable inference that Seery breached his fiduciary duty to HMIT or the estate as a result of bad faith, self-interest, or other intentional misconduct rising to the level of a breach of the duty of loyalty.²⁷⁵

b) HMIT's Proposed Claims Set Forth in Counts II (Knowing Participation in Breach of Fiduciaries) and III (Conspiracy)

HMIT seeks to hold the Claims Purchasers secondarily liable for Seery's alleged breach of fiduciaries duties on an aiding and abetting theory in Count II of the Proposed Complaint²⁷⁶ and, along with Seery, on a civil conspiracy theory of liability in Count III of the Proposed Complaint.²⁷⁷ Because HMIT's breach of fiduciary duties claim is governed by Delaware law, its aiding and abetting breach of fiduciary duties claim against the Claims Purchasers (Count II) is also governed by Delaware law.²⁷⁸ HMIT's conspiracy cause of action against the Claims

²⁷⁴ Proposed Complaint ¶¶ 4, 13, 54, 74.

²⁷⁵ See *Pfeffer v. Redstone*, 965 A.2d 676, 690 (Del. 2009) (dismissing claim for breach of duty of loyalty against a director where "conclusory allegations" failed to give rise to inference that director failed to perform fiduciary duties); *McMillan v. Intercargo Corp.*, 768 A.2d 492, 507 (Del. Ch. 2000) (dismissing claim for breach of fiduciary duty where "[a]lthough the complaint makes the conclusory allegation that the defendants breached their duty of disclosure in a 'bad faith and knowing manner,' no facts pled in the complaint buttress that accusation.").

²⁷⁶ Proposed Complaint ¶¶ 69-74.

²⁷⁷ Proposed Complaint ¶¶ 75-81.

²⁷⁸ See *Xtreme Power Plan Tr. v. Schindler (In re Xtreme Power)*, 563 B.R. 614, 632, 645 (Bankr. W.D. Tex. 2016) (applying Delaware law to claim for aiding and abetting breach of fiduciary duty involving Delaware corporation headquartered in Texas).

Purchasers and Seery (Count III), on the other hand, does not involve a matter of “internal affairs” or of corporate governance, so it is governed by Texas law under the Plan.²⁷⁹

As an initial matter, because HMIT does not present either a “colorable”—or even plausible claim—that Seery breached his fiduciary duties, it cannot show that it has alleged a “colorable” or plausible claim for secondary liability for the same alleged wrongdoing.²⁸⁰ In addition, HMIT’s civil conspiracy claim against the Claims Purchasers and Seery is based entirely on Dondero’s speculation and unsupported inferences and, thus, HMIT has not “colorably” alleged, or even plausibly alleged, its conspiracy claim. Under Texas law, “civil conspiracy is a theory of vicarious liability and not an independent tort.”²⁸¹ “[T]he elements of civil conspiracy [are] “(1) two or more persons; (2) an object to be accomplished; (3) a meeting of minds on the object or course of action; (4) one or more unlawful, overt acts; and (5) damages as the proximate result.”²⁸² While HMIT alleges that “Defendants conspired with each other to unlawfully breach fiduciary duties,”²⁸³ it is simply a “legal conclusion” and not the kind of allegation that the court must assume to be true even for purposes of determining plausibility under a motion to dismiss.²⁸⁴

²⁷⁹ *Klinek v. LuxeYard, Inc.*, 596 S.W.3d 437, 450 n.9 (Tex. App. – Houston [14th Dist.] 2020) (applying Delaware law to fiduciary duty claim and Texas law to conspiracy theory); (Plan Art. XII.M)(which provides for the application of Texas law to “the rights and obligations arising under this Plan” except for “corporate governance matters.”)

²⁸⁰ See *English v. Narang*, 2019 WL 1300855, at *14 (Del. Ch. Mar. 20, 2019) (“As a matter of law and logic, there cannot be secondary liability for aiding and abetting an alleged harm in the absence of primary liability.”) (cleaned up; collecting cases); *Hill v. Keliher*, 2022 WL 213978, at *10 (Tex. App. Jan. 25, 2022) (“[A] defendant’s liability for conspiracy depends on participation in some underlying tort for which the plaintiff seeks to hold at least one of the named defendants liable.”) (quoting *Tilton v. Marshall*, 925 S.W.2d 672, 681 (Tex. 1996)). Because HMIT’s breach of fiduciary duty claim is governed by Delaware law, its aiding and abetting theory of liability is also governed by Delaware law. See *Xtreme Power Plan Tr. v. Schindler (In re Xtreme Power)*, 563 B.R. 614, 632, 645 (Bankr. W.D. Tex. 2016) (applying Delaware law to claim for aiding and abetting breach of fiduciary duty involving Delaware corporation headquartered in Texas). By contrast, “conspiracy is not an internal affair” or a matter of corporate governance, so it is governed by Texas law under the Plan. *Klinek v. LuxeYard, Inc.*, 596 S.W.3d 437, 450 n.9 (Tex. App. – Houston [14th Dist.] 2020) (applying Delaware law to fiduciary duty claim and Texas law to conspiracy theory); (Plan Art. XII.M).

²⁸¹ *Agar Corp., Inc. v. Electro Circuits Int’l, LLC*, 580 S.W.3d 136, 142 (Tex. 2019).

²⁸² *Id.* at 141 (cleaned up).

²⁸³ Proposed Complaint ¶ 76.

²⁸⁴ *Iqbal*, 556 U.S. at 680 (citing *Twombly*, 555 U.S. at 565–66).

HMIT repeats four times that Seery provided MNPI to Farallon and Stonehill as a “as a *quid pro quo*” for “additional compensation,”²⁸⁵ each time based upon conclusory allegations based “upon information and belief” and, frankly, pure speculation from Dondero that his imagined “scheme,” “covert *quid pro quo*,” and secret “conspiracy” between Seery, on the one hand, and Farallon and Stonehill, on the other,²⁸⁶ **must have** occurred because “[i]t made no sense for the [Claims] Purchasers to invest millions of dollars for assets that – per the publicly available information – did not offer a sufficient potential profit to justify the publicly disclosed risk” (i.e., “[t]he counter-intuitive nature of the purchases at issue compels the conclusion that the [Claims] Purchasers acted on inside information and Seery’s assurance of great profits.”)²⁸⁷ Importantly, HMIT admits that the Claims Purchasers would have turned a profit based on the information available to them at the time of their acquisitions of the Purchased Claims.²⁸⁸ HMIT’s allegations about the level of potential profits were contradicted by their own allegations and other evidence admitted at the June 8 Hearing. But Dondero’s speculation about what level of projected return would be sufficient to justify the acquisition of the claims by the Claims Purchasers, or any other third-party investor, does not give rise to a plausible inference that they acted improperly.²⁸⁹ Thus, HMIT cannot meet

²⁸⁵ Proposed Complaint ¶ 77; *see also id.* ¶¶ 4, 47, 74.

²⁸⁶ *See id.* ¶ 3 (“Thus, acting within a cloak of secrecy, Seery provided close business acquaintances, the other Defendants with material non-public information concerning the value of assets which they then used to purchase the largest approved unsecured claims.”).

²⁸⁷ *Id.*

²⁸⁸ *See, e.g., id.* ¶ 3 (alleging that acquiring the claims “did not offer a **sufficient** potential profit to justify the publicly disclosed risk”)(emphasis added); ¶ 43 (“Furthermore, although the publicly available projections suggested only a small margin of error on any profit potential for its significant investment”); ¶ 49 (“Yet, in this case, it would have been *impossible* for Stonehill and Farallon (in the absence of inside information) to forecast *any significant* profit at the time of their multi-million-dollar investments given the publicly available, negative financial information.”) (third emphasis added).

²⁸⁹ In fact, the court did not allow Mr. Dondero to testify regarding what kind of information a hypothetical investor in bankruptcy claims would require or what level of potential profits would justify the purchase of bankruptcy claims by investors in the bankruptcy claims trading market because he was testifying as a fact witness, not an expert. Thus, the court only allowed Dondero to testify as to what data **he** (or entities he controls or controlled) would rely on, what **his** risk tolerance would have been, and what level of potential profits **he** would have required to purchase an allowed unsecured bankruptcy claim in a post-confirmation situation. June 8 Hearing Transcript, 129:6-130:4.

its burden, under the Gatekeeper Colorability Test, of making a prima facie showing that its allegations do not lack foundation or merit. Nor can it meet a plausibility standard.

In addition, contrary to the Proposed Complaint’s statement that it would have been “*impossible* for Stonehill and Farallon (in the absence of insider information) to forecast *any* significant profit at the time of their multi-million-dollar investments,” the evidence showed there were already reports in the financial press that MGM was engaging with Amazon, Apple, and others in selling its media portfolio, and thus the prospect of an MGM transaction increasing the value of, and return on, the Purchased Claims, “at the time of their multi-million-dollar investments” was publicly available information.²⁹⁰ HMIT’s suggestion that the Claims Purchasers were in possession of inside information not publicly available when they acquired the Purchased Claims is simply not plausible. Nor is HMIT’s allegation that “[u]pon information and belief” Farallon “conducted no due diligence but relied on Seery’s profit guarantees” plausible. The allegations regarding Farallon not conducting any due diligence are based, again, entirely on Dondero’s speculation and inferences he made from what Patel and Linn (of Farallon) allegedly told him on May 28, 2021; Dondero did not testify that either Patel or Linn ever told him specifically that they had conducted no due diligence. HMIT’s allegations in the Proposed Complaint that *Farallon* “conducted no due diligence,” are based on Dondero’s speculation, unsubstantiated, and contradicted by the testimony of Seery, who testified that emails to him from Linn in June 2020 and later in January 2021 indicated to him that Farallon, at least, had been conducting some level of due diligence in that they had been following and paying attention to the

²⁹⁰ The court notes, as well, that the Claim Purchasers acquired the UBS claims in August 2021—approximately two and a half months *after* the announcement of the MGM-Amazon transaction (which was on May 26, 2021)—a fact that HMIT makes no attempt to harmonize with its conspiracy theory that the Claims Purchasers profited from the misuse of MNPI allegedly given to them by Seery.

Highland case.²⁹¹ In addition, there are no allegations in the Proposed Complaint regarding whether Stonehill conducted due diligence or not, and Patrick testified that neither he nor HMIT had any personal knowledge of how much due diligence Farallon or Stonehill did prior to acquiring the Purchased Claims.²⁹² The court finds and concludes that HMIT's allegations of aiding and abetting and conspiracy in Counts II and III of the Proposed Complaint are based on unsubstantiated inferences and speculation, lack internal consistency, and lack consistency with verifiable public facts. Accordingly, HMIT has failed to show that these claims have a foundation and merit and has also failed to show that they are plausible.

- c) HMIT's Proposed Claims Set Forth in Counts IV (Equitable Disallowance), V (Unjust Enrichment and Constructive Trust), and VI (Declaratory Relief) of the Proposed Complaint
 - i. Count IV (Equitable Disallowance).

In Count IV of its Proposed Complaint, HMIT seeks "equitable disallowance" of the claims acquired by Farallon's and Stonehill's special purpose entities Muck and Jessup, "to the extent over and above their initial investment," and, in the alternative, equitable subordination of their claims to all claims and interests, including HMIT's unvested Class 10 Contingent Claimant Trust Interest, "given [their] willful, inequitable, bad faith conduct" of allegedly "purchasing the Claims based on material non-public information" and being "unfairly advantaged" in "earning significant profits on their purchases."²⁹³ As noted above, these remedies are not available to HMIT.²⁹⁴

First, HMIT's request to equitably subordinate the Purchased Claims to all claims and interests is not permitted because Bankruptcy Code § 510(c), by its terms, permits equitable

²⁹¹ See June 8 Hearing Transcript, 239:6-21.

²⁹² See *id.*, 310:19-312:2.

²⁹³ Proposed Complaint ¶¶ 83-87.

²⁹⁴ See *infra* pages 74-75.

subordination of a *claim to other claims* or an *interest to other interests* but does not permit equitable subordination of a *claim to interests*.

Second, “equitable” disallowance of claims is not an available remedy in the Fifth Circuit pursuant to the *Mobile Steel* case.²⁹⁵

Third, reconsideration of an already-allowed claim in a bankruptcy case can only be accomplished through Bankruptcy Code § 502(j), which, pursuant to Federal Rule of Bankruptcy Procedure 9024, allows reconsideration of allowance of a claim that was allowed following a *contest* (which is certainly the case with respect to the Purchased Claims) based on the “equities of the case.” But this is only if the request for reconsideration is made within the one-year limitation prescribed in Rule 60(c) of the Federal Rules of Civil Procedure. HMIT’s request for disallowance of Muck and Jessup’s Purchased Claims (if it could somehow be construed as a request for reconsideration of their claims), is clearly untimely, as it is being made well beyond a year since their allowance by this court following contests and approval of Rule 9019 settlements. Thus, the court finds that HMIT has not alleged a colorable or even plausible claim in Count IV of the Proposed Complaint and, therefore, the Motion for Leave should be denied.

ii. Count V (Unjust Enrichment and Constructive Trust)

In Count V of the Proposed Complaint, HMIT alleges that, “by acquiring the Claims using [MNPI], Stonehill and Farallon were unjustly enriched and gained an undue advantage over other creditors and former equity” and that “[a]llowing [the Claims Purchasers] to retain their ill-gotten benefits would be unconscionable;” thus, HMIT alleges, the Claims Purchasers “should be forced to disgorge all distributions over and above their original investment in the Claims as restitution for their unjust enrichment” and “a constructive trust should be imposed on such proceeds”²⁹⁶

²⁹⁵ *In re Mobile Steel Co., Inc.*, 563 F.2d 692 (5th Cir. 1977).

²⁹⁶ Proposed Complaint ¶¶ 89-93.

HMIT alleges further that “Seery was also unjustly enriched by his participation in this scheme and he should be required to disgorge or restate all compensation he has received from the outset of his collusive activities” and “[a]lternatively he should be required to disgorge and restate all compensation received since the Effective Date” over which a constructive trust should be imposed.²⁹⁷ HMIT has not alleged a colorable or even a plausible claim for unjust enrichment or constructive trust in Count V.

Under Texas law,²⁹⁸ “[u]njust enrichment is not an independent cause of action but rather characterizes the result of a failure to make restitution of benefits either wrongfully or passively received under circumstances which give rise to an implied or quasi-contractual obligation to repay.”²⁹⁹ Thus, “when a valid, express contract covers the subject matter of the parties’ dispute, there can be no recovery under a quasi-contract theory.”³⁰⁰ Here, as noted above, HMIT’s only alleged injury is a diminution of the value of its unvested Contingent Claimant Trust Interest by virtue of Seery’s allegedly having wrongfully obtained excessive compensation, with the help of the Claims Purchasers. ***Yet Seery’s compensation is governed by express agreements*** (i.e., the Plan and the CTA). Thus, HMIT’s claim based on unjust enrichment is not an available theory of recovery.

iii. Count VI (Declaratory Relief)

HMIT seeks declaratory relief in Count VI of the Proposed Complaint, essentially, that Dondero’s conspiracy theory is correct and that HMIT’s would succeed on the merits with respect

²⁹⁷ *Id.* ¶ 94.

²⁹⁸ Under the Plan, Texas law governs HMIT’s “claim” for unjust enrichment because it is not a “corporate governance matter.” (Plan Art. XII.M.) It also governs HMIT’s “claim” for constructive trust, which “is merely a remedy used to grant relief on the underlying cause of action.” *Sherer v. Sherer*, 393 S.W.3d 480, 491 (Tex. App. 2013).

²⁹⁹ *Taylor v. Trevino*, 569 F. Supp. 3d 414, 435 (N.D. Tex. 2021) (cleaned up); *see also Yowell v. Granite Operating Co.*, 630 S.W.3d 566, 578 (Tex. App. 2021) (same).

³⁰⁰ *Taylor*, 569 F. Supp. 3d at 435 (quoting *Fortune Prod. Co. v. Conoco, Inc.*, 52 S.W.3d 671, 684 (Tex. 2000)).

to the Proposed Claims if it were permitted leave to bring them in an adversary proceeding.³⁰¹ But, a request for declaratory relief is not “an independent cause of action”³⁰² and “in the absence of any underlying viable claims such relief is unavailable.”³⁰³ This court has already found and concluded that HMIT would not have constitutional or prudential standing to bring the underlying causes of action in the Proposed Complaint. This court has also found and concluded that all of the Proposed Claims are without foundation or merit and are not even plausible and are all; being brought for the improper purpose of continuing Dondero’s vexatious, harassing, bad-faith litigation. Thus, HMIT would not be entitled to pursue declaratory judgement relief as requested in Count VI of the Proposed Complaint.

d) HMIT Has No Basis to Seek Punitive Damages

HMIT separately alleges that the Claims Purchasers’ and Seery’s “misconduct was intentional, knowing, willful, in bad faith, fraudulent, and in total disregard of the rights of others,” thus entitling HMIT to an award of punitive damages under applicable law. But, HMIT abandoned its proposed fraud claim that was in its Original Proposed Complaint, so its sole claim for primary liability is Seery’s alleged breach of his fiduciary duties. And under Delaware law, the “court cannot award punitive damages in [a] fiduciary duty action.”³⁰⁴

³⁰¹ Proposed Complaint ¶¶ 96-99.

³⁰² See *Braidwood Mgmt., Inc. v. EEOC*, 70 F.4th 914, 932 (5th Cir. 2023).

³⁰³ *Green v. Wells Fargo Home Mtg.*, 2016 WL 3746276, at *2 (S.D. Tex. June 7, 2016) (citing *Collin Cty. v. Homeowners Ass’n for Values Essential to Neighborhoods*, 915 F.2d 167, 170–71 (5th Cir. 1990)); see also *Hopkins v. Cornerstone Am.*

³⁰⁴ *Buchwald v. Renco Grp. (In re Magnesium Corp. of Am.)*, 539 B.R. 31, 52 (S.D.N.Y. 2015) (citing *Gesoff v. IIC Indus., Inc.*, 902 A.2d 1130, 1154 (Del. Ch. 2006)), *aff’d* 682 F. App’x 24 (2d Cir. 2017).

3. HMIT Does Not Present “Colorable” Claims Under this Court’s Gatekeeper Colorability Test Because It Seeks to Bring the Proposed Complaint for Improper Purposes of Harassment and Bad-Faith, Vexatiousness.

Under this court’s Gatekeeper Colorability Test, in addition to showing that its allegations and claims are not without foundation or merit, HMIT must also show that the Proposed Claims are not being brought for any improper purpose. Taking into consideration the court’s knowledge of the bankruptcy proceedings and the parties and the evidence presented at the hearing on the Motion for Leave, the court finds that HMIT is acting at the behest of, and under the control or influence of, Dondero in continuing to pursue harassing, bad faith, vexatious litigation to achieve his desired result in these bankruptcy proceedings. So, in addition to failing to show that its Proposed Claims have foundation and merit, HMIT cannot show that it is pursuing the Proposed Claims for a proper purpose and, thus, cannot meet the requirements under the Gatekeeper Colorability Test; HMIT’s Motion for Leave should be denied.

IV. CONCLUSION

The court concludes, having taken into consideration both its knowledge of the bankruptcy proceedings and the parties and the evidence presented at the hearing on the Motion for Leave, that HMIT’s Motion for Leave should be denied for three independent reasons: (1) HMIT would lack constitutional standing to bring the Proposed Claims (and, thus, the federal courts would lack subject matter jurisdiction over the Proposed Claims); (2) even if HMIT would have constitutional standing to pursue the Proposed Claims, it would lack prudential standing to bring the Proposed Claims; and (3) even if HMIT would have both constitutional standing and prudential standing to bring the Proposed Claims, it has not met its burden under the Gatekeeper Colorability Test of showing that its Proposed Claims are “colorable” claims—that the Proposed Claims are not without foundation, not without merit, and not being pursued for an improper purpose. Moreover,

even if this court's Gatekeeper Colorability Test should be replaced with a Rule 12(b)(6) "plausibility" standard, the Proposed Claims are not plausible.

Accordingly,

IT IS ORDERED that HMIT's Motion for Leave be, and hereby is **DENIED**.

###End of Memorandum Opinion and Order###

EXHIBIT 4

PACHULSKI STANG ZIEHL & JONES LLP
 Jeffrey N. Pomerantz (CA Bar No.143717) (*admitted pro hac vice*)
 John A. Morris (NY Bar No. 2405397) (*admitted pro hac vice*)
 Gregory V. Demo (NY Bar No. 5371992) (*admitted pro hac vice*)
 Hayley R. Winograd (NY Bar No. 5612569) (*admitted pro hac vice*)
 10100 Santa Monica Blvd., 13th Floor
 Los Angeles, CA 90067
 Telephone: (310) 277-6910
 Facsimile: (310) 201-0760

HAYWARD PLLC
 Melissa S. Hayward
 Texas Bar No. 24044908
 MHayward@HaywardFirm.com
 Zachery Z. Annable
 Texas Bar No. 24053075
 ZAnnable@HaywardFirm.com
 10501 N. Central Expy, Ste. 106
 Dallas, Texas 75231
 Tel: (972) 755-7100
 Fax: (972) 755-7110

*Counsel for Highland Capital Management, L.P.
 and the Highland Claimant Trust*

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

In re:	)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., ¹	)	Case No. 19-34054-sgj 11
Reorganized Debtor.)	
DUGABOY INVESTMENT TRUST and HUNTER MOUNTAIN INVESTMENT TRUST,	)	Adv. Pro. No. 23-03038-sgj
Plaintiffs,)	
vs.)	
HIGHLAND CAPITAL MANAGEMENT, L.P. and HIGHLAND CLAIMANT TRUST,)	
Defendants.)	

**MEMORANDUM OF LAW IN SUPPORT OF HIGHLAND CAPITAL
 MANAGEMENT L.P. AND THE HIGHLAND CLAIMANT TRUST’S
MOTION TO DISMISS COMPLAINT**

¹ The Reorganized Debtor’s last four digits of its taxpayer identification service address for the Reorganized Debtor is 100 Crescent Court, Suite 18



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Highland Capital Management, L.P. (“Highland” or the “Debtor,” as applicable), and the Highland Claimant Trust (the “Claimant Trust,” and together with Highland, the “Highland Parties”), the defendants in the above-captioned adversary proceeding, hereby submit this memorandum of law in support of their *Motion to Dismiss Complaint to (I) Compel Disclosures About the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiffs’ Interest in the Claimant Trust* (the “Motion”) seeking to dismiss the above-captioned action (the “Action”).

I. PRELIMINARY STATEMENT²

1. The Complaint should be dismissed in its entirety. Pursuant to Rule 12(b)(1), this Court lacks subject matter jurisdiction over the Action because the Claims are either moot or seek impermissible advisory opinions. Even if the Court had jurisdiction (and it does not), the Claims should be dismissed under Rule 12(b)(6) because they fail to state claims as a matter of law.

2. Under the express terms of the CTA and the Plan, holders of Contingent Trust Interests are not “Claimant Trust Beneficiaries” and have no rights, including information rights, unless and until their contingent, inchoate interests vest. Despite holding only unvested Contingent Trust Interests with no rights in the Claimant Trust, Plaintiffs stubbornly seek “financial information” regarding the Claimant Trust Assets and specifically request: (a) an accounting of the Claimant Trust Assets, (b) a determination as to the value of those assets compared to liabilities, and (c) a determination whether Plaintiffs’ Contingent Trust Interests “will vest.”

3. Count One, which seeks an accounting of the assets and liabilities of the Claimant Trust, has been rendered moot by the Pro Forma Adjusted Balance Sheet filed in July 2023 and other publicly-available information, which discloses the very information demanded. The relief

² Capitalized terms not defined in this Preliminary Statement shall have the meanings ascribed to them below.

sought in Count Three, namely, a determination as to whether Plaintiffs' Contingent Trust Interests are "likely to vest," is moot, seeks an impermissible advisory opinion, and is barred by collateral estoppel. In September 2023, four months after the Complaint was filed, this Court found that whether the Contingent Trust Interests might someday vest is dependent on a multitude of unknown and unknowable factors, for example, the amount of senior indemnification expenses that must be reserved for and ultimately paid by the Claimant Trust. Based, in part on those unknown senior expenses, this Court determined that the Contingent Trust Interests were "not in the money." This Court lacks jurisdiction to render an opinion on Count Three and, to the extent that it could, it already has and Plaintiffs are collaterally estopped from re-litigating this issue. For the same reasons, there is no declaratory relief available to Plaintiffs that has not already been addressed in the Court's prior ruling.

4. Even if the Court had subject matter jurisdiction over the Claims, the Complaint fails as a matter of law under Rule 12(b)(6). Plaintiffs' equitable claim (Count One) is foreclosed by the plain and unambiguous terms of the CTA, the Plan, and this Court's prior orders. Plaintiffs, as holders of Contingent Trust Interests, have no rights—including information rights—under the CTA. Under the circumstances, equity cannot abrogate the terms of that agreement or be used to create non-existent rights or extra-contractual duties, such as those relating to the disclosure of financial information or an accounting. This is especially so when Plaintiffs and their affiliates have unclean hands as vexatious adversaries to the entity against who they claim to seek equity.³ Plaintiffs' claims for declaratory relief (Counts Two and Three) also fail as a matter of law because

³ In addition to the numerous actions in which the Plaintiffs and their affiliates have attacked the Highland Parties or failed to honor their obligations to the Highland Parties, plaintiff HMIT is a defendant in an action on a note owed to Highland with current principal and interest owed in excess of \$98 million, discussed *infra*.

there is no cognizable underlying claim. For the reasons herein and discussed further below, the Complaint should be dismissed.

II. RELEVANT BACKGROUND

A. The Bankruptcy Case

5. On October 16, 2019 (the “Petition Date”), Highland filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Case”). As of the Petition Date, Highland had three classes of limited partnership interests (Class A, Class B, and Class C). See Disclosure Statement [Docket No. 1473], ¶ F(4). The Class A interests were held by The Dugaboy Investment Trust (“Dugaboy”),⁴ Mark Okada’s family trusts, and Strand Advisors, Inc. The Class B and C interests were held by Hunter Mountain Investment Trust (“HMIT”). *Id.* On January 9, 2020, an independent board of directors, which included James P. Seery, Jr., was appointed to manage Highland’s Bankruptcy Case and estate. [Docket No. 339]. Mr. Seery was appointed Highland’s Chief Executive Officer and Chief Restructuring Officer in July 2020. [Docket No. 854].

B. The Plan

6. On February 22, 2021, the Court entered the *Order Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) and (ii) Granting Related Relief* [Bankr. Docket No. 1943] (the “Confirmation Order”), which confirmed the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* [Bankr. Docket No. 1943-1] (the “Plan”). The Plan became effective on August 11, 2021 [Docket No. 2700] (the “Effective Date”). Pursuant to the Plan:

- General Unsecured Claims were classified as Class 8 and Subordinated Claims were classified as Class 9.

⁴ Dugaboy is James Dondero’s family trust.

- HMIT’s Class B Limited Partnership Interest and Class C Limited Partnership Interest were classified as Class 10.
- Class A Limited Partnership Interests, including Dugaboy’s, were classified as Class 11.
- The Claimant Trust, a Delaware statutory trust, was established pursuant to that certain *Claimant Trust Agreement*, effective as of August 11, 2021 (the “CTA”),⁵ for the benefit of “Claimant Trust Beneficiaries;”⁶
- Holders of allowed general and subordinated unsecured Claims (*i.e.*, Class 8 and 9) received beneficial interests in the Claimant Trust (collectively, the “Trust Interests”) and became “Claimant Trust Beneficiaries;” and
- Holders of the Debtor’s prepetition partnership interests (*i.e.*, Class 10 and 11) were allocated unvested contingent interests (the “Contingent Trust Interests”) in the Claimant Trust that would vest if, and only if, the Claimant Trustee certifies that all Claimant Trust Beneficiaries (*i.e.*, Class 8 and 9) have been paid in full, Class 8 has received post-petition interest, and all disputed claims in Class 8 and 9 have been resolved.

(See generally Plan Art. III, IV.)

C. Information Rights Under the CTA

7. By design, the clear terms of the CTA limit information rights. Section 3.12(a) of the CTA provides that the Claimant Trustee has no duty to provide an accounting of the Claimant Trust Assets to any party, including Claimant Trust Beneficiaries. CTA, § 3.12(a) (“Except as otherwise provided herein, nothing in this Agreement requires the Claimant Trustee to file any accounting”).

8. Section 3.12(b) of the CTA provides limited information rights solely to “Claimant Trust Beneficiaries”:

The Claimant Trustee shall provide quarterly reporting to the Oversight Board and Claimant Trust Beneficiaries of (i) the status of the Claimant Trust Assets, (ii) the balance of Cash held by the Claimant Trust (including in each of the Claimant Trust Expense Reserve and Disputed Claim Reserve), (iii) the determination and any re-

⁵ All capitalized terms used but not defined herein have the meanings given to them in the CTA.

⁶ The CTA was expressly incorporated into and is a part of the Plan. Confirmation Order ¶ 25; Plan Art. IV, § J. The final form of the CTA was filed with the Court as Docket No. 1811-2 as modified by Docket No. 1875-4.

determination, as applicable, of the total amount allocated to the Disputed Claim Reserve, (iv) the status of Disputed Claims and any resolutions thereof, (v) the status of any litigation, including the pursuit of the Causes of Action, (vi) the Reorganized Debtor's performance, and (vii) operating expenses; provided, however, that the Claimant Trustee may, with respect to any Member of the Oversight Board or Claimant Trust Beneficiary, redact any portion of such reports that relate to such Entity's Claim or Equity Interest, as applicable and any reporting provided to Claimant Trust Beneficiaries may be subject to such Claimant Trust Beneficiary's agreement to maintain confidentiality with respect to any non-public information.

CTA, § 3.12(b).

9. Nothing in the CTA or the Plan grants any other information rights, and, in fact, the CTA is clear that there are no information rights outside those in Section 3.12(b). *See* CTA, § 5.10(a) ("The Claimant Trust Beneficiaries shall have no rights other than those set forth in this Agreement, the Confirmation Order, or the Plan (including any Plan Supplement documents incorporated therein)"). Thus, the only entities with information rights under the Plan are "Claimant Trust Beneficiaries," and those rights (a) are limited, (b) do not include rights to asset or subsidiary level information, and (c) can be further limited by the Claimant Trustee as appropriate to "maintain confidentiality."

10. Under the express terms of the Plan, the CTA, and this Court's prior orders, the "Claimant Trust Beneficiaries"⁷ are the holders of Allowed Claims in Class 8 and Class 9. *See* CTA, § 1.1(h); Plan Art. I.B.27.⁸ HMIT holds Class 10 interests and Dugaboy holds Class 11 interests, and therefore, neither Plaintiff is a "Claimant Trust Beneficiary." Instead, Plaintiffs hold

⁷ "Claimant Trust Beneficiaries" are defined as:

the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, and, only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent applicable, post-petition interest at the federal judgment rate in accordance with the terms and conditions set forth herein, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.

See, e.g., CTA, § 1.1(h).

⁸ *See also In re Highland Cap. Mgt., L.P.*, 19-34054-SGJ-11, 2023 WL 5523949, at *35 (Bankr. N.D. Tex. Aug. 25, 2023), discussed further *infra*.

unvested “Contingent Trust Interests.” *See, e.g.*, Plan, Art. I.B.44; CTA, §§ 1.1(h), 5.1(c). Contingent Trust Interests “shall not have any rights under” the CTA, and holders of such interests will not “be deemed ‘Beneficiaries’” “unless and until” they vest in accordance with the Plan and CTA. *Id.* Specifically, under the CTA, Plaintiffs’ Contingent Trust Interests in the Claimant Trust will *not* vest and Plaintiffs will have *no* rights under the CTA unless and until (a) all Class 8 and Class 9 Claims are paid indefeasibly in full with interest, (b) all disputed claims are resolved, and (c) the Claimant Trustee certifies as much to this Court. *Id.* Class 8 and Class 9 Claims cannot be paid until indemnification claims are satisfied.⁹ It is indisputable that Plaintiffs’ Contingent Trust Interests have not vested under the terms of the Plan and the CTA. *See Highland Cap.*, 2023 WL 5523949, at *35. Plaintiffs are not “Claimant Trust Beneficiaries” and have no information rights.

D. Dugaboy Files the Valuation Motion

11. On June 30, 2022, Dugaboy filed its *Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust* [Docket No. 3382] (the “Initial Valuation Motion”), seeking “a determination by this Court of the current value of the estate and an accounting of the assets currently held by the Claimant Trust and available for distribution to creditors.” Thereafter, on September 21, 2022, Dugaboy filed a supplemental motion [Docket No. 3533] (the “Supp. Valuation Motion” and, together with the Original Valuation Motion, the “Valuation Motion”). Therein, Dugaboy requested that the Court enter “an order: (i) finding that Dugaboy has standing in these bankruptcy proceedings under 11 U.S.C. § 1109(b), Delaware trust law, and Article III of the United States Constitution; and (ii) setting an evidentiary hearing to ascertain the assets

⁹ *See, e.g.*, CTA Art. 6.1 (providing that distributions to Claimant Trust Beneficiaries are junior to the Claimant Trust’s expenses, including, among other things, amounts “necessary to pay or reserve for reasonably incurred or anticipated Claimant Trust Expenses,” which include indemnification costs). This priority of payment under the Plan and CTA was upheld by the Fifth Circuit when affirming this Court’s order authorizing the creation of the indemnity sub-trust, the purpose of which was to reserve or retain any cash reasonably necessary to satisfy contingent liabilities. *See In the Matter of Highland Cap. Mgt., L.P.*, 57 F4th 494, 502 (5th Cir 2023).

currently available for distribution to allowed claimants, to determine the current value of those assets, and to determine whether there is a potential for settling the estate now” The Valuation Motion was supported by HMIT. [Docket No. 3467]. Highland objected to the Valuation Motion. [Docket No. 3465].

12. On November 15, 2022, the Court held a status conference, during which the Court expressed concerns about whether the Valuation Motion should be filed as an adversary proceeding since it sought equitable relief. On December 7, 2022, after the parties submitted briefing on this issue, [see Docket Nos. 3637, 3638, 3639], the Court issued its order [Docket No. 3645] (the “Valuation Order”), in which it found that an adversary proceeding was necessary with regard to the relief sought in the Valuation Motion. The Court explained that “the essence of the Dugaboy Value Motions is a request for an accounting,” which constitutes “equitable relief that does not appear to be provided for in the confirmed chapter 11 plan.” *Id.* at 4. The Court further found that “Dugaboy and HMIT have not pointed to any provision of the CTA that establishes a right to an accounting,” and “[i]t would appear that Dugaboy and HMIT may be frustrated that they did not negotiate or obtain the same oversight rights as the actual Claimant Trust Beneficiaries in the Plan and CTA.” Valuation Order at 5 (quoting CTA §§ 3.12(a), (b)).

E. Plaintiffs File the Complaint

13. On May 10, 2023, Plaintiffs commenced this Action against Highland and the Claimant Trust by filing their complaint [Adv. Pro. No. 23-03038, Docket No. 1] (the “Complaint”). In their Complaint, Plaintiffs seek an equitable accounting of the Claimant Trust Assets so they can determine if their Contingent Claimant Trust Interests “are likely to vest into Claimant Trust Interests, making them Claimant Trust Beneficiaries.”

14. In their first count (“Count One”), Plaintiffs request an accounting “regarding the Claimant Trust Assets, including the amount of cash and the remaining non-cash assets, and details

of all transactions that have occurred since the wall of silence was erected, and all liabilities.” Plaintiffs maintain, *inter alia*, that “[d]ue to the lack of transparency into the assets of the Claimant Trust, Plaintiffs are unable to determine whether their Contingent Claimant Trust Interests may vest into Claimant Trust Interests.” Compl. ¶¶ 82-88.¹⁰

15. In their second count (“Count Two”), Plaintiffs seek a declaratory judgment regarding the value of the Claimant Trust Assets. Plaintiffs specifically maintain that “[o]nce Defendants are compelled to provide information about the Claimant Trust Assets, Plaintiffs seek a determination from the Court of the relative value of the Claimant Trust Assets compared to the bankruptcy estate obligations.” Compl. ¶ 90.

16. In their third count (“Count Three,” and collectively with Count One and Count Two, the “Claims”), Plaintiffs seek a declaration and determination that “[i]n the event that the Court determines that the Claimant Trust assets exceed the obligations of the bankruptcy estate in an amount sufficient so that all Allowable Claims may be indefeasibly paid ... the conditions are such that their Contingent Claimant Trust Interests are likely to vest into Claimant Trust Interests, making them Claimant Trust Beneficiaries.” Compl. ¶ 94.

F. The Court Denies HMIT Leave to File Adversary Proceeding

17. Around the same time, HMIT separately filed its *Emergency Motion for Leave to File Verified Adversary Proceeding* [Docket No. 3699], which was later supplemented and

¹⁰ Plaintiffs allege that Highland “failed and refused to file quarterly 2015.3 reports, leaving stakeholders, including Plaintiffs, in the dark about the value of the estate and the mix of assets it held, bought or sold.” Compl. ¶ 41. Plaintiffs’ allegations about the lack of transparency in the Bankruptcy Case is tired and purposefully misleading. ***Highland has complied with every single pre- and post-Effective Date disclosure obligation***—except for the Rule 2015.3 disclosure. The Fifth Circuit has denied Dugaboy’s appeal of the denial of its post-confirmation motion to compel compliance with Rule 2015.3, (*see* Case No. 22-10831, Document No. 46), and this Court has found that “it is not as though the Claimant Trustee is operating ‘under the radar’” (Valuation Order at 5). Moreover, as previously disclosed in this Court, the failure to file the 2015.3 reports during the case was a direct result of actions of persons who work for Plaintiffs and their affiliates, and in any event, at all time Plaintiffs’ control person had full access to the information they cry about. Nevertheless, Plaintiffs continue with their baseless allegations about the lack of transparency in this case.

modified [Docket Nos. 3760, 3815, and 3816] (collectively, the “Motion for Leave”).¹¹ In the Motion for Leave, HMIT sought leave to sue Highland, Mr. Seery, Stonehill, and Farallon¹² falsely alleging both direct and derivative claims for “insider trading” and breach of fiduciary duty (the “Proposed Claims”).

18. On August 25, 2023, this Court issued its order denying the Motion for Leave on multiple grounds. *See Highland Cap.*, 2023 WL 5523949 (the “Order Denying Leave”). In the Order Denying Leave, the Court found that, *inter alia*: (a) HMIT was not a “Claimant Trust Beneficiary” and not a “beneficial owner” of the Claimant Trust; (b) HMIT should not be treated as a “Claimant Trust Beneficiary” after “considering the current value of the Claimant Trust Assets ...”; (c) HMIT held “only an *unvested* contingent interest in the Claimant Trust,” and “HMIT’s status as a ‘beneficiary’ of the Claimant Trust is defined by the CTA itself, pure and simple;” and (d) the Court “does not have the power to equitably deem HMIT’s Contingent Trust Interest to be vested ...” *Id.* at 35.

G. Highland Files the Pro Forma Adjusted Balance Sheet Ahead of Mediation in July 2023

19. On April 20, 2023, James Dondero and certain of his controlled affiliates (collectively, the “Dondero Parties”) filed their *Motion to Stay and to Compel Mediation* [Docket No. 3752] (the “Mediation Motion”), which was granted, in part, on August 2, 2023, [Docket No. 3897].¹³ On July 6, 2023, in furtherance of mediation and in compliance with an agreed-upon Court order [Docket 3870], Highland filed a *pro forma* adjusted balance sheet [Docket No. 3872] (the “Pro Forma Adjusted Balance Sheet”). The Pro Forma Adjusted Balance Sheet disclosed a

¹¹ Each version of the Motion for Leave attached a proposed complaint [Docket Nos. 3699-1, 3760-1, 3815-1, 3816-1] (the last version, the “Proposed Complaint”).

¹² Stonehill and Farallon refer to, respectively, Stonehill Capital Management, LLC and Farallon Capital Management, LLC.

¹³ The mediation did not result in a settlement. *See* Docket No. 3964.

point-in-time \$152 million in assets (of which only \$37 million was cash or restricted cash) and \$130 million in liabilities for a total equity value of \$22 million, which, even assuming the equity value could be distributed (and it cannot be), is well short of the \$126 million needed to pay Allowed Class 8 and Class 9 claims (exclusive of interest).

20. The information disclosed on the Pro Forma Adjusted Balance Sheet was consistent with information that had already been disclosed in the Bankruptcy Case as of April 2023, [*see* Bankr. Docket Nos. 3756 and 3757] (the “Post-Confirmation Reports”), and through these disclosures should have resolved any good faith dispute around receiving sufficient information with which to make a global settlement offer. These enhanced Post-Confirmation Reports were publicly filed to provide interested parties substantially more information than was required. *See, e.g.*, Docket No. 3757 at 13-15 (Addendum showing (i) “Quarter-ending cash, Disputed Claims Reserve, and Indemnity Trust summary;” (ii) liabilities, including remaining disputed/expunged or pending claims, (iii) disbursements to Classes 8 and 9, and (iv) “Remaining investments, notes, and other assets”).

H. HMIT Seeks Reconsideration of Order Denying Leave Based on the Pro Forma Adjusted Balance Sheet

21. On September 8, 2023, HMIT filed its motion for reconsideration of the Order Denying Leave [Docket No. 3905] (the “Motion to Reconsider”), falsely and misleadingly contending that the Pro Forma Adjusted Balance Sheet (a) provided an accounting of the Claimant Trust Assets and (b) proved that (i) the value of the Claimant Trust Assets exceeded liabilities and (ii) HMIT was “in the money” and (c) its interests were likely to vest and that HMIT therefore had standing as a “Claimant Trust Beneficiary.” On October 6, 2023, the Court denied the Motion to Reconsider [Docket No. 3936] (the “Order Denying Reconsideration”). The Court found that, in pertinent part, the Balance Sheet did not “demonstrate that HMIT’s contingent interest is ‘in the

money,” noting that “HMIT does not give proper attention to the voluminous supplemental notes” in the Balance Sheet that are “integral to understanding the numbers therein.” *Id.* at 3 (citing Notes 5 and 6 of the Balance Sheet which show that Highland will operate at an “operating loss prospectively,” and that the administrative expenses and legal fees continue to deplete assets, among other things). The Court also found that the Balance Sheet did not constitute “newly discovered evidence” because it did not contain information that was materially different from the information disclosed on the Post-Confirmation Reports, filed three months earlier. *Id.* at 2-3.

III. ARGUMENT

A. The Court Does Not Have Subject Matter Jurisdiction Over Counts One and Three

22. The Court does not have subject matter jurisdiction to adjudicate Counts One and Three. Counts One and Three are moot, and Count Three impermissibly seeks an advisory opinion.

1. Legal Standard

23. A motion under Rule 12(b)(1) must be considered before any motion on the merits because subject matter jurisdiction is required to determine the validity of any claim. *See Moran v. Kingdom of Saudi Arabia*, 27 F.3d 169, 172 (5th Cir. 1994). “Lack of subject matter jurisdiction may be found in any one of three instances: (1) the complaint alone; (2) the complaint supplemented by undisputed facts evidenced in the record; or (3) the complaint supplemented by undisputed facts plus the court's resolution of disputed facts.” *Ramming v. United States*, 281 F.3d 158, 161 (5th Cir. 2001) (per curiam). “The burden of proof for a Rule 12(b)(1) motion to dismiss is on the party asserting jurisdiction.” *Id.* “A case is properly dismissed for lack of subject matter jurisdiction when the court lacks the statutory or constitutional power to adjudicate the case.” *Home Builders Ass'n of Mississippi, Inc. v. City of Madison, Miss.*, 143 F.3d 1006, 1010 (5th Cir. 1998) (internal quotations omitted).

2. Counts One and Three are Moot

i. Count One is Moot in Light of the Pro Forma Adjusted Balance Sheet

24. Count One is moot in light of the Pro Forma Adjusted Balance Sheet and must be dismissed for lack of subject matter jurisdiction under Rule 12(b)(1). For a court to have subject matter jurisdiction over a suit, a “controversy must remain live throughout the suit’s existence.” *Bazzrea v. Mayorkas*, 3:22-CV-265, 2023 WL 3958912, at *3 (S.D. Tex. June 12, 2023). “A case becomes moot—and therefore no longer a ‘Case’ or ‘Controversary’ for purpose of Article III—when the issues presented are no longer ‘live’ or the parties lack a legally cognizable interest in the outcome.” *Yarls v. Bunton*, 905 F.3d 905, 909 (5th Cir. 2018) (internal quotations omitted).

25. Here, the issue presented in Count One is no longer “live.” In Count One, Plaintiffs seek (a) “information regarding the Claimant Trust assets,” including the amount of assets and liabilities, so that (b) Plaintiffs can “determine whether their Contingent Claimant Trust Interests may vest into Claimant Trust Interests.” Compl. ¶¶ 82-88. As discussed *supra*, the Pro Forma Adjusted Balance Sheet provides this very information. It shows the value of the Claimant Trust Assets, the Claimant Trust’s liabilities, and the potential equity value available for Claimant Trust Beneficiaries (assuming all Claimant Trust Assets are liquidated at current valuations and liabilities are fixed). HMIT admitted as much in its Motion to Reconsider when it specifically (but incorrectly) maintained that, based on the assets and liabilities shown on the Pro Forma Adjusted Balance Sheet, “[HMIT’s] Contingent Claimant Trust Interest will vest, or put colloquially, [HMIT] is ‘in the money.’” Motion to Reconsider ¶¶ 5-8 (emphasis added).¹⁴ The Post-

¹⁴ Although Plaintiffs have effectively admitted the Pro Forma Adjusted Balance Sheet moots their requested relief, as this Court is aware, the current value of the Claimant Trust Assets does not dictate when or if Plaintiffs’ Contingent Trust Interests will ever vest. Whether and when Contingent Trust Interests may someday vest depends upon the satisfaction of the conditions set forth in the CTA and the Plan, and this Court “does not have the power to equitably deem HMIT’s Contingent Trust Interest to be vested ...” regardless of whether the value of the pro forma assets exceeds the pro forma value of the liabilities on a particular date. Order Denying Leave at *35.

Confirmation Reports, filed prior to the Complaint in filed in April 2023, similarly disclose the financial information requested in Count One, including, *inter alia*, the cash and the identification of remaining assets.

26. The Pro Forma Adjusted Balance Sheet and Post-Confirmation Reports have thus eliminated the “actual controversy” at the core of Count One, and there is no conceivable relief available to Plaintiffs through this claim that has not already been provided. Count One is therefore moot. *See Bazzrea*, 2023 WL 3958912, at *4 (finding plaintiffs’ claims moot where events that occurred after the complaint was filed “eliminated the actual controversy—the court cannot provide effectual relief and thus the plaintiffs’ claims are moot.”) Accordingly, Plaintiffs have not met their burden to establish that the Court has subject matter jurisdiction over Count One, and it should be dismissed under Rule 12(b)(1).

ii. Count Three is Moot Because the Court has Already Held that Contingent Claimant Interests are Not “In the Money”

27. Count Three, seeking a declaration regarding whether Plaintiffs’ Contingent Trust Interests “are likely to vest into Claimant Trust Interests, making them Claimant Trust Beneficiaries,” Compl. ¶ 94, is moot because the Court already decided this issue. As discussed above, in its Motion to Reconsider, HMIT incorrectly argued that the Pro Forma Adjusted Balance Sheet showed that HMIT’s Contingent Trust Interests were “in the money” and likely to vest, rendering HMIT a “Claimant Trust Beneficiary.” In its Order Denying Reconsideration, the Court found that Contingent Trust Interests are not “in the money,”¹⁵ and that HMIT is, therefore, not a Claimant Trust Beneficiary. As the Court explained, Plaintiffs’ reliance on the assets and liabilities disclosed on the Pro Forma Adjusted Balance Sheet in support of its argument that its interests

¹⁵ Although the Court’s finding related to HMIT’s Contingent Trust Interest, this ruling applies equally to Dugaboy, because both Plaintiffs both hold Contingent Trust Interests.

were “likely to vest” demonstrated a fundamental misunderstanding of the Pro Forma Adjusted Balance Sheet and the vesting mechanics in the CTA. Again, under the CTA, Contingent Trust Interests vest only if, among other things, Class 8 and Class 9 are paid in full. And as the Court further stated, the Claimant Trust Assets at any point in time will only be available for distribution to those classes after they are monetized and all fees and expenses, including indemnification obligations, are satisfied. *See* Order Denying Reconsideration at 3. In other words, as this Court found, unless and until such contingent obligations are *known and satisfied* and all Class 8 and Class 9 Claims have been actually paid in full, Contingent Trust Interests are not “in the money” and will not “vest.”

28. The Court’s finding in its Order Denying Reconsideration, in which the Court determined that Contingent Trust Interests are not “in the money,” has thus eliminated any “live” controversy presented by the relief sought in Count Three, namely, a determination whether Plaintiffs’ Contingent Trust Interests “are likely to vest into Claimant Trust Interests.” For the foregoing reasons, Counts One and Three are moot. The Court does not have subject matter jurisdiction over Counts One and Three under Rule 12(b)(1), and such claims should be dismissed.

3. Count Three Improperly Seeks an Advisory Opinion

29. The Court also does not have subject matter jurisdiction to rule on Count Three because it impermissibly seeks an advisory opinion. Under Article III of the Constitution, “no justiciable controversy is presented when ... the parties are asking for an advisory opinion.” *Paragon Asset Co. Ltd v. Gulf Copper & Mfg. Corp.*, 1:17-CV-00203, 2020 WL 1892953, at *1 (S.D. Tex. Feb. 11, 2020) (internal quotations omitted). The “well-established constitutional ban on advisory opinions” seeks to ensure that federal courts determine “specific disputes between parties, rather than hypothetical legal questions, and in doing so, conserve judicial resources.” *Texas v. Travis County*, 272 F. Supp. 3d 973, 980 (W.D. Tex. 2017), *aff’d sub nom. Texas v. Travis*

County, Texas, 910 F.3d 809 (5th Cir 2018); *see also Hodgson v. H. Morgan Daniel Seafoods, Inc.*, 433 F.2d 918, 920 (5th Cir. 1970) (“We cannot render an advisory opinion on hypothetical or abstract facts.”)

30. In Count Three, Plaintiffs impermissibly ask the Court to determine whether (a) current Claimant Trust Beneficiaries “*may be* indefeasibly paid” and (b) “Contingent Claimant Trust Interests *are likely* to vest.” Compl. ¶ 94 (emphasis added). Any such determination is dependent upon several hypothetical future events concerning, among other things, asset values and recoveries (*e.g.*, whether the Fifth Circuit sustains the Dondero Parties’ appeal in the Notes Litigation, and the Claimant Trust actually recovers the bonded amounts), actual future Claimant Trust expenses, and the nature and extent of indemnification obligations.¹⁶ As discussed *supra*, indemnification expenses are senior to distributions to the Claimant Trust Beneficiaries, and Claimant Trust Beneficiaries cannot be paid in full unless and until such indemnification expenses are liquidated and satisfied. Contingent Trust Interests therefore cannot vest unless and until indemnification claims are known and paid (and all Class 8 and Class 9 Claims are thereafter paid).

31. In light of the widespread litigation, additional threatened litigation, and continued accrual of related legal fees and expenses, the amount of indemnification obligations remains unknown. Thus, any determination as to whether Plaintiffs’ Contingent Trust Interests “are likely to vest” is contingent upon a number of unknown and contingent variables, including (a) the amount of indemnification obligations and (b) and whether sufficient cash remains to pay Classes 8 and 9 in full after those indemnification obligations (and other expenses) are satisfied. Such an abstract determination is precisely the type of relief precluded by the constitutional ban on advisory

¹⁶ The Highland Parties request that the Court take judicial notice of the active litigation in the Bankruptcy Case, as reflected in the *Amended Notice of Filing of Active Litigation Involve and/or Affecting the Highland Parties* [Docket No. 3880].

opinions. *See JPay LLC v. Burton*, 3:22-CV-1492-E, 2023 WL 5253041, at *10 (N.D. Tex. Aug. 15, 2023) (dismissing case for lack of subject matter jurisdiction and declining “to render an advisory opinion on the value of the aggregated claims of a contingent, theoretical class” where such determination is contingent on a “hypothetical facts”). Accordingly, Plaintiffs have failed to show that the Court has subject matter jurisdiction to adjudicate Count Three, and it should be dismissed under Rule 12(b)(1).

B. Count Three is Barred by Collateral Estoppel

32. Count Three is also barred by the doctrine of collateral estoppel. Collateral estoppel is referred to as “issue preclusion” and prevents relitigating the same issues or facts decided in a prior proceeding. Collateral estoppel precludes the re-litigation of issues or facts actually litigated in the original action, whether or not the second suit is based on the same cause of action. *See Houston Professional Towing Ass'n v. City of Houston*, 812 F.3d 443, 447 (5th Cir. 2016). “By precluding parties from contesting matters that they have had a full and fair opportunity to litigate, [collateral estoppel] protect[s] against the expense and vexation attending multiple lawsuits, conserve judicial resources, and foster reliance on judicial action by minimizing the possibility of inconsistent decisions.” *In re Reddy Ice Holdings, Inc.*, 611 B.R. 802, 808 (Bankr. N.D. Tex. 2020) (internal quotations omitted). Collateral estoppel applies when: “(1) the issue at stake is identical to the one involved in the earlier action; (2) the issue was actually litigated in the prior action; and (3) the determination of the issue in the prior action was a necessary part of the judgment in that action.” *Oyekwe v. Research Now Group, Inc.*, 542 F. Supp. 3d 496, 506 (N.D. Tex. 2021), appeal dismissed, 21-10580, 2021 WL 8776378 (5th Cir Dec. 28, 2021). These elements are easily met here.

33. The issue presented by Count Three—whether Plaintiffs’ “Contingent Claimant Trust Interests are likely to vest into Claimant Trust Interests” (Compl. ¶ 94)—is the same as the

issue at stake, and actually litigated, in connection with the Motion for Leave. In support of its Motion to Reconsider, HMIT argued that it had standing to assert its Proposed Claims because HMIT was “in the money” and its Contingent Trust Interests “will vest.” *See* Motion to Reconsider. In adjudicating the Motion to Reconsider, the Court determined that HMIT did not have standing to bring the Proposed Claims because its Contingent Trust Interests were not “in the money.” *See* Order Denying Reconsideration at 3. The issue of whether Contingent Trust Interests were “in the money” for purposes of the Motion to Reconsider, and whether Contingent Trust Interests are “likely to vest,” for purposes of this Complaint, are one and the same. This issue was, without question, litigated in connection with the Motion for Leave. The issue was raised by HMIT in its Motion to Reconsider, contested by the Highland Parties, submitted to this Court for adjudication, and expressly determined. *See Reddy*, 611 B.R. at 810 (“The requirement that an issue be ‘actually litigated’ for collateral estoppel purposes simply requires that the issue is raised, contested by the parties, submitted for determination by the court, and determined.”) (internal quotations omitted). The first and second elements of collateral estoppel are thus met.

34. The third prong of collateral estoppel—whether the Court’s prior ruling on this same issue was necessary or essential to the Order Denying Reconsideration—is likewise satisfied. The Court’s finding that Contingent Trust Interests were not “in the money” was necessary to the Court’s ultimate determination that HMIT did not have standing to assert the Proposed Claims. In other words, to determine whether HMIT could file the Motion for Leave, and later whether to grant the Motion to Reconsider, the Court was required to consider whether Contingent Trust Interests have vested. This was the only issue underlying the Motion to Reconsider, and it was necessary to the Order Denying Reconsideration. Plaintiffs are therefore collaterally estopped from re-litigating this same issue of whether their Contingent Trust Interests will vest. *See In re*

Derosa-Grund, 567 B.R. 773, 798 (Bankr. S.D. Tex. 2017) (debtor collaterally estopped from re-litigating issue of whether debtor owned film treatment where this same issue “was necessary” to determination on motion to reopen; was determined; and “Debtor cannot now relitigate this issue in an effort to prove that EMG owns the Treatment”).¹⁷ Accordingly, Count Three is barred by collateral estoppel, and for this additional reason, this claim should be dismissed.

C. Plaintiffs’ Claims Fail as a Matter of Law

35. Even if the Court had subject matter jurisdiction over Counts Two and Three, the Complaint fails to state plausible claims upon which relief can be granted under Federal Rule of Civil Procedure 12(b)(6) as to all Counts. To survive a motion to dismiss pursuant to Rule 12(b)(6), a plaintiff must plead “enough facts to state a claim to relief that is plausible on its face.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). “A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). “The plausibility standard is not akin to a ‘probability requirement,’ but it asks for more than a sheer possibility that a defendant has acted unlawfully.” *Id.* (quoting *Twombly*, 550 U.S. at 556). “Where a complaint pleads facts that are ‘merely consistent with’ a defendant’s liability, it ‘stops short of the line between possibility and plausibility of entitlement to relief.’” *Id.* (quoting *Twombly*, 550

¹⁷ Although Dugaboy was not a party in the Motion for Leave, literal identity of the parties is not required as part of the collateral estoppel analysis so long as the party against whom enforcement is sought was in privity with a party involved in the initial decision. Privity exists where a non-party’s interests were adequately represented in the first suit. See *Derosa-Grund*, 567 B.R. at 798 n. 21 (Bankr S.D. Tex. 2017) (noting “federal courts will bind a nonparty whose interests were represented adequately by a party in the original suit,” and “[t]he Fifth Circuit has found that adequate representation exists between a party and a non-party ‘where a party to the original suit is so closely aligned to the non-party’s interests as to be his virtual representative.’”) (quoting *Terrell v. DeConna*, 877 F.2d 1267, 1270 (5th Cir. 1989)). Here, there can be no question that Dugaboy’s interests were sufficiently aligned as to the issue of whether Contingent Trust Interests have vested, where both Dugaboy and HMIT hold those interests and Dugaboy was funding HMIT’s litigation. See *Meador v. Oryx Energy Co.*, 87 F. Supp. 2d 658, 665 (E.D. Tex. 2000) (non-party’s interests were “sufficiently aligned” with party in previous suit for purposes of claim preclusion where, in both cases, “the plaintiffs’ claims derive solely from rights” alleging arising from the same conveyance that was interpreted conclusively in prior suit).

U.S. at 557). “When well-pleaded facts fail to meet th[e] [*Twombly*] standard, the complaint has alleged—but it has not shown—that the pleader is entitled to relief.” *Id.* at 679. Dismissal is proper under Rule 12(b)(6) when, taking the facts alleged in the complaint as true, it appears that the plaintiff “cannot prove any set of facts that would entitle it to the relief it seeks.” *C.C. Port, Ltd. v. Davis-Penn Mortg. Co.*, 61 F.3d 288, 289 (5th Cir. 1995). “[I]t is clearly proper in deciding a 12(b)(6) motion to take judicial notice of matters of public record.” *Johnson v. Wells Fargo Bank, NA*, 999 F. Supp. 2d 919, 926 (N.D. Tex. 2014) (internal quotations omitted). Courts have “complete discretion” to either accept or exclude such evidence for purposes of the motion to dismiss. *Id.*

1. Plaintiffs’ Equitable Accounting Claim Fails as a Matter of Law

36. Count One, which seeks an accounting of the Claimant Trust Assets, fails to state a claim upon which relief can be granted under Rule 12(b)(6).

i. Plaintiffs Have No Rights to Financial Information Because They are Not Claimant Trust Beneficiaries

37. Plaintiffs have no rights to information regarding the Claimant Trust Assets.

38. *First*, as discussed above and as this Court has found, it is indisputable that Plaintiffs, holding only “Contingent Trust Interests,” are not “Beneficiaries” under the CTA.¹⁸ *See* Order Denying Leave at *35. As such, Plaintiffs have *no rights* under the CTA. *See id.* (quoting CTA, § 5.1(c)). Plaintiffs ignore this language and fail to offer any support for their broad request for financial information, other than vaguely asserting that they “are unable to determine whether their Contingent Claimant Trust Interests may vest into Claimant Trust Interests.” Compl. ¶ 83. As this Court found, while Plaintiffs may be “frustrated” that they did not negotiate the same rights

¹⁸ As discussed above, the Court may take judicial notice of the CTA. *See Johnson*, 999 F. Supp. 2d at 926 (taking judicial notice of document that is a matter of public record when considering Rule 12(b)(6) motion).

as the “actual Claimant Trust Beneficiaries,” (Valuation Order at 5), there is simply no foundation—in law, equity, or otherwise—for Plaintiffs’ request for financial information. Plaintiffs acknowledge that they are not “Claimant Trust Beneficiaries” but nevertheless imply, without any supporting facts or authority, that they should not only be treated as such, but should receive information not otherwise available to Claimant Trust Beneficiaries. In so arguing, Plaintiffs blatantly disregard the plain terms of the CTA, the Plan, and this Court’s prior orders, which expressly foreclose the relief sought in their Claims.

39. **Second**, and for largely these same reasons, equitable relief is not available where, as here, the parties’ rights and obligations at issue are set forth in the agreement. *See In re Am. Home Mortg. Holdings, Inc.*, 386 Fed. Appx. 209, 212-13 (3d Cir. 2010) (affirming bankruptcy court’s denial of equitable relief to distributions under trust documents where, among other things, the trust documents controlled distribution of monthly payments, and the Trust Certificate “cannot be rewritten on equitable grounds,” and noting “[i]n interpreting the provisions of the Trust Documents, we apply Delaware law, which instructs that a party is bound by the plain meaning of clear and unequivocal contract terms.”); *Grunstein v. Silva*, CIV.A. 3932-VCN, 2009 WL 4698541, at *6 (Del. Ch. Dec. 8, 2009) (“Where those [fiduciary] rights arise from a contract that specifically addresses the matter at issue, the court evaluates the parties’ conduct within the framework they themselves crafted, instead of imposing more broadly defined equitable duties.”).

40. Here, the CTA expressly provides that (a) Plaintiffs are not Beneficiaries of the Claimant Trust, and, therefore, (b) Plaintiffs have no rights under the CTA. *See supra* ¶¶ 10-13. *supra*. Accordingly, the plain language of the CTA forecloses the notion that Plaintiffs have any right—equitable or otherwise—to financial information on the Claimant Trust Assets. Plaintiffs’

attempt to re-write the CTA on equitable grounds in order to grant non-beneficiaries information rights is entirely without merit.

41. **Third**, even if Plaintiffs were Claimant Trust Beneficiaries, any information rights would still be limited. Section 3819(a) of the Delaware Statutory Trust Act (the “Trust Act”) governs information rights for beneficiaries of Delaware statutory trusts and ascribes primacy to the trust’s agreement:

Except to the extent otherwise provided in the governing instrument of a statutory trust, each beneficial owner of a statutory trust ... has the right, subject to such reasonable standards ... as may be established by the trustees or other persons who have authority to manage the business and affairs of the statutory trust, to obtain from the statutory trust from time to time upon reasonable demand for any purpose reasonably related to the beneficial owner's interest as a beneficial owner of the statutory trust

12 Del. C. § 3819(a) (emphasis added); *see also In re Natl. Coll. Student Loan Trusts Litig.*, 251 A.3d 116, 150 (Del. Ch. 2020) (Trust Agreements “are the governing instruments of the Trusts under the DST Act.”) Here, the CTA *does* “otherwise provide.” As discussed *supra*, pursuant to the CTA and the Plan, only “Claimant Trust Beneficiaries,” by design, have information rights, which are set forth in section 3.12(b) of the CTA. *See* CTA § 3.12(b) (providing that the **only** entities with information rights under the Plan are “Claimant Trust Beneficiaries.”) And the Claimant Trust Beneficiaries’ rights (a) are limited, (b) do not include rights to asset or subsidiary level information, and (c) can be further limited by the Claimant Trustee as appropriate to “maintain confidentiality.”

42. Any duties running from the Claimant Trustee to actual Beneficiaries of the Claimant Trust relating to the disclosure of information are expressly limited by the CTA. 12 Del. C. § 3806(c) (“To the extent that ... a trustee ... has duties (including fiduciary duties) to a ... beneficial owner or to another person that is a party to or is otherwise bound by a governing instrument, the trustee’s ... duties may be ... restricted or eliminated by provisions in the governing

instrument”) Thus, even the actual Claimant Trust Beneficiaries would not have the broad information rights that Plaintiffs (who, again, are not even Claimant Trust Beneficiaries) seek here. This further undermines Plaintiffs’ unsupported allegations that they have any equitable rights to information on the Claimant Trust Assets.

ii. Any Claim for an Equitable Accounting Fails Under Delaware Law

43. To the extent Count One is treated as one for an accounting cognizable in equity, it likewise fails. Under Delaware law,¹⁹ an accounting is not a cause of action sounding in equity. *Williams v. Lester*, 2023-0042-SG, 2023 WL 4883610, at *3 (Del. Ch. Aug. 1, 2023). It is an equitable remedy by which a fiduciary may be caused to account for property subject to trust. *Id.* A claim for an accounting lies only where “(i) there are mutual accounts between parties, (ii) a fiduciary relationship exists and the defendant has a duty to account, or (iii) the accounts are all on one side but there are circumstances of great complication.” *Bus. Funding Group, Inc. v. Architectural Renovators, Inc.*, C.A. 12655, 1993 WL 104611, at *2 (Del. Ch. Mar. 31, 1993); *see also McMahon v. New Castle Assoc.*, 532 A2d 601, 605 (Del. Ch. 1987) (“[A] request for an accounting by a *fiduciary* is a recognized basis for chancery jurisdiction,” noting “equity shall rarely, if ever, have to be resorted to in order to determine the state of accounts in a purely commercial relationship.”); 12 Del. C. § 3806(c). Where, as here, an agreement sets forth the fiduciary relationship between the parties, an extra-contractual relationship cannot be created. *See Grunstein v. Silva*, CIV.A. 3932-VCN, 2009 WL 4698541, at *6 (Del. Ch. Dec. 8, 2009) (“Where those [fiduciary] rights arise from a contract that specifically addresses the matter at issue, the court evaluates the parties’ conduct within the framework they themselves crafted, instead of imposing more broadly defined equitable duties.”)

¹⁹ There can be no dispute that Delaware law applies to Plaintiffs’ Claims. The Claimant Trust is a statutory trust formed under the laws of Delaware and governed by the Trust Act. Trust Act, 12 Del. C. § 3801 *et seq.*

44. The CTA governs the parties' rights and obligations. Pursuant to the CTA, Plaintiffs, as holders of Contingent Trust Interests, "*shall have no rights*" thereunder, and there is no underlying fiduciary relationship between the Claimant Trustee and Plaintiffs. Plaintiffs do not allege as such, nor could they. The Court cannot impose any duties of disclosure other than what is set forth in the CTA. Plaintiffs' equitable accounting claim fails as a matter of law. *See Bus. Funding Group*, 1993 WL 104611, at *2 (denying claim for equitable accounting where "the parties' relationship, which is defined exclusively by the purchase and sale agreements, involves an arm's-length commercial dealing and bears none of the earmarks of a fiduciary relationship," noting the "plaintiff negotiated the protection it needed in the [] agreements," which "does not create a fiduciary relationship"); *Natl. Coll.*, 251 A.3d at 150 ("[T]he plain language of the Trust Agreement forecloses any notion that the Owner Trustee owes any extra-contractual duties (fiduciary or otherwise)" to non-owner deal parties, noting "[i]f the drafters of the Trust Agreement ... had intended the Owner Trustee to administer the Trusts in the interests of another deal party, the Trust Agreements would have said so.").²⁰

45. Under these circumstances, Plaintiffs fail to show why equity should abrogate the terms of the CTA agreement to create extra-contractual rights relating to the disclosure of financial information or an accounting. This is especially true in light of Plaintiff HMIT's "unclean hands." HMIT is a defendant in an action on a note owed to Highland with current principal and interest owed in excess of \$98 million. *See Adv. Pro. No. 21-03076-sgj*, Docket No. 1, Count 24 (breach of contract claim arising out of HMIT note). HMIT cannot seek equitable relief relating to the

²⁰ *See also Henry v. CitiMortgage, Inc.*, 4:11-CV-83, 2011 WL 2261166, at *8 (E.D. Tex. May 10, 2011), *report and recommendation adopted*, 2011 WL 2214007 (E.D. Tex. June 7, 2011) (dismissing claim for equitable accounting where "Plaintiff does not explain why she is entitled to an accounting, let alone allege any facts to support her requests," noting "an accounting is an equitable remedy and not an independent cause of action."); *Johnson v. Wells Fargo Bank, NA*, 999 F. Supp 2d 919, 935 (N.D. Tex. 2014) (dismissing plaintiff's request for equitable relief because there is a contract between the parties that governs the dispute.)

disclosure of assets of the Claimant Trust when HMIT's own behavior has violated principles of equity and righteous dealing on issues relevant to the instant Action. Plaintiffs' equitable claim for financial information on the Claimant Trust is without foundation or support, blatantly disregards the CTA and other applicable documents, and fails to allege a cognizable claim. For this additional reason, Count One should be dismissed.

2. Plaintiffs' Claims for Declaratory Relief Fail as a Matter of Law

46. Plaintiffs' claims for declaratory relief—Counts Two and Three—also fail to state claims under Rule 12(b)(6). To sustain a claim for declaratory or injunctive relief, a plaintiff must first plead a viable underlying cause of action. *See Collin County, Tex. v. Homeowners Ass'n for Values Essential to Neighborhoods*, 915 F.2d 167, 170-71 (5th Cir. 1990)) (the “federal declaratory judgment act is remedial only ... it is the defendant's underlying cause of action against the plaintiff that is litigated in a suit under the act”); *see also Henry*, 2011 WL 2261166, at *8 (“The Declaratory Judgment Act is a procedural device that creates no substantive rights and requires the existence of a justiciable controversy.”); *Sivertson v. Citibank, N.A. as Tr. for Registered Holders of WAMU Asset-Back Certificates WAMU Series No. 2007-HE2 Tr.*, 390 F. Supp. 3d 769, 794 (E.D. Tex. 2019) (same). “Where all the substantive, underlying claims are subject to dismissal, a claim for declaratory relief cannot survive.” *Wallace v. U.S. Bank, N.A.*, No. 4:17-CV-437, 2018 WL 1224508, at *2 (E.D. Tex. Mar. 9, 2018).

47. Plaintiffs' Claims for declaratory relief in Counts Two and Three fail to state plausible claims because there is no underlying controversy. They are premised on Count One, which, as discussed, is not a cognizable claim. *See* Compl. ¶¶ 90 (“*[o]nce Defendants are compelled to provide information about the Claimant Trust Assets*, Plaintiffs seek a determination from the Court of the relative value of the Claimant Trust Assets compared to the bankruptcy estate obligations,” and a declaration that “the conditions are such that their Contingent

Claimant Trust Interests are likely to vest into Claimant Trust Interests”) (emphasis added). Since there is no basis to “compel” the disclosure of financial information and Count One fails as a matter of law, Plaintiffs’ claims for declaratory relief, which are dependent upon such disclosure, likewise fail as a matter of law. *See Johnson*, 999 F. Supp. 2d at 935 (“Because the undersigned has determined that none of Plaintiffs claims can withstand dismissal at this time, Plaintiff’s requests for declaratory and injunctive relief as well as an accounting cannot survive.”)²¹

48. The value of the Claimant Trust Assets and liabilities at any given point is irrelevant to a determination whether Plaintiffs’ Contingent Trust Interests “are likely to vest.” Contingent Trust Interests cannot vest until (a) all Claimant Trust Assets are liquidated, (b) all expenses, including indemnification expenses, are known and have been satisfied, and (c) Claimant Trust Beneficiaries are thereafter paid in full. Until these and other critical variables are known, the financial information Plaintiffs seek in their Complaint is meaningless for purposes of determining “vesting.” *See supra* ¶¶ 36-27. There is no justiciable controversy underlying Plaintiffs’ claims for declaratory relief. Counts Two and Three should be dismissed. The Claims fail as a matter of law, and the Complaint should be dismissed in its entirety.

IV. CONCLUSION

WHEREFORE, Highland respectfully requests that the Court grant the Motion and enter an order in the form annexed to the Motion as Exhibit A, and grant such further relief as the Court deems just and proper.

²¹ *See also Washington v. JP Morgan Chase Bank, N.A.*, 3:18-CV-1870-K-BN, 2019 WL 587289, at *8 (N.D. Tex. Jan. 18, 2019), *report and recommendation adopted*, 2019 WL 586048 (N.D. Tex. Feb. 12, 2019) (“Because Plaintiff has failed to state a plausible underlying claim, Plaintiff’s claims for injunctive and declaratory relief should also be dismissed.”); *Henry*, 2011 WL 2261166, at *9 (“As Plaintiff has alleged no facts that would lead to the conclusion that a present controversy exists between her and Defendants, Plaintiff does not have a right to relief under the Declaratory Judgment Act.”)

Dated: November 22, 2023

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No. 143717)
John A. Morris (NY Bar No. 2405397)
Gregory V. Demo (NY Bar No. 5371992)
Hayley R. Winograd (NY Bar No. 5612569)
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Email: jpomerantz@pszjlaw.com
jmorris@pszjlaw.com
gdemo@pszjlaw.com
hwinograd@pszjlaw.com

-and-

HAYWARD PLLC

/s/ Zachery Z. Annable

Melissa S. Hayward
Texas Bar No. 24044908
MHayward@HaywardFirm.com
Zachery Z. Annable
Texas Bar No. 24053075
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, Texas 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

*Counsel for Highland Capital Management, L.P., and the
Highland Claimant Trust*

EXHIBIT 5

STINSON LLP
 Deborah Deitsch-Perez
 Michael P. Aigen
 2200 Ross Avenue, Suite 2900
 Dallas, Texas 75201
 Telephone: (214) 560-2201
 Facsimile: (214) 560-2203
 Email: deborah.deitschperez@stinson.com
 Email: michael.aigen@stinson.com

*Counsel for The Dugaboy Investment Trust
 and Hunter Mountain Investment Trust*

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

	§	
In re:	§	Chapter 11
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	Case No. 19-34054-sgj11
	§	
Reorganized Debtor.	§	
	§	
DUGABOY INVESTMENT TRUST and	§	
HUNTER MOUNTAIN INVESTMENT TRUST,	§	
	§	
Plaintiffs,	§	Adv. Pro. No. 23-03038-sgj
	§	
vs.	§	
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P. and	§	
HIGHLAND CLAIMANT TRUST,	§	
	§	
Defendants.	§	
	§	

**THE DUGABOY INVESTMENT TRUST AND HUNTER MOUNTAIN
 INVESTMENT TRUST’S RESPONSE TO THE HIGHLAND PARTIES’ MOTION
 TO DISMISS COMPLAINT TO (I) COMPEL DISCLOSURES ABOUT THE ASSETS
 OF THE HIGHLAND CLAIMANT TRUST and (II) DETERMINE (A) RELATIVE
 VALUE OF THOSE ASSETS, and (B) NATURE OF PLAINTIFFS’ INTEREST
IN THE CLAIMANT TRUST**

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I. PRELIMINARY STATEMENT

1. Plaintiffs filed this adversary proceeding against Defendants Highland Capital Management, L.P. (“HCMLP”) and the Highland Claimant Trust (the “Claimant Trust”) (collectively, “Defendants”) to obtain critical information about the assets and liabilities of the Claimant Trust, which was established under the Order Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (the “Plan”) [Bankr. Dkt. 1943-1] for the benefit of Claimant Trust Beneficiaries to monetize and liquidate the assets of the HCMLP bankruptcy estate.¹ Plaintiffs have sought this information since June 2022, while HCMLP spent the last 18 months exhausting significant resources to keep the financial status of the estate out of the public eye. Ironically, in the interim, the litigation trustee voluntarily stayed his avoidance action, effectively acknowledging what Plaintiffs have been arguing – that there is more than enough money in the estate to pay all creditors with interest. This is consistent with the disclosure of the Pro-Forma Adjusted Balance Sheet (“Balance Sheet”)² in July 2023 evidencing that Plaintiffs are *in the money*³ after all creditors have been paid with interest.

2. At the same time, HCMLP and the Claimant Trust have blocked Plaintiffs (and have indicated an intent to continue to block them) from seeking relief to which they would otherwise be entitled, by contending without evidence that Plaintiffs have no standing because they are purportedly not “in the money” – *i.e.*, able or even likely to recover anything from the Claimant Trust.

3. Given Plaintiffs’ established interest and Defendants’ “heads-I-win, tails-you-lose” arguments, further disclosure of the estate’s financial status is warranted and required. As a result,

¹ Complaint to (I) Compel Disclosures About the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiffs’ Interests in the Claimant Trust (“Complaint”), Dkt. No. 1, at ¶¶ 1, 64.

² Bankr. Dkt. 3872 at p.5.

³ “In the money” is a colloquial term that has been used in this case to mean that the net assets of the Claimant Trust are sufficient to make it certain and/or likely that the Class 10 and/or 11 Claimholders will be entitled to payment from the estate.

Plaintiffs bring three claims in this adversary proceeding: Count One requests an accounting; Count Two requests a declaratory judgment regarding the value of the Claimant Trust assets; and Count Three requests a declaratory judgment and determination regarding the nature of Plaintiffs' interests in the Claimant Trust. These claims are necessary to rebut HCMLP and the Claimant Trust's continued disputation of the financial status of the estate.

4. Although the Balance Sheet disclosed the positive net value of the estate, HCMLP and the Claimant Trust continue to deny the estate's solvency and to block Plaintiffs' efforts to gain further insight into the financial condition of the estate — what assets are being sold and what expenses can be avoided. Plaintiffs are entitled to the information that will enable them to advocate to maximize recovery for former equity who are *in the money*.

5. Defendants' motion to dismiss should be seen in this light, and also viewed with skepticism due to the conflicts of interest, discussed below, that taint the decision-making of the Debtor and Claimant Trustee - who have a vested interest in obscuring the finances of Claimant Trust in order to justify keeping the estate open and maintaining lucrative positions for its administrators.⁴

6. Defendants engage in doublespeak when they argue that the disclosure of the Balance Sheet moots the Plaintiffs' claims, while also arguing that Plaintiffs cannot rely on the Balance Sheet because it reflects nothing more than alleged "estimates" and that market forces will cause variances. They cannot have it both ways.

7. Defendants also claim, albeit mistakenly, that Plaintiffs are collaterally estopped because the Bankruptcy Court already ruled in a separate proceeding that the Balance Sheet did not establish that Plaintiffs were *in the money*.⁵ Plaintiffs disagree with Defendants' interpretation of the Balance Sheet, the appealed conclusions and impact of the Court's order, and whether collateral

⁴ See paragraph 14 to 16 *infra*.

⁵ Dkt. 14 at ¶¶ 32-34; Order Denying Motion of Hunter Mountain Investment Trust Seeking Relief Pursuant to Federal Rules of Bankruptcy Procedure 7052, 9023, and 9024, Bankr. Dkt. 3936.

estoppel applies. The Court's order was not essential to the Court's determination on standing in those other proceedings. Furthermore, The Dugaboy Investment Trust ("Dugaboy") was not a party to those proceedings and, therefore, is not subject to collateral estoppel.

8. Plaintiffs' claims present ripe, justiciable controversies, and this Court has subject matter jurisdiction over Plaintiffs' claims. If Defendants' interpretation is wrong, then Plaintiffs have a right to protect their *in the money* status and to determine how the assets are currently being monetized and maximized for their benefit. If Defendants are correct in their interpretation of the data in the Balance Sheet, which they are not and for the sake of argument only, then Plaintiffs are still entitled to further investigate the current financial condition of the estate in light of continued litigation and monetization of assets. Either way, Plaintiff should be allowed to proceed with this action.

9. Thus, Defendants' Motion to Dismiss should be denied for several reasons. First, neither the Balance Sheet nor the Court's order denying reconsideration moot Counts One or Three. Second, Count Three does not seek an advisory opinion. Third, Count Three is not barred by collateral estoppel. Fourth, Count One sufficiently states a claim for an accounting. Lastly, Counts Two and Three sufficiently state a claim for declaratory judgment.

II. BACKGROUND

10. Dugaboy and Hunter Mountain Investment Trust ("HMIT") (collectively, "Plaintiffs") are documented holders of denominated Contingent Claimant Trust Interests that become Claimant Trust Beneficiaries after all creditors are paid in full.⁶ The Claimant Trust Agreement ("CTA")

⁶ Complaint to (I) Compel Disclosures About the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiffs' Interests in the Claimant Trust ("Complaint"), Dkt. No. 1, at ¶ 1, 58, 65.

evidences an intent that Plaintiffs become Claimant Trust Beneficiaries when Claimant Trust assets are sufficient to pay all lower ranked claims in full with interest.⁷

11. Defendants filed post-confirmation reports (dated October 21, 2022, January 24, 2023, and April 21, 2023) (“Post-Confirmation Quarterly Reports”) demonstrating that there is more than enough money in the estate to satisfy legitimate indemnity obligations and to otherwise pay Class 8 and 9 creditors in full.⁸ With more than \$100 million in assets remaining to monetize (not even counting related party notes), and almost \$550 million in assets already monetized, there is enough money to pay the \$387 million in allowed creditor claims.⁹ The Post-Confirmation Quarterly Reports for the first quarter of 2023 also show distributions of \$270,205,592 to holders of unsecured claims, which is 68% of the total value of allowed general unsecured claims of \$397,485,568.¹⁰ This amount is far greater than what was represented at the time of confirmation of the Plan.¹¹

12. Plaintiffs have previously sought additional financial information without success.¹² Specifically, Plaintiffs have asked for more granular information to allow an even more detailed evaluation to specifically identify all of the money raised and how it has been used and distributed, ***including at least a hundred million dollars not clearly accounted for***, based on the Defendants’ financial filings.¹³ But Defendants steadfastly refuse to provide this information.¹⁴ Instead,

⁷ *Id.* at ¶¶ 65-66.

⁸ *Id.* at ¶ 2. Under the Plan, General Unsecured Claims were classified as Class 8 and Subordinated Claims were classified as Class 9. *Id.* at ¶ 57. The Plan also classified HMIT’s Class B Limited Partnership Interest and Class C Limited Partnership Interest as Class 10 and Dugaboy’s Limited Partnership Interest as Class 11. *Id.* at ¶ 58.

⁹ *Id.* at ¶ 2.

¹⁰ *Id.* at ¶ 67.

¹¹ *Id.* at ¶ 67.

¹² *Id.* at ¶ 17.

¹³ *Id.* at ¶ 2.

¹⁴ *Id.* at ¶ 17.

Defendants argue that Plaintiffs are wrong – that Plaintiffs are *not in the money* – but Defendants do so without providing any documentation to support their position.

13. Unquestionably, the value of the estate, as held in the Claimant Trust, has significantly changed since Plan confirmation.¹⁵ Many of the estate’s major assets have been liquidated or sold since then, increasing the value of the estate, and many of the assets held by the estate have significantly increased in value, also increasing the value of the estate.¹⁶ But these current proceedings will enable Plaintiffs to further evaluate the current value of the estate, evaluate and protect the distributions to which Plaintiffs are entitled, and evaluate whether those who should be safeguarding the estate’s value are doing so rather than enabling continual waste. Meanwhile, the selective financial information that has been provided suggests that inappropriate self-dealing has occurred - which on its own justifies a full accounting.¹⁷

14. Likewise, Defendants have failed to provide an ongoing portrait of the estate’s finances. These current proceedings are therefore warranted so Plaintiffs and the bankruptcy court can know exactly what information is being utilized to stymie Plaintiffs’ efforts to challenge Defendants’ administration of the estate and Claimant Trust and Defendants’ attempts to justify unnecessary litigation by the estate against its own beneficiaries. The refusal to provide access to additional financial information is especially troublesome given the blatant conflict of interest that exists. James Seery is both the Claimant Trustee and the Trust Administrator of the Indemnity Subtrust (to whom the trustee of the Indemnity Subtrust answers).¹⁸ This creates an irresolvable conflict whereby Seery purports to have exclusive control over the Indemnity Subtrust—to the

¹⁵ *Id.* at ¶ 68.

¹⁶ *Id.* at ¶ 68.

¹⁷ *Id.* at ¶ 4.

¹⁸ See *Debtor’s Motion for Entry of an Order (I) Authorizing the (A) Creation of an Indemnity Subtrust And (B) Entry into an Indemnity Trust Agreement and (II) Granting Related Relief* [Bankr. Dkt. 2491] (the “Subtrust Motion”) at ¶ 21, pp. 8-9; Order approving the Subtrust Motion [Bankr. Dkt. 2599].

detriment of all Claimants and holders of Equity Interests. As the Trust Administrator of the Indemnity Subtrust, Seery directs administration of all aspects of the Indemnity Subtrust in his sole discretion.¹⁹ The sole beneficiaries of the Indemnity Subtrust are the Indemnified Parties as defined in Section 8.2 of the CTA and subject to its terms, including Seery himself.

15. Seery has the following duties under the Claimant Trust: a) pay the remaining Class 8 and 9 claims in full, b) file the GUC Certification, and c) vest the Class 10 and 11 Equity Interests.²⁰ In addition, he has the legal duty to do so timely and “not unduly prolong the duration of the Claimant Trust.”²¹ But because he is an Indemnified Party, subject to the terms of the CTA, Seery chooses to use the remaining assets of the Claimant Trust to both fund a cash reserve to the Indemnity Subtrust, reportedly now totaling \$50 million and, on top of that, create an additional “indemnity reserve” of some \$90 million²² in the Claimant Trust. Simply put, Seery has chosen (unilaterally and self-servingly) to dedicate the assets of the Claimant Trust to erect an “indemnity wall” in front of himself instead of using available funds consistent with his duties as the Claimant Trustee. These facts justify closer scrutiny of the Claimant Trust’s finances.

16. By concealing the details of the Claimant Trust, Seery, as Claimant Trustee, can continue to frustrate the Plan by refusing to pay Class 8 and 9 claims holders, refusing to file the GUC Certification confirming that Plaintiffs are *in the money*, and thereby render the treatment of all remaining constituents under the Plan, both claimants and former equity, illusory. All claimants, including the Plaintiffs, have a right and, given Defendants’ positions, a need to understand how the Claimant Trust is currently handling their money and interests.

¹⁹ See Subtrust Motion, Bankr. Dkt. 2491, at ¶ 21, pp. 8-9; CTA ¶ 6.1(a) which states that Claimant Trustee’s determinations concerning reserves for indemnification are “**not subject to the consent of the Oversight Board, may not be modified without the express written consent of the Claimant Trustee, and shall survive the termination of the Claimant Trustee**” (emphasis added).

²⁰ See CTA at ¶¶ 1.1(h), 1.1(aa), and 5.1.

²¹ See CTA at ¶¶ 2.2(b), 3.2(a), and 3.3(a).

²² Notice of Filing of the Current Balance Sheet of the Highland Claimant Trust, Bankr. Dkt. 3872 at Ex. A.

III. ARGUMENT

A. The Balance Sheet Does Not Moot Count One.

17. Defendants argue in their Motion that “Count one is moot in light of the Balance Sheet and must be dismissed for lack of subject matter jurisdiction under Rule 12(B)(1).” Motion at ¶ 24. Specifically, Defendants argue that the Balance Sheet, which was filed on July 6, 2023, and discloses financial information as of May 31, 2023, “shows the value of the Claimant Trust Assets, the Claimant Trust liabilities, and the potential equity value available for Claimant Trust Beneficiaries (assuming all Claimant Trust Assets are liquidated at current valuations and liabilities are fixed),” and has “thus eliminated the ‘actual controversy’” between the parties. Motion at ¶¶ 25-26. But they are wrong. The dispute remains ongoing, not the least of which because of *Defendants* contentions and arguments that the Balance Sheet is not conclusive.

18. Defendants themselves argued on April 24, 2023, a month before the as-of date on the Balance Sheet, that “Mr. Dondero and Hunter Mountain and Dugaboy keep telling the Court assets exceed liabilities. Assets exceed liabilities. And you know our position on that, Your Honor. They may; they may not.”²³ Defendants’ telling observation contradicts their mootness argument and—importantly—reinforces Plaintiffs’ claims for further disclosures. If the Balance Sheet provides all necessary information and is accurate, then it should be easy for Defendants to admit that holders of Contingent Claimant Trust Interests have vested into Claimant Trust Interests. If Defendants want to contest the logical conclusion drawn from the Balance Sheet—the only currently-available disclosure of its kind—then Defendants should be compelled to produce the financial information necessary to

²³ Apr. 24, 2023 Hrg. Trans., Bankr. Dkt. 3765, at 29:4 – 7.

support their position.²⁴ But Defendants refuse to do so. They instead ask this Court to rely on their ambiguous *ipsi dixits* without supporting proof.²⁵

19. Additionally, despite disclosing only the Balance Sheet, Defendants have argued that Plaintiffs should not rely on it. Taken as true, the Balance Sheet confirms Plaintiffs' *in the money* status. Nonetheless, Plaintiffs are entitled to more detailed information, particularly in light of Defendants' arguments disclaiming their own Balance Sheet.

20. For example, the information contained in the Balance Sheet provides information as of May 31, 2023, but estate administration is ongoing.²⁶ Defendants argue as much: the Balance Sheet specifically states that the information contained in it "is based on matters as they exist as of the date of preparation and not as of any future date."²⁷

21. Additionally, although the Balance Sheet assigns values to the Claimant Trust's assets and liabilities, it is unaudited and provides no detail regarding what is included in those values or how they were determined.²⁸ Thus, because there is no description of which assets have been sold or what value was realized as a result of those sales, there is no way to determine the current extent to which asset sales were materially mismanaged, causing Plaintiffs to be damaged. Further, there is no

²⁴ *In re Comu*, No. 09-38820-SGJ-7, 2014 WL 3339593, at *51 (Bankr. N.D. Tex. July 8, 2014), *aff'd*, *appeal dismissed sub nom. Comu v. King Louie Min., LLC*, 534 B.R. 689 (N.D. Tex. 2015), *aff'd sub nom. Matter of Comu*, 653 Fed. Appx. 815 (5th Cir. 2016) and *aff'd sub nom. Matter of Comu*, 653 Fed. Appx. 815 (5th Cir. 2016) (where this Court opined "Moreover, where [Debtor] remained silent about assets and material financial information, and 'chose to disclose material financial information *only* when directly asked or confronted with the truth,' his 'behavior justifies a presumption of fraud, as this is the essence of intent to deceive.' As the bankruptcy court in *In re Henley* pointed out, holding otherwise would send 'a dangerous message: that as long as a debtor eventually discloses his earlier omission, any earlier fraudulent intent is negated. In effect, this would mean that there are no consequences for a debtor's failure to make proper and timely disclosures.'" (citing *In re Henley*, 480 B.R. 708, 796 (Bankr. S.D. Tex. 2012)).

²⁵ For example, on May 1, 2023, "[t]he debtor's counsel asserted in oral argument that, based on all the [unspecified] record evidence, the debtor's assets would be completely depleted, likely in Class 8 — several classes higher than Dugaboy's priority class ..." *Matter of Highland Capital Management, L.P.*, No. 22-10960, 2023 WL 4861770, at *3 (5th Cir. July 31, 2023).

²⁶ Bankr. Dkt. 3872 at Exhibit A, p.5.

²⁷ *Id.* at p.6.

²⁸ *Id.* ("This presentation is not in accordance with US GAAP and is unaudited . . .").

information that would allow the parties or the Court to determine the reasonableness of all of the administrative costs that have been incurred to date and will be incurred in the future.²⁹ While the Balance Sheet certainly demonstrates that Plaintiffs are *in the money*, additional information is needed to make sure that the benefits which will flow to Plaintiffs are maximized and not wasted.

22. With respect to assets, there is no detail regarding the “Investments,” only a vague estimation that \$118 million of Investments exist. The Debtor filed an addendum to its March 31, 2023 Operating Report (Bankr. Dkt. 3757 at Addendum Item 5) (“Addendum”)³⁰ disclosing certain remaining assets, but even that is opaque. For example, the Addendum discloses “[p]ost-sale escrows” from “two private equity companies.”³¹ But there is no disclosure of which companies it refers to, the amounts of the escrows, the conditions precedent to the release of the escrows, or the anticipated timing.³² Additionally, the Debtor holds “direct or indirect interest in two private funds.”³³ But Debtor has not disclosed which funds. What are their respective liquidity rules? Have they been going up or down in value? The Debtor also lists “other misc.,” which includes “future revenue streams and receivables” without detail.³⁴ With respect to cash, while the Plaintiffs can estimate the estate’s cash balance, where that cash is sitting and what structural or accounting restrictions are in place on its use remain unclear. Finally, Plaintiffs do not have a current perspective on future cash flows, their amounts, and their probability of continuing.

23. With respect to liabilities, the Balance Sheet shows \$15 million in “[o]ther liabilities” and a purported adjustment of \$13 million *additional* “[o]ther liabilities.”³⁵ What is the basis for these

²⁹ Bankr. Dkt. 3872 at Exhibit A, p.5.

³⁰ Bankr. Dkt. 3757 at p. 15

³¹ *Id.*

³² *See, generally*, Addendum.

³³ Bankr. Dkt. 3757 at p. 15

³⁴ *Id.*

³⁵ Bankr. Dkt. 3872 at Exhibit A, p. 5.

liabilities? Are they owed to estate-affiliated parties that may be subject to negotiation or third-party service providers such as the office lease for which there really is no basis for negotiation? What is the payment deadline on these liabilities and is there interest running? What are the off-balance sheet “springing contingent liabilities” in Note 5 to the Balance Sheet?³⁶

24. Further, the Balance Sheet purports to make four “adjustments” totaling \$198 million in reduction in the value of the estate. While the notes explain the two asset-related “adjustments,” there is no explanation of the basis for and amount of the \$90 million “[a]dditional indemnification reserves” and the aforementioned \$13 million in “[o]ther liabilities.”

25. Financial statements of a company typically are comprised of a balance sheet, income statement, and a cash flow statement (also, if applicable, a Statement of Changes to Shareholder Equity). These collectively give a more detailed perspective of the company’s finances, including but not limited to regarding what expenses have been incurred to date and likely will need to be incurred into the future and what revenues likely will be generated. Even with a company in liquidation, it is important to understand what, if any, expenses would need to continue and what, if any, additional cash will be generated. This information is vital to any party seeking to wrap up the estate. Further disclosures are required to facilitate the important decisions necessary to resolve this estate that has been “liquidating” post-Effective Date for over two and a half years—with no end in sight.

26. Notably, Defendants have previously raised the above-stated issues to avoid reliance on the Balance Sheet—the very same document they now incredibly claim “moots” Plaintiffs’ Count One. Specifically, Defendants seek to disclaim any reliance on the Balance Sheet by stating that it is merely an estimate and *should not be relied upon by anyone*: “The information contained in this summarized consolidated balance sheet (the “Summary”) is based on estimates, and therefore should

³⁶ *Id.* at p. 6

not be relied upon, as actual results may differ materially from the estimates contained herein.”³⁷ But this is true gamesmanship. Defendants cannot provide estimates to claim that Defendants have received everything they need and then disclaim the reliability of that very same information. This classic doublespeak is precisely the type of “litigation posturing” that the Fifth Circuit warned about in *Fontenot v. McCraw*, 777 F.3d 741, 747-48 (5th Cir. 2015), when it stated that courts must give closer attention when a defendant claims to have mooted a case through the defendant’s “voluntary conduct,” as opposed to “official acts of third parties.”

27. Plainly, Defendants’ production of the Balance Sheet does not resolve Plaintiffs’ claims. The financial status of the Claimant Trust and whether/when Plaintiffs are entitled to distributions is an ongoing controversy as a result of the ongoing sale of assets and distributions. When there is an ongoing controversy, a case is not moot. *Franciscan All., Inc. v. Becerra*, 47 F.4th 368, 377 n.40 (5th Cir. 2022) (“if there is an ongoing dispute giving a plaintiff standing, the case is not moot.”); *Laza v. City of Palestine*, No. 6:17-CV-00533-JDK, 2021 WL 2856685, at *7 (E.D. Tex. July 8, 2021) (case is not moot because “[t]his controversy is ongoing and live . . . and Plaintiff has a concrete interest in the matter.”); *In re RE Palm Springs II, LLC*, No. 3:20-CV-3486-B, 2021 WL 3213013, at *3 (N.D. Tex. July 29, 2021) (“Thus, under § 363(m), the sale of the Property does not moot SRC’s appeal because there is an ongoing issue, which was properly preserved, as to whether HPS acted in good faith.”); *Friends of Lydia Ann Channel v. U.S. Army Corps of Engineers*, No. 2:15-CV-514, 2016 WL 6876652, at *6 (S.D. Tex. Nov. 22, 2016) (case is not moot because “[t]here are ongoing controversies”). In sum, Count One should not be dismissed because Defendants’ provision of information at one point in time, months ago, (the reliability of which Defendants have expressly disavowed) does not moot this ongoing controversy.

³⁷ Bankr. Dkt. 8372 at Exhibit A at p.6 (emphasis added).

B. The Court’s Order Denying Reconsideration Does Not Moot Count Three.

28. Defendants argue that Count Three, which seeks a declaration regarding that Plaintiffs’ Contingent Trust Interests are at least “likely to vest into Claimant Trust Interests, making them Trust Beneficiaries,” is moot because the Court purportedly already decided this issue. Motion at ¶ 27. Specifically, Defendants argue that Plaintiff HMIT’s Motion to Reconsider filed with respect to the Order Denying Leave, “incorrectly argued that the Pro Forma Adjusted Balance Sheet showed that HMIT’s Contingent Trust Interests were ‘in the money,’ and likely to vest, and that the Court subsequently found that Contingent Trust Interests are not ‘in the money.’” Motion at ¶ 27. Defendants claim that this eliminated any live controversy presented by Count Three. Motion at ¶ 28. Defendants are incorrect.

29. A case becomes moot when “an intervening event renders the court unable to grant the litigant any effective relief whatever.” *Franciscan All., Inc. v. Becerra*, 553 F. Supp. 3d 361, 368 (N.D. Tex. 2021); *see also DeOtte v. State*, 20 F.4th 1055, 1064 (5th Cir. 2021) (stating a case is moot when “any set of circumstances . . . eliminates [the] actual controversy after the commencement of a lawsuit”). However, “[a]s long as the parties have a concrete interest, however small, in the outcome of the litigation, the case is not moot.” *Franciscan All.*, 553 F. Supp. 3d at 368.

30. As the cases cited above demonstrate, an ongoing controversy, such as the one that exists here, cannot be mooted. This Court’s *dicta* that HMIT was not “*in the money*” at the time it issued its order is based on information that Defendants refuse to stand behind. It does not mean that HMIT is not “*in the money*” now nor does it mean that HMIT will never be “*in the money*.” And, finally, the order on which Defendants seek to rely is currently on appeal and may be overturned.³⁸

31. In sum, Plaintiffs have a concrete interest in a determination that its Contingent Trust Interests are effectively vested and this Court’s previous order does not eliminate that interest. Thus,

³⁸ Hunter Mountain Investment Trust’s Second Notice of Appeal, Bankr. Dkt. 3945.

Count Three is not moot and cannot be dismissed. Defendants' Motion should be denied because it is based on flawed legal arguments and misapprehends the nature of Plaintiffs' claims.

C. Count Three Does Not Seek an Advisory Opinion.

32. Defendants next argue that Count Three should be dismissed because it purportedly seeks an impermissible "advisory opinion," and, therefore, the Court does not have subject matter jurisdiction to rule on the claim.³⁹ Specifically, Defendants argue that Plaintiffs' requests for relief about whether they are or will be entitled to be paid are dependent on a number of unknown and contingent variables, rendering the request an "abstract determination" that is impermissible. Motion at ¶¶ 30-31.

33. "Although [d]eclaratory judgments cannot be used to seek an opinion advising what the law would be on a hypothetical set of facts . . . , declaratory judgment plaintiffs need not actually expose themselves to liability before bringing suit." *Frye v. Anadarko Petroleum Corp.*, 953 F.3d 285, 294 (5th Cir. 2019) (internal quotations omitted). "Basically, the question in each case is whether the facts alleged, under all the circumstances, show that there is a substantial controversy, between the parties having adverse legal interests, of sufficient immediacy and reality to warrant the issuance of a declaratory judgment." *Id.* (quotation omitted).

34. Here, Count Three is not dependent upon hypothetical facts. Count Three is only dependent upon a resolution of whether the "Claimant Trust assets exceed the obligations of the bankruptcy estate in an amount sufficient so that all Allowable Claims may be indefeasibly paid[.]"⁴⁰ Contrary to Defendants' argument, this does not require the Court to consider hypothetical future events like the outcome of the appeal in the Notes Litigation,⁴¹ future Claimant Trust expenses, or the

³⁹ Motion at ¶ 29.

⁴⁰ Complaint at ¶ 94.

⁴¹ *Highland Capital Management, L.P. v. Highland Capital Management Fund Advisors, L.P.*, et al, Case No. 21-cv-00881 (N.D. Tex.) at Dkt. 158 [App. 18-21].

nature and extent of indemnification obligations. Motion at ¶ 30. Instead, Count Three seeks a declaration that, at the time that this proceeding is decided, the Claimant Trust assets exceed the obligations of the bankruptcy estate such that Plaintiffs' Contingent Trust Interests are effectively vested. There is nothing "abstract" about this request. This is not an advisory opinion and the Court should reject Defendants' request to dismiss Count Three.

D. Count Three Is Not Barred by Collateral Estoppel.

35. Defendants next argue that Count Three should be dismissed because it is barred by the doctrine of collateral estoppel. Specifically, Defendants argue that the issue presented by Count Three, whether Plaintiffs' Contingent Interests are likely to vest, is purportedly the same issue already litigated in connection with HMIT's Motion to Reconsider. Motion at ¶ 33.

36. Collateral estoppel only applies if "(1) the issue at stake [is] *identical* to the one involved in the prior action; (2) the issue [was] actually litigated in the prior action; and (3) the determination of the issue in the prior action [was] *a necessary part of the judgment* in that earlier action." *Hacienda Records, L.P. v. Ramos*, 718 Fed. App'x 223, 228 (5th Cir. 2018) (emphases added). The Fifth Circuit has held that a previous decision is not "necessary" to the final judgment when it is "incidental, collateral, or immaterial to that judgment." *Hicks v. Quaker Oats Co.*, 662 F.2d 1158, 1168 (5th Cir. 1981) ("it has always been the rule that although an issue was fully litigated and a finding made on the issue in prior litigation, the prior judgment will not act as collateral estoppel as to the issue if the issue was not necessary to the rendering of the prior judgment, and hence was incidental, collateral, or immaterial to that judgment."). *See also OJSC Ukrnafta v. Carpatsky Petroleum Corp.*, No. CV H-09-891, 2018 WL 5921228, at *6-8 (S.D. Tex. Nov. 13, 2018) (same). But the issue raised in Count Three is neither identical to the issues litigated in connection with HMIT's Motion to Reconsider nor was it a necessary part of the Court's resulting order.

37. This Court’s prior decision does not address the current issue in dispute and certainly does not mean that HMIT (or somehow Dugaboy, who was not a party in those proceedings) is not “*in the money*” now, nor does it mean that HMIT (or Dugaboy) will never be “*in the money.*” Accordingly, the issue at stake (as well as the parties) are not identical and collateral estoppel does not apply.

38. This Court’s previous finding was not a necessary part of this Court’s decision on HMIT’s Motion for Leave or HMIT’s Motion to Reconsider. The Court initially denied HMIT’s Motion for Leave without any consideration of whether HMIT was “*in the money.*” Therefore, the issue of whether HMIT was “*in the money*” cannot have been a “necessary” part of the Court’s order. It also cannot be said to have been fully and fairly litigated, another prerequisite for collateral estoppel,⁴² because it was only able to be raised in a post judgment motion without discovery or a hearing.⁴³

39. Furthermore, the Court conceded that its dicta on whether HMIT was “*in the money*” was not necessary to its decision denying the Motion to Reconsider. Specifically, the Court found that there were no reasonable grounds to reopen the record based on the post-hearing financial disclosures because it believed that they were not materially different than the Post-Confirmation Reports filed by Debtor on April 21, 2023.⁴⁴ The Court went on to state that: “[s]o, to the extent HMIT is arguing that the ‘post-hearing financial disclosure filings’ are something akin to newly discovered evidence or otherwise a ground for a new hearing or altering findings, HMIT’s argument lacks merit. Moreover, even if this court were to consider the ‘post-hearing financial disclosure filings,’ the court disagrees

⁴² *In re USAA Gen. Indem. Co.*, 629 S.W.3d 878, 883 (Tex. 2021); *Diminico v. Lehman Bros.*, 84 F.3d 433, at *1 (5th Cir. 1996) (not designated for publication).

⁴³ *USAA*, 629 S.W.3d at 884.

⁴⁴ Order Denying Motion of HMIT Seeking Relief Pursuant to Federal Rules of Bankruptcy Procedure 7052, 9023, and 9024 (Bankr. Dkt. 3936) at pp. 2-3.

with HMIT's central argument that they demonstrate HMIT's contingent interest is 'in the money....'"⁴⁵ In other words, per the Court's words, the finding on which Defendants seek to rely was unnecessary dicta and not a basis for the application of collateral estoppel. *Hicks*, 662 F.2d at 1168. Accordingly, collateral estoppel does not apply and Count Three should not be dismissed.

E. Count One Sufficiently States a Claim for Disclosures of Claimant Trust Assets and Request for Accounting.

1. Plaintiffs have a legal right to obtain the information that they seek in this proceeding.

40. Defendants argue that Plaintiffs have no right to any financial information as a matter of law because they allegedly hold only Contingent Trust Interests and are not beneficiaries under the CTA. Motion at ¶¶ 38-41. According to Defendants, the language of the CTA makes clear that only current beneficiaries have rights to information under the CTA. Defendants are incorrect. Plaintiffs are intended (albeit contingent) beneficiaries of the Claimant Trust.

41. The Delaware Code does not define the term "beneficiary," but Delaware courts follow the RESTATEMENT (THIRD) OF TRUSTS,⁴⁶ which defines beneficiaries to include contingent beneficiaries:

Persons who are beneficiaries: in general. The "beneficiaries" of a trust are the persons or classes of persons, or the successors in interest of persons or class members, upon whom the settlor manifested an intention to confer beneficial interests (vested **or contingent**) under the trust, plus persons who hold powers of appointment (special or general) or have reversionary interests by operation of law. Also included are persons who have succeeded to interests of beneficiaries by assignment, inheritance, or otherwise.⁴⁷

42. Delaware courts routinely hold that, when interpreting undefined statutory terms, courts must give those terms a "reasonable and sensible meaning in light of their intent and purpose." *Angstadt v. Red Clay Consol. Sch. Dist.*, 4 A.3d 382, 390 (Del. 2010). In ascertaining the "reasonable

⁴⁵ *Id.* at p. 3.

⁴⁶ See, e.g., *In re Tr. Under Will of Flint for the Benefit of Shadek*, 118 A.3d 182, 195 (Del. Ch. 2015); *Tigani v. Tigani*, No. CV 2017-0786-KSJM, 2021 WL 1197576, at *14 (Del. Ch. Mar. 30, 2021), *aff'd*, 271 A.3d 741 (Del. 2022).

⁴⁷ RESTATEMENT (THIRD) OF TRUSTS, § 48 cmt. a (2003) (emphasis added).

and sensible meaning” of terms, Delaware courts rely on dictionaries as a source of interpretation. *See id.*

43. Black’s Law Dictionary defines “beneficiary” as, among other things, “[s]omeone who is designated to receive the advantages from an action or change . . . or to receive something as a result of a legal arrangement or instrument” and includes both “contingent beneficiar[ies]” and “direct beneficiar[ies]” within the definition without any qualification regarding their rights.⁴⁸ By contrast, Black’s distinguishes an “incidental beneficiary” as a “third-party beneficiary, who, though benefiting indirectly, is not intended to benefit from a contract and thus does not acquire rights under the contract.”⁴⁹ Nothing in the CTA indicates that Plaintiffs are merely “incidental beneficiaries.”

44. In light of the RESTATEMENT and the definition in Black’s Law Dictionary, it is reasonable and sensible to interpret the word “beneficiary” as used in Section 3327 of the Delaware statute to include contingent beneficiaries. Rules of statutory interpretation support this conclusion.

45. As the Delaware Supreme Court explained, a court “may not engraft upon a statute language which has been clearly excluded therefrom by the Legislature.” *Giuricich v. Emtrol Corp.*, 449 A.2d 232, 238 (Del. 1982) (citing *Wilmington Trust Co. v. Barry*, 338 A.2d 575, 578 (Del Super. Ct. 1975), *aff’d*, 359 A.2d 664 (Del. 1976)). If the Delaware Legislature had intended that only “vested” beneficiaries could bring an action to remove a trustee, as opposed to any beneficiary (whether residual or contingent), it would have so specified. In this case, the relevant statute—Del. Code Ann. tit. 12, § 3327—uses the term “beneficiary” without defining or limiting it. Accordingly, a court may not do what the Delaware Legislature refused to do by engrafting the term “vested” into the statute to qualify the term “beneficiary.”

⁴⁸ *Black’s Law Dictionary* (11th ed. 2019).

⁴⁹ *Id.*

46. Delaware courts refuse to read statutory language restrictively to exclude certain classes of beneficiaries. *See Estate of Tigani*, No. CV 7339-ML, 2016 WL 593169, at *14 (Del. Ch. Feb. 12, 2016) (holding that the “statute’s use of the general term beneficiary, without any language restricting the class of beneficiary to whom it refers, fairly encompasses a vested beneficiary subject to divestiture”); *Estate of Necastro*, No. C.A. 10,538, 1991 WL 29958, at *1 (Del. Ch. Feb. 28, 1991) (rejecting a “restrictive reading” of “beneficiary” under 12 Del.C. § 2302(d) and instead holding that “Exceptants [whom the parties characterized as “contingent beneficiaries”] have standing . . . based upon their indirect interest in a share of the estate through their status as beneficiaries of a testamentary trust”). In short, neither the applicable Delaware statute nor Delaware case law limits the term “beneficiary” to vested beneficiaries, to the exclusion of contingent ones.

47. Defendants argue, incorrectly, that the language of the CTA purportedly strips Plaintiffs of standing. In particular, Defendants argue that the CTA provides that holders of Contingent Trust Interests (including Plaintiffs) “shall not have any rights under this Agreement, unless and until the Claimant Trustee files with the Bankruptcy Court a certification that all GUC Beneficiaries have been paid indefeasibly in full, including, to the extent applicable, all accrued and unpaid post-petition interest consistent with the Plan and all Disputed Claims have been resolved (the ‘GUC Payment Certification’).”⁵⁰ They further argue that the agreement provides that “Equity Holders will be deemed ‘Beneficiaries’ under this Agreement only upon the filing of a GUC Payment Certification with the Bankruptcy Court.”⁵¹ But Delaware law makes clear that a trust agreement, however worded, may not strip the trustee’s duty of good faith and fair dealing and, importantly, the

⁵⁰ CTA, Bankr. Dkt. 3521-5 at § 5.1(c).

⁵¹ *Id.*

CTA does not disclaim any such duties.⁵² Here, observance of that duty precludes the argument that the language of the CTA destroys Plaintiffs' standing.

48. Under Delaware law, unless the governing trust agreement says otherwise, the trustee of a statutory trust has those duties set forth in common law, including the duties of loyalty, good faith, and due care. *See* Del. Code Ann. tit. 12, § 3809; *Rende v. Rende*, No. 2021-0734-SEM, 2023 WL 2180572, at *11 (Del. Ch. Feb. 23, 2023). And while a governing trust agreement may expressly disclaim these duties (although this one does not), Delaware law prohibits the elimination of the duty of good faith and fair dealing. *In re National Collegiate Student Loan Trusts Litigation*, 251 A.3d 116, 185-86 (Del. Ch. 2020) (“While parties may agree to waive default fiduciary duties, the DSTA forbids parties from eliminating the “implied contractual covenant of good faith and fair dealing.”) (citing Del. Code. Ann. tit. 12, § 3806(c)).

49. Here, the duty of good faith and fair dealing is particularly important where Plaintiffs' status as “beneficiaries” under the Agreement is purportedly dependent upon Mr. Seery's discretion to file a GUC Certification declaring them as such. “Stated in its most general terms, the implied covenant requires a party in a contractual relationship to refrain from arbitrary or unreasonable conduct which has the effect of preventing the other party to the contract from receiving the fruits of the bargain.” *Dunlap v. State Farm Fire and Cas. Co.*, 878 A.2d 434, 442 (Del. 2005) (internal quotations omitted).

50. As other RESTATEMENT jurisdictions have recognized, Mr. Seery's refusal to give the GUC Certification and recognize Plaintiffs vesting of Classes 10 and 11 warrants treating those classes as fully vested. “[V]esting cannot be postponed by unreasonable delay in distributing an estate and [...] when there is such delay, contingent interests vest at the time distribution *should* have been

⁵² The CTA is governed by Delaware law. *Id.* at § 11.10.

made.” *Estate of Cornell v. Johnson*, 367 P.3d 173, 178 (Idaho 2016) (emphasis added) (discussed in RESTATEMENT (SECOND) OF TRUSTS § 198 (1959)); *see also Edwards v. Gillis*, 146 Cal.Rptr.3d 256, 263 (Cal. Ct. App. 4 Dist., 2012) (“when there is [unreasonable] delay contingent interests vest at the time distribution should have been made.”).

51. As set forth above, the Claimant Trust had sufficient assets to pay unsecured creditors in Classes 8 and 9 in full with interest at least as early as May 2023, and in all probability as early as September 2022.⁵³ And the CTA requires Mr. Seery as Claimant Trustee to “make timely distributions and not unduly prolong the duration of the Claimant Trust.”⁵⁴ Had Mr. Seery fulfilled that mandate, he could and should have distributed remaining funds to Classes 8 and 9 in July 2023 at the latest, filed the GUC Certification with the Court, and begun distributing remaining assets to Classes 10 and 11. In short, Plaintiffs’ contingent interests *should have vested* many months ago. Therefore, the law treats Plaintiffs as Claimant Trust Beneficiaries regardless of the language of the CTA.

52. In sum, the Plan defines the “Contingent Claimant Trust Interests” to include the Claimant Trust Interests distributed to Holders of Class A, B, and C Limited Partnership Interests.⁵⁵ The CTA defines “Contingent Trust Interests” to be the contingent interests in the Claimant Trust to be distributed to the Class A, B, and C Limited Partnership Interests.⁵⁶ Finally, the CTA defines “Claimant Trust Beneficiaries to include Class A, B and C Limited Partnership Interests upon the filing of the GUC certification.⁵⁷ Class A, B and C Limited Partnership Interests are intentionally defined as contingent or secondary beneficial interests in the Plan and the CTA and are therefore not

⁵³ Two of the estate’s major private equity positions sold in May 2022, and the remaining largest positions sold in September 2022. The May 2022 assets were Cornerstone Healthcare Group [*see* App. 05-09] and MGM [*see* App. 01-04]. The September 2022 positions were CCS Medical [*see* App. 10-14] and Trussway [*see* App. 15-17].

⁵⁴ CTA, Bankr. Dkt. 3521-5 at § 3.2(a).

⁵⁵ *See* Plan at Art. I, § B, ¶ 44.

⁵⁶ *See* CTA ¶ 1.1(m).

⁵⁷ *Id.*, ¶¶ 1.1(h) and 5.1(c).

mere incidental or third-party beneficiaries.⁵⁸ Plaintiffs have standing and a right to seek the information that they request in their Complaint.

2. Plaintiffs’ accounting claim is sufficient under Delaware and Texas law.

53. Defendants also argue that Count One must be dismissed to the extent it is treated as an equitable accounting claim. Motion at ¶ 43. Specifically, Defendants argue that an accounting is not a cause of action in equity but only an equitable remedy where a fiduciary may be compelled to provide an account for property subject to trust. Defendants further argue that here, the CTA governs the rights of the parties and does not provide Plaintiffs as holders of Contingent Trust Interests with any rights. Motion at ¶ 44. Defendants are wrong once again.

54. Initially, as explained immediately above, Plaintiffs have legal rights, including a right to an accounting that under Delaware law, including the Delaware Statutory Trust Act, as well as the CTA. Therefore, Count One is proper under Delaware law.

55. Alternatively, Plaintiffs are entitled to bring an accounting claim under Texas law. “Questions of substantive law are controlled by the laws of the state where the cause of action arose, but matters of remedy and procedure are governed by the laws of the state where the action is sought to be maintained.” *Wells Fargo Bank Texas, N.A. v. Foulston Siefkin LLP*, 348 F. Supp. 2d 772, 783 (N.D. Tex. 2004), *vacated on other grounds*, 465 F.3d 211 (5th Cir. 2006). Defendants assert that an action for an accounting “is an equitable remedy.” Motion at ¶ 43. Thus, Defendants arguments based on Delaware law are misplaced because the law of the state where the action is sought to be maintained, Texas, applies in this regard. Motion at ¶¶ 39–45.

56. Under Texas law, courts have jurisdiction over claims seeking to “determine the powers, responsibilities, duties, and liability of a trustee,” including “claims for a trust accounting.”

⁵⁸ See also *Memorandum Opinion and Order Pursuant to Plan “Gatekeeper Provision” and Pre-Confirmation “Gatekeeper Orders”*: *Denying Hunter Mountain Investment Trust’s Emergency Motion for Leave to File Verified Adversary Proceeding*, Bankr. Dkt. 3903, at p. 2.

Berry v. Berry, 646 S.W.3d 516, 527–28 (Tex. 2022). “Any interested person” may bring such a claim. *Id.* (citation omitted). An “interested person” includes a “beneficiary” as well as any other “person who is affected by the administration of the trust.” *Id.* at 528 (citation omitted). A “beneficiary” is “a person for whose benefit property is held in trust, regardless of the nature of the interest.” *Id.* (citation omitted). An “interest” includes “any interest, whether legal or equitable or both, present or future, vested or contingent, defeasible or indefeasible.” *Id.* (citation omitted). “Whether a person, excluding a trustee or named beneficiary, is an interested person may vary from time to time and must be determined according to the particular purposes of and matter involved in any proceeding.” *Id.* (citation and internal marks omitted).

57. In this case, the Plan created the Claimant Trust, which was established for the benefit of Claimant Trust Beneficiaries. Complaint at ¶ 64. “Claimant Trust Beneficiaries” include, by definition, “Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.” Complaint at ¶ 64. Plaintiffs are holders of those partnership interests. Complaint at ¶¶ 53–59. As explained above, because Plaintiffs are beneficiaries of the Claimant Trust, they may bring claims under Texas law against the Claimant Trust for a trust accounting.

58. Defendants argue that Plaintiffs cannot sue for an accounting because their interests are contingent. Motion at ¶ 38. But under Texas law, the holder of “any interest, whether legal or equitable or both, present or future, vested *or contingent*, defeasible or indefeasible,” as “may vary from time to time,” may bring a claim for an accounting against the trustee. *Hill v. Hunt*, No. CIV.A. 3:07-CV-2020-, 2009 WL 5178021, at *2 (N.D. Tex. Dec. 30, 2009) (citing Tex. Prop. Code § 111.004(6)).

59. Further, because Plaintiffs can request an accounting under Texas law, Defendants’ objection to Plaintiffs’ claims for declaratory relief necessarily fails because, contrary to Defendant’s

failed assertion, Plaintiffs have stated an underlying cause of action for the declaratory relief (an accounting). Motion at ¶¶ 46–47.

3. **Defendants have not adequately demonstrated that either Plaintiff has unclean hands.**

60. Defendants argue without authority that HMIT should be denied relief as a result of its “unclean hands.” Motion at ¶ 45. Defendants’ only support for this claim is a one-sentence reference to a currently pending lawsuit against HMIT, among others, for breach of a promissory note.⁵⁹ Not only was this lawsuit brought by a different party than those involved in this litigation, but Defendants fail to provide any evidence of any wrongdoing by HMIT (let alone Dugaboy) other than bald conclusory allegations in a complaint, let alone evidence of wrongdoing related to the allegations in this dispute.

F. **Counts Two and Three Sufficiently State a Claim for Declaratory Judgment.**

61. Defendants argue that Counts Two and Three, which seek declaratory relief, also fail to state a claim under Fed. R. Civ. P. § 12(b)(6) because they are based on Count One, and Count One is not a cognizable claim. Motion at ¶ 47. For the reasons discussed above, Count One does state a valid claim and therefore Counts Two and Three should not be dismissed.

62. Defendants also argue, without authority, that the value of the assets and liabilities of the Clamant Trust at any given point in time is irrelevant to whether Plaintiffs’ Contingent Trust Interests are likely to vest because the Contingent Trust Interests cannot vest until several conditions are satisfied, including the liquidation of assets and expenses being paid. Motion at ¶ 48. Specifically, Defendants argue that “until these and other critical variables are known, the financial information Plaintiffs seek in their Complaint is meaningless for purposes of determining ‘vesting’”⁶⁰ and therefore there is no controversy underlying these claims. Even if Defendants were correct, and they

⁵⁹ Motion at ¶ 45.

⁶⁰ *Id.* at ¶ 48.

are not, and these other variables must be determined first, the financial information sought by Defendants is exactly the information that will be necessary under the CTA to determine these variables and to determine when and how much Plaintiffs will be paid once these events occur. Defendants, of course, do not dispute this. In other words, it is nonsensical to claim that the requested information is “meaningless” just because the amounts payable to Plaintiffs may change in the future. The exact amounts do not need to be established at this time. The Court should decline Defendants’ request to dismiss Counts Two and Three.

IV. CONCLUSION

63. Wherefore, Plaintiffs respectfully request that the Court deny the Motion in its entirety and grant any further relief as the Court deems proper and just.

Respectfully submitted,

STINSON LLP

/s/Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

*Counsel for The Dugaboy Investment Trust and the
Hunter Mountain Investment Trust*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on December 29, 2023 a true and correct copy of this document was served electronically via the Court's CM/ECF system to the parties registered or otherwise entitled to receive electronic notices in this case.

/s/Deborah Deitsch-Perez _____

Deborah Deitsch-Perez

EXHIBIT 6

STINSON LLP

Deborah Deitsch-Perez

Michael P. Aigen

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for Hunter Mountain Investment Trust

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

In re	§	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	Case No. 19-34054-sgj11
Reorganized Debtor. ¹	§	

MOTION FOR LEAVE TO FILE A DELAWARE COMPLAINT

¹ The *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P., (As Modified)* [Dkt. No. 1808] (the “*Plan*”), filed by Highland Capital Management, L.P. (“*HCMLP*”) became effective on August 11, 2021 (the “*Effective Date*”).



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I. PRELIMINARY STATEMENT

1. Movant Hunter Mountain Investment Trust (“Movant”) seeks leave to file a complaint in Delaware Chancery Court seeking the removal of James P. Seery, Jr. (“Mr. Seery”) as Trustee of the Claimant Trust created pursuant to the plan of reorganization of Highland Capital Management, L.P. (“Highland” or the “Debtor”). Under applicable Delaware law, removal of a trustee is warranted when the trustee commits a breach of trust, substantially impairs the administration of the trust through the Trustee’s continued service, is unwilling or unable to perform his duties properly, or has hostility toward one or more beneficiaries that threatens efficient administration of the trust. As set forth below in greater detail, all four of these circumstances exist here.

2. Mr. Seery has breached his duties, including his duty of loyalty by using Claimant Trust assets to fund a separate indemnity sub-trust (to pay his own potential legal expenses – in a blatant conflict of interest) instead of using those assets to pay the claims of Claimant Trust beneficiaries. In addition, Mr. Seery is overtly hostile to Movant—the holder of Class 10 claims and the largest holder of Contingent Trust Interests under the Claimant Trust. Either of these circumstances alone justifies Mr. Seery’s removal, but the combination requires it. The attached proposed Delaware complaint states a “colorable” claim, and this Motion should be granted.

II. STATEMENT OF FACTS

A. Highland’s Plan Contemplated Orderly “Monetization” of Highland’s Assets, Payment of Eleven Classes of Claims, and Winding Up of Highland’s Business

3. The Bankruptcy Court entered an order (the “Confirmation Order”) confirming the Fifth Amended Plan of Highland Capital Management, L.P. (as Modified) (the “Plan”) on February 22, 2021.² In broad strokes, the Plan called for “the orderly wind-down of the Debtor’s estate,

² Confirmation Order, Dkt. 1943.

including the sale of assets and certain of its funds over time, with the Reorganized Debtor continuing to manage certain other funds, subject to the oversight of the Claimant Trust Oversight Board.”³

4. The Plan contemplated payment of 11 classes of claims. Classes 1 through 7 have already been paid. The remainder are: Class 8, comprising general unsecured claims, of which 93% of allowed claims have been paid;⁴ Class 9, comprising subordinated claims; Class 10, comprising Class B/C limited partnership interest claims; and Class 11, comprising Class A limited partnership interest claims.⁵ Highland’s former equity holders were assigned Class 10 and 11 claims. Movant Hunter Mountain Investment Trust is the only holder of Class 10 claims and owner of the lion’s share of the residual equity in Highland.⁶

5. The Plan contemplated that all of Highland’s assets would be managed through three entities: (1) a Claimant Trust, (2) a Litigation Sub-Trust, and (3) the Reorganized Debtor.⁷ The Claimant Trust was tasked with administering “Claimant Trust Assets” and serving as the Reorganized Debtor’s limited partner.⁸ The Litigation Sub-Trust, a sub-trust of the Claimant Trust, was tasked with pursuing “Estate Claims.”⁹ And the Reorganized Debtor was tasked with

³ *Id.*, ¶ 2.

⁴ *See* Dkts. 3956 at p. 7 and 3757 at p. 13.

⁵ *See* Plan, Ex. A to Dkt. 1943, at Art. III, §§ B, H.

⁶ *See* Plan at Art. I, § B, ¶¶ 34-36.

⁷ *See* Plan at Art. IV, § A.

⁸ The Plan defines “Claimant Trust Assets” to mean all assets of the estate that are not “Reorganized Debtor Assets,” including all causes of action, available cash, proceeds realized from such assets, any rights of setoff or recoupment and other defenses with respect to such assets, any assets transferred to the Claimant Trust by the Reorganized Debtor, the limited partnership interests in the Reorganized Debtor, and the ownership interests in the Reorganized Debtor’s new general partner. *See* Plan at Art. I, § B, ¶ 26.

⁹ *See* Plan at Art. IV, § A. The Plan defines “Estate Claims” to mean “any and all estate claims and causes of action against [James] Dondero, [Mark] Okada, other insiders of the Debtor, and any of their related entities, including any promissory notes held by any of the foregoing. Plan at Art. I, § B, ¶ 60; Dkt. 354, Ex. A at p. 4 (defining “Estate Claims” to mean “claims and causes of action against Mr. Dondero, Mr. Okada, other insiders of the Debtor, and each of the Related Entities, including any promissory notes held by any of the foregoing.”).

administering the “Reorganized Debtor Assets” and managing the wind down of the “Managed Funds.”¹⁰

B. The Confirmation Order and the Plan Contemplated the Creation of a Claimant Trust Managed by Mr. Seery under the Supervision of an Oversight Board

6. The confirmed Plan contemplated the creation of a “Claimant Trust,” to be created pursuant to a separate Claimant Trust Agreement, the “CTA.”¹¹ According to the Bankruptcy Court, the whole reason for the Claimant Trust was to “manage and monetize the Claimant Trust Assets for the benefit of the Debtor’s economic stakeholders.”¹² The Court further observed that, upon full payment of allowed claims, the Claimant Trust contemplated that “any residual value would then flow to the holders of Class 10 (Class B/C Limited Partnership Interests), and Class 11 (Class A Limited Partnership Interests).”¹³

7. Beneficiaries of the Claimant Trust are termed “Claimant Trust Beneficiaries,” a term defined to mean (1) holders of allowed general unsecured claims, (2) holders of allowed subordinated claims, and upon certification by the Claimant Trustee that holders of allowed general unsecured and allowed subordinated claims have been paid in full with interest, and (3) holders of allowed Class A and B/C limited partnership interests.¹⁴ Notably, the CTA repeatedly instructs that the Claimant Trustee is to act “with a view toward maximizing value in a reasonable time” for the purpose of

¹⁰ See Plan at Art. IV, § B. The Plan defines “Reorganized Debtor Assets” to mean “any limited and general partnership interests held by the Debtor, the management of the Managed Funds and those Causes of Action (including, without limitation, claims for breach of fiduciary duty), that, for any reason, are not capable of being transferred to the Claimant Trust.” Plan at Art. I, § B, ¶ 115. The Plan defines “Managed Funds” to mean Highland Multi-Strategy Credit Fund, L.P., Highland Restoration Partners, L.P., and any other investment vehicle managed by Highland pursuant to an executory contract. Plan at Art. I, § B, ¶ 84.

¹¹ See Plan at Art. IV, § B.

¹² See Confirmation Order, Dkt. 1943, at ¶ 2.

¹³ *Id.* at ¶ 42(c).

¹⁴ See CTA, Dkt. 3521-5, at ¶ 1.1(h).

distributing the Claimant Trust assets to Claimant Trust Beneficiaries.¹⁵ Consistent with the Confirmation Order’s description of the Plan’s waterfall, upon paying the holders of claims in Classes 1-9 in full with interest, the Claimant Trustee is obligated to file with the Bankruptcy Court a certification (called the “GUC Certification” in the CTA) deeming holders of Class A, B, and C limited partnership interests (*i.e.*, Class 10 and 11 claims holders) “Beneficiaries” of the CTA with entitlement to distributions of residual assets under the terms of the CTA.¹⁶

8. Under the Plan, Mr. Seery is the designated Claimant Trustee tasked with the obligation to oversee the administration and distribution of Claimant Trust Assets to unsecured claims and equity interests represented by Classes 8 through 11.¹⁷ Importantly, both the Confirmation Order and the Plan contemplated that Mr. Seery’s management of the Claimant Trust would be supervised by a five-member committee (comprised of at least two disinterested members), referred to in the CTA as the “Oversight Board.”¹⁸

9. In its Confirmation Order, the Bankruptcy Court described the Oversight Board’s role and its membership at some length. According to the Court, “[t]he Claimant Trust, the Claimant Trustee, the management and monetization of the Claimant Trust Assets, and the management of the Reorganized Debtor...**will all be managed and overseen by the Claimant Trust Oversight Committee.**”¹⁹ In terms of the Board’s membership, the Court explained that the members of the Unsecured Creditors Committee (“UCC”) had volunteered to serve as the initial members of the

¹⁵ *Id.* at ¶ 2.3(b)(viii); *see also id.* at ¶ 2.3(b)(i) (Claimant Trustee must act “in an expeditious but orderly manner with a view toward maximizing value”), ¶ 3.2(a) (“Claimant Trustee shall, in an expeditious but orderly manner, monetize the Claimant Trust Assets, make timely distributions and not unduly prolong the duration of the Claimant Trust.”).

¹⁶ *Id.* at § 5.1(c).

¹⁷ *See* Plan, Ex. A to Dkt. 1943, at Art. I, § B, ¶ 28 and Art. IV, § B.1.

¹⁸ *See Id.* at Art. IV, § B.2; CTA, ¶¶ 1.1(II), 4.1. Despite the CTA’s mandate that the Oversight Board “shall” be comprised of at least two disinterested members, the initial Board’s makeup consisted of four members of the UCC and only one disinterested member, David Pauker. *See id.*, ¶ 1.1(II).

¹⁹ *See* Confirmation Order, Dkt. 1943, at ¶ 42(a) (emphasis added).

Oversight Board.²⁰ The Confirmation Order goes on to discuss in detail the initial members and their qualifications to serve.²¹ In approving their appointment, the Court emphasized Mr. Seery’s testimony that “he believe[d] the selection of the . . . members of the Claimant Trust Oversight Board [was] in the best interests of Debtor’s economic constituents.”²² Plainly, the Court believed that a five-member Board would oversee Mr. Seery’s conduct as Claimant Trustee to ensure that the Plan would be fully performed.

10. The Plan likewise contemplated that the five-member Oversight Board would supervise Mr. Seery’s monetization of Claimant Trust assets and his management and distribution of those assets after monetization. Indeed, the Plan expressly stated that the Oversight Board would oversee “the management and monetization of the Claimant Trust Assets, [] the management of the Reorganized Debtor . . . and the Litigation Sub-Trust . . . , subject to the terms of the Claimant Trust Agreement.”²³ The CTA, in turn, provides that the Oversight Board “shall,” among other things: (1) “consult with and advise the Claimant Trustee and Litigation Trustee as to the administration and management of the Claimant Trust and the Litigation Sub-Trust;” and (2) “oversee, review, and govern the activities of the Claimant Trust, including the Litigation Sub-Trust, and the performance of the Claimant Trustee and Litigation Trustee.”²⁴ The CTA further limits the Claimant Trustee’s power to undertake certain actions without “vote of a simple majority of the Oversight Board pursuant to the notice and quorum requirements” of the Agreement.²⁵ Thus, the Claimant Trustee should consult the Oversight Board before terminating or extending the term of the Claimant Trust, litigating or settling any “Material Claims,” selling or monetizing certain assets, including Reorganized Debtor

²⁰ *Id.* at ¶ 8.

²¹ *Id.* at ¶ 44.

²² *Id.* at ¶ 42.

²³ *See* Plan, Ex. A to Dkt. 1943, at Art. IV, § B.2.

²⁴ CTA, Dkt. 3521-5, at ¶ 4.2(a).

²⁵ *Id.* at ¶ 3.3(b).

assets valued at greater than \$3 million, making certain cash distributions to Claimant Trust Beneficiaries, making distributions on “Disputed Claims,” reserving cash or cash equivalents to meet contingent liabilities (including indemnification obligations), borrowing, investing Claimant Trust assets, changing the Claimant Trustee’s compensation, or retaining certain counsel, experts, advisors, or other professionals.²⁶ In other words, the Oversight Board, as originally conceived, was contemplated to have a substantial governance role in the day-to-day activities of the Claimant Trust and the Claimant Trustee.

11. In its September 7, 2022 opinion, confirming the Plan in part, the Fifth Circuit likewise observed that, “[t]he whole operation is overseen by a Claimant Trust Oversight Board (the “Oversight Board”) comprised of four creditor representatives and one restructuring advisor.”²⁷ Notably, in the same opinion, the Fifth Circuit struck down a provision of the Plan purporting to exculpate from liability parties other than Highland, the UCC and its members, and the three independent directors appointed to manage Highland during bankruptcy, holding that broader exculpation was inconsistent with 11 U.S.C. § 524(e).²⁸ In short, the Fifth Circuit refused to exculpate Mr. Seery for actions taken in his role as Claimant Trustee and expressed the understanding that his post-confirmation conduct as Trustee of the Claimant Trust would be affirmatively overseen by an independent Oversight Board.

C. The Plan Did Not Contemplate, but the Court Subsequently Approved, the Creation of an Indemnity Subtrust

12. One entity the Plan did not contemplate was an indemnity sub-trust designed to cover potential post-confirmation claims against estate professionals. Instead, Mr. Seery testified

²⁶ *Id.* at ¶ 3.3(b)(i)-(xii).

²⁷ *Matter of Highland Capital Management, L.P.*, 48 F.4th 419, 427 (5th Cir. 2022).

²⁸ *Id.* at 438. Nor is Mr. Seery exculpated for “any acts or omissions...arising out of or related to acts or omissions that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct.” Confirmation Order, Dkt 1943, at ¶ Y.

extensively during the hearing on Plan confirmation that Highland would obtain director and officer (“D&O”) insurance to cover any claims against or liabilities imposed on those individuals charged with implementing the Plan. Indeed, one of the conditions to the Plan becoming effective was “the Debtor obtaining D&O Insurance acceptable to the Debtor, the Committee, the Claimant Trust Oversight Committee, and the Litigation Trustee.”²⁹ Nonetheless, four months after Plan confirmation, Highland filed a motion with the Bankruptcy Court seeking authorization to create a new “Indemnity Subtrust” designed to maintain an indemnity trust account with a balance of “not less than \$25 million” that would conditionally indemnify post-confirmation professionals “in lieu of obtaining D&O insurance.”³⁰

13. The parties to be conditionally indemnified under the Indemnity Subtrust include Mr. Seery as Claimant Trustee, the Oversight Board and its members (described below), their professionals, the Litigation Trustee, the Reorganized Debtor and its partners, members, directors, and officers, and the new general partner of the Reorganized Debtor and its partners, members, directors, and officers (including Mr. Seery).³¹ In support of the Subtrust Motion, Mr. Seery testified that he and other post-confirmation management “intend[ed] to look for insurance coverage that would appropriately replace the Indemnity Trust if that’s a more efficient vehicle.”³² Over various objections, the Court granted Highland’s Subtrust Motion on July 21, 2021.³³

²⁹ See Motion for Entry of an Order (I) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (II) Granting Related Relief (the “Subtrust Motion”), Dkt. 2491 at ¶ 13.

³⁰ *Id.* at ¶¶ 21, 26.

³¹ See *id.* at ¶ 18 n.8; see also CTA, Dkt. 3521-5 at § 8.2.

³² July 19, 2021 Hearing Transcript, Dkt. 2598 at 45:14-25.

³³ Order Approving Debtor’s Motion for Entry of an Order (I) Authorizing the (A) creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (II) Granting Related Relief, Dkt. 2599.

14. The Subtrust Motion identified Mr. Seery as the “Indemnity Trust Administrator.”³⁴ In his capacity as Administrator, Mr. Seery was given total control of the administration of the Indemnity Subtrust:

...For any action contemplated or required in connection with the operation of the Indemnity Trust, and for any guidance or instruction to be provided to the Indemnity Trustee, **such function, rights and responsibility shall be vested in the Indemnity Trust Administrator, and the Indemnity Trustee will take written directions from the Indemnity Trust Administrator**, in such form specified in the Indemnity Trust Agreement and otherwise satisfactory to the Indemnity Trustee.³⁵

And although Highland’s motion assured the Court that “[b]eneficiaries will not be involved in or have any rights with respect to the administration of the Indemnity Trust or have any right to direct the actions of the Indemnity Trustee with respect to the Indemnity Trust or the assets held in the Indemnity Trust Account,” Highland carved out Mr. Seery (to the extent he is acting in his capacity as Indemnity Trust Administrator) from that exclusion.³⁶

D. Despite Governance Protections Contained in the Confirmation Order, the Plan, and the CTA, with Regard to Indemnification Issues, Mr. Seery Operates with Unfettered Discretion and without Supervision of the Contemplated Oversight Board

15. Notwithstanding that creditor constituencies voted to support, and the Bankruptcy Court approved, the Plan, understanding that there would be a partially independent, five-member Oversight Board supervising the monetization and distribution of estate assets, that contemplated governance structure has long since been ignored and has failed to safeguard the Claimant Trust. The representations in the Plan, the findings by this Court, and the belief of the Fifth Circuit that Mr. Seery’s conduct as Claimant Trustee would be affirmatively overseen to assure that the Plan would be fully performed, are – at least as to the appropriate use of funds and indemnification -- all false.

³⁴ See Subtrust Motion, Dkt. 2491, at ¶ 21 under “Indemnity Trust Administrator” on p. 8.

³⁵ *Id.* (emphasis added) under “Governance of the Indemnity Trust” on p. 9.

³⁶ *Id.* (emphasis added).

16. The five-member Board no longer exists. Instead, the Board is comprised of two claims buyers (and current Claimant Trust Beneficiaries)—Muck Holdings and Jessup Holdings—and one ostensibly disinterested member, Richard Katz,³⁷ about whom no information demonstrating independence was provided with his appointment.³⁸ Although the CTA mandates that the Board includes two disinterested members, there has only ever been Mr. Katz. That contrivance creates potential governance problems. For example, the Board must in many instances approve actions undertaken by the Claimant Trustee by a “majority” vote.³⁹ But if any Board member has a conflict or *potential* conflict of interest with respect to an issue at hand (including, without limitation, a pecuniary interest in the issue), then the conflicted member cannot vote.⁴⁰ In the case of the current three-member Board, any potential conflict of interest thus derails a majority vote and precludes the Board from approving actions contemplated by the Claimant Trustee.

17. Even without this governance problem, contrary to the impression left by the provisions of the Plan discussed above,⁴¹ the Claimant Trust lacks the requisite safeguards to prevent abuse by the Claimant Trustee. That has proven particularly problematic when it comes to the Claimant Trust’s indemnity obligations. Specifically, the CTA states:

Notwithstanding anything to the contrary contained herein, the Claimant Trustee shall distribute to the holders of Trust Interests at least annually the Cash on hand net of any amounts that...(d) are necessary to satisfy or reserve for other liabilities incurred or anticipated by the Claimant Trustee in accordance with the Plan and this Agreement (**including, but not limited**

³⁷ While Movants have little to go on, if Mr. Katz is the Richard Katz of Torque Point Advisors, he may have interacted with Mr. Seery while he was at Lehman Brothers. *See* TORQUE POINT ADVISORS, <https://www.torquepointllc.com/> (last visited Dec. 20, 2023) (involved in restructuring of Lehman Brothers Holdings Inc.) and Jim Seery, LINKEDIN, (listing Lehman Brothers, 1999-2009) [App. 110-112]. Furthermore, the Claims Purchasers, Muck and Jessup are proposed defendants, together with Mr. Seery and others, in a separate proposed adversary proceeding involving allegations of use of material non-public information. As such, Movant has alleged that at least two members of the Oversight Board are in an alleged conspiracy with Mr. Seery. *See* Hunter Mountain Investment Trust’s Emergency Motion for Leave to File Verified Adversary Proceeding, Dkt. 3816.

³⁸ *See* Notice of Appointment of Members of the Oversight Board of the Highland Claimant Trust, Dkt. 2801.

³⁹ *See* CTA, Dkt. 3521-5 at §§ 3.3(b)(i)-(xii), 3.4, 3.8, 3.9, and 4.6(a).

⁴⁰ *See id.* at § 4.6(c).

⁴¹ *See* notes 18 to 28 *supra* and accompanying text.

to, indemnification obligations and similar expenses in such amounts and for such period of time as the Claimant Trustee determines, in good faith, may be necessary and appropriate, which determination shall not be subject to consent of the Oversight Board, may not be modified without the express written consent of the Claimant Trustee, and shall survive the termination of the Claimant Trustee)....⁴²

18. In other words, Mr. Seery, both as the Claimant Trustee and as the Indemnity Trust Administrator, effectively has the sole authority to reserve for potential indemnification obligations *without any* Oversight Board or other supervision. This is problematic because Mr. Seery (both as claimant Trustee and as the owner of the Reorganized Debtor's general partner) is one of the principal indemnified parties who stand to benefit from the funding of the indemnification reserve. That means Mr. Seery has a vested financial interest in all decisions he makes regarding the indemnification reserve, including how much to reserve and whether to pay out of the reserve to indemnified parties, including himself. Mr. Seery's unfettered right over the Indemnity Sub-Trust is a material deviation from the Plan: while the Plan always contemplated a conditional indemnification right to certain parties, such right was to be supervised by the Oversight Board. Not only has the Oversight Board with its mechanism for independent members been removed from the supervision of the indemnification *res*, but the sole party with authority over the indemnification *res*, Mr. Seery, is conflicted.

E. Mr. Seery Has Used the Indemnification Reserve to Avoid Paying Creditors in Full and to Benefit Himself

19. Mr. Seery has used the Claimant Trust and the Indemnity Subtrust to his own pecuniary advantage. The Claimant Trust now has more than sufficient assets to pay holders of Classes 8 and 9 in full with interest with surplus available to former equity. Yet it has failed to do so, despite the mandate of the CTA that Mr. Seery act expeditiously to maximize value for Claimant Trust Beneficiaries. Instead, he has been funding an increasingly sizeable indemnification reserve

⁴² CTA, Dkt. 3521-5 at § 6.1(a) (emphasis added).

without any discernable justification other than as a subterfuge for avoiding certifying that holders of Class 10 and 11 claims (including Movant) are Claimant Trust Beneficiaries.

20. Based on a consolidated balance sheet filed on July 6, 2023, the Claimant Trust has about \$250 million in assets (of which an estimated \$180 million is cash) and, at that time, only about \$126 million in remaining non-Dondero-related Class 8 and 9 claims.⁴³

Highland Claimant Trust			
Summarized Consolidated Balance Sheet ⁽¹⁾			
As of May 31, 2023			
The accompanying notes are integral to understanding this balance sheet			
(Estimated and unaudited, \$ in millions)			
	Balance per books	adjustments (see notes)	Adjusted balance
Assets			
Cash and equivalents	\$ 13	\$ -	\$ 13
Disputed claims reserve ⁽²⁾	12	-	12
Other restricted cash	12	-	12
Investments ⁽³⁾	118	(12) ⁽⁶⁾	106
Notes receivable, net ⁽⁴⁾	86	(83) ⁽⁴⁾	3
Other assets	6	-	6
Total assets	\$ 247	\$ (95)	\$ 152
Liabilities			
Secured and other debt	\$ -	\$ -	\$ -
Distribution payable ⁽⁷⁾	12	-	12
Additional indemnification reserves	-	90 ⁽⁸⁾	90
Other liabilities	15	13 ⁽⁵⁾	28
Total liabilities ⁽⁵⁾	\$ 27	\$ 103	\$ 130
Book/adjusted book equity (see accompanying notes) ⁽⁹⁾	220	(198)	22
Total liabilities and book/adjusted book equity	\$ 247	\$ (95)	\$ 152
Supplemental Info: ⁽⁷⁾			
Sum of remaining allowed Class 8 Trust Beneficiaries, excluding interest	\$ 27		
Sum of remaining allowed Class 9 Trust Beneficiaries, excluding interest	99		
Sum of face amount of pending Class 8/9 potential Trust Beneficiaries, excluding interest	13		
Sub-total	\$ 139		

21. Since that time, the Post-Confirmation Reports for the period ending September 30, 2023 reflect that an additional \$14,361,077 has been paid to GUCs, with \$6,805,592 being paid to GUC Classes 6 and 7, leaving a balance of \$119,222,451 remaining in Class 8 and 9 claims (subtracting the total “Paid Cumulative” from the “Total Allowed” amounts as reflected on page 7 of those Reports and adding in the amounts paid to GUC Classes 6 and 7).⁴⁴ The Reports do not disclose

⁴³ Notice of Filing of the Current Balance Sheet of the Highland Claimant Trust, Dkt. 3872 at Ex. A. The Claimant Trust’s asset balance is exclusive of any recovery on litigation against dozens of defendants by Marc S. Kirschner, the Trustee of the Litigation Sub-Trust (the “Kirschner Action”).

⁴⁴ See Amended Post-Confirmation Reports of Reorganized Debtor and of the Highland Claimant Trust, Dkts. 3955 and 3956.

the current cash position of the Claimant Trust. Cash may have increased or decreased. But in the worst case, adjusting the cash from amounts shown in the May 31, 2023 Balance Sheet by the amount paid out to Classes 8 and 9, the Trust still has cash of at least \$165 million, and remaining Class 8 and 9 claims that now total less than \$120 million.

22. Notably, the Claimant Trust’s balance sheet assets do not include a fully cash-funded at least \$35 million indemnity account (reportedly now \$50 million) that presumably may be used to pay creditors in the event it is not consumed by the estate’s professionals.⁴⁵ In addition, to reduce the Claimant Trust’s book value, Highland purports to add “non-book” adjustments to the balance sheet. One such adjustment gives zero asset value to certain notes payable by Mr. Dondero and his alleged affiliates.⁴⁶ However, \$70 million of those notes are now fully bonded by cash deposited in the registry of the District Court.⁴⁷

23. Another accounting “adjustment” creates a \$90 million “additional indemnification reserve,” on top of the at least \$35 (or \$50) million cash indemnity reserve, with no explanation.⁴⁸ Indeed, were it not for the at least \$125-140 million in inappropriate indemnity reserves—which is \$100 million more than Debtor originally proposed it would need in insurance coverage when it sought approval of the Indemnity Subtrust—Highland’s creditors could have been paid, the estate closed, and the residual estate returned to equity months if not years ago.

⁴⁵ See Notice of Filing of the Current Balance Sheet of the Highland Claimant Trust, Dkt. 3872 at Ex. A, Note 1. The information provided does not make it clear whether the \$90 million reserve is reduced by the \$15 million increase in the Indemnity Sub-Trust.

⁴⁶ *Id.* at Ex. A.

⁴⁷ See Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals, Dkt. 149; Notices of Bonding, Case No. 3:21-cv-00881-X (N.D. Tex.), Dkts. 151, 152, 160-162 [App. 039-078].

⁴⁸ See Notice of Filing of the Current Balance Sheet of the Highland Claimant Trust, Dkt. 3872 at Ex. A.

24. As the Post-Confirmation Reports reveal, all of the administrative claims, secured claims, and priority claims have been paid in full.⁴⁹ Thus, as a practical matter, the Claimant Trust could pay the Class 8 and 9 claims in full with interest, Mr. Seery could file the GUC Certification,⁵⁰ and Movant (along with other Holders of Class A, B, and C of limited partnership interests) would become a fully vested Claimant Trust Beneficiary under the terms of the CTA.⁵¹ All of these steps could be, and indeed, should have been, completed without any interference from the Indemnity Subtrust Administrator.

25. The failure to pay creditors has had a material impact on the Movant and other Holders of Class A, B, and C of limited partnership interests. In the first nine months of 2023, Debtor and the Claimant Trust accumulated \$48,447,234 in (undisclosed) expenses,⁵² for an average of \$5.4 million per month. Even after the voluntary stay of the *Kirschner* litigation, which appears to have been a significant cost-driver, the Debtor and the Claimant Trust have continued to accumulate \$4.6 million per month in expenses. While monies to pay Class 8 and Class 9 Claims remain unimpaired, cash to pay the former equity holders continues to disappear as undisclosed expenses.

26. As explained below in greater detail, the proposed Delaware Complaint sets forth claims that are both plausible under federal pleading standards⁵³ and “colorable” under this Court’s articulated gatekeeping standard.

⁴⁹ See Amended Post-Confirmation Reports of Reorganized Debtor and of the Highland Claimant Trust, Dkts. 3955 and 3956.

⁵⁰ See CTA, Dkt. 3521-5 at §§ 1.1(aa), 5.1(c).

⁵¹ See *id.*, §§ 1.1(h), 5.1.

⁵² See Dkt. 3756, 3757, 3888, 3889, 3955, and 3956 (showing Claimant Trust expenditures of \$60,421,756 and Debtor expenditures of \$37,430,919 in Q1 – Q3 2023, then subtracting out \$29,405,441 in distributions to creditors and \$20 million presumably added to the Indemnity Sub-Trust).

⁵³ *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007) (holding a plaintiff must plead “enough facts to state a claim to relief that is plausible on its face” in order to survive a motion to dismiss pursuant to Rule 12(b)(6)).

III. ARGUMENT

A. The Proposed Complaint Alleges a Colorable Claim That Mr. Seery Should be Removed as Claimant Trustee

27. According to this Court, to state a “colorable” claim under the gatekeeping provision of the Plan (the “Gatekeeper Provision”), a moving party must do more than allege a “plausible” claim for relief—the standard applied by federal district courts in deciding whether a claim can proceed under Federal Rule of Civil Procedure 12(b)(6).⁵⁴ Instead, a movant in this Court must survive an “*additional level of review*.”⁵⁵ Specifically, the movant bears the “burden of making a prima facie case that its proposed claims are *not without foundation*, are *not without merit*, and are *not being pursued for any improper purpose such as harassment*.”⁵⁶ And in deciding whether the movant has met this prima facie burden, the Court “may, and should, take into consideration its *knowledge* of the *bankruptcy proceedings* and *the parties* and any additional evidence presented at the hearing on the Motion for Leave.”⁵⁷ The Court termed this new standard the “Gatekeeper Colorability Test.”⁵⁸

28. As set forth below, Movant’s Delaware complaint meets the Court’s Gatekeeper Colorability Test because it sets forth a *prima facie* case under Delaware law that Mr. Seery should

⁵⁴ Movant has objected and continues to object to the Court’s ruling with respect to the standard that should be applied under the Gatekeeper Provision. Movant has appealed the Court’s rulings regarding this standard. *See* Hunter Mountain Investment Trust’s Second Notice of Appeal, Dkt. 3945. No admission is made by or on behalf of Movant in connection with this Motion regarding the “colorability” standard applied by the Court or the Court’s related substantive and procedural rulings. Movant expressly reserves all of Movant’s substantive and procedural rights and waives none of the same in connection with this Motion, the proposed Complaint, or otherwise. Movant believes the proper standard is set forth in *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007) (holding a plaintiff must plead “enough facts to state a claim to relief that is plausible on its face” in order to survive a motion to dismiss pursuant to Rule 12(b)(6)), and that this standard is also satisfied by this Motion.

⁵⁵ Memorandum Opinion, Dkt. 3903 at p. 91 (emphasis in original).

⁵⁶ *Id.* (emphases in original).

⁵⁷ *Id.* (emphases in original).

⁵⁸ Movant disagrees with this new test and is challenging this test on appeal at this time. Nothing in this current Motion should be deemed an admission or an acknowledgment of the propriety of this test. *See* Dkt. 3915.

be removed as Claimant Trustee. Moreover, Movant's Delaware complaint is not brought for any improper purpose but, rather, to protect Movant's sizeable residual interest in the Claimant Trust.

1) Movant's Delaware Complaint Sets Forth a *Prima Facie* Case for Removal of Mr. Seery as Claimant Trustee

29. Under Delaware law, the Court of Chancery may remove the trustee of a Delaware statutory trust "on [its] own initiative or on petition of a trustor, another officeholder, or beneficiary" in any of five circumstances:

- a) *The officeholder has committed a breach of trust; or*
- b) *The continued service of the officeholder substantially impairs the administration of the trust; or*
- c) The court, having due regard for the expressed intention of the trustor and the best interests of the beneficiaries, determines that notwithstanding the absence of a breach of trust, there exists:
 - i. A substantial change in circumstances;
 - ii. *Unfitness, unwillingness or inability of the officeholder to administer the trust or perform its duties properly; or*
 - iii. *Hostility between the officeholder and beneficiaries or other officeholders that threatens the efficient administration of the trust.*

Del. Code Ann. tit. 12, § 3327 (emphases added). As set forth below in greater detail, Movant is an intended beneficiary of the Claimant Trust and, as such, Movant is entitled to ask a Delaware court to remove Mr. Seery as Claimant Trustee because he has engaged in multiple acts warranting his removal under Delaware statute. Accordingly, Movant's complaint sets forth a *prima facie* case, and the Court should grant its Motion and allow the case to proceed.

2) Movant Has Standing to Seek Mr. Seery's Removal

30. At the outset, in reality, Movant should be recognized as being "in the money" and a vested beneficiary with the associated standing to pursue the proposed Delaware complaint. In any event, however, Movant also has standing to seek removal of Mr. Seery because Movant is an intended (albeit contingent) beneficiary of the Claimant Trust under the CTA. *All* beneficiaries,

including contingent beneficiaries, have standing under Delaware law to seek to remove a trustee. To argue otherwise – that only “vested” beneficiaries under the CTA may bring such an action – is to impermissibly limit the statute.

31. The Delaware Code does not define the term “beneficiary,” but Delaware courts follow the RESTATEMENT (THIRD) OF TRUSTS,⁵⁹ which defines beneficiaries to include contingent beneficiaries:

Persons who are beneficiaries: in general. The “beneficiaries” of a trust are the persons or classes of persons, or the successors in interest of persons or class members, upon whom the settlor manifested an intention to confer beneficial interests (vested **or contingent**) under the trust, plus persons who hold powers of appointment (special or general) or have reversionary interests by operation of law. Also included are persons who have succeeded to interests of beneficiaries by assignment, inheritance, or otherwise.⁶⁰

32. Further, the RESTATEMENT expressly contemplates that contingent beneficiaries may file suit to enforce a private trust:

“Beneficiaries.” A suit to enforce a private trust ordinarily (see Reporter’s Note) may be maintained by any beneficiary whose rights are or may be adversely affected by the matter(s) at issue. The beneficiaries of a trust include any person who holds a beneficial interest, present or future, vested or contingent.⁶¹

And “enforcement” extends to “enforcement proceedings in a more comprehensive sense, such as petitions for removal of a trustee . . . even though no breach-of-trust issue is involved.”⁶²

33. Delaware courts routinely hold that, in interpreting undefined statutory terms, courts must give those terms a “reasonable and sensible meaning in light of their intent and purpose.” *Angstadt v. Red Clay Consol. Sch. Dist.*, 4 A.3d 382, 390 (Del. 2010). In ascertaining the “reasonable

⁵⁹ See, e.g., *In re Tr. Under Will of Flint for the Benefit of Shadek*, 118 A.3d 182, 195 (Del. Ch. 2015); *Tigani v. Tigani*, No. CV 2017-0786-KSJM, 2021 WL 1197576, at *14 (Del. Ch. Mar. 30, 2021), *aff’d*, 271 A.3d 741 (Del. 2022).

⁶⁰ RESTATEMENT (THIRD) OF TRUSTS, § 48 cmt. a (2003) (emphasis added).

⁶¹ RESTATEMENT (THIRD) OF TRUSTS, § 94 cmt. b (2012).

⁶² *Id.*, § 94, Reporter’s Notes, cmt. a(1).

and sensible meaning” of terms, Delaware courts rely on dictionaries as a source of interpretation.
See id.

34. Black’s Law Dictionary defines “beneficiary” as, among other things, “[s]omeone who is designated to receive the advantages from an action or change . . . or to receive something as a result of a legal arrangement or instrument” and includes both “contingent beneficiar[ies]” and “direct beneficiar[ies]” within the definition without any qualification regarding their rights.⁶³ By contrast, Black’s distinguishes an “incidental beneficiary” as a “third-party beneficiary, who, though benefiting indirectly, is not intended to benefit from a contract and thus does not acquire rights under the contract.”⁶⁴ Nothing in the CTA indicates that Movants are merely “incidental beneficiaries.”

35. In light of the RESTATEMENT and the definition in Black’s Law Dictionary, it is reasonable and sensible to interpret the word “beneficiary” used in Section 3327 of the Delaware statute to include contingent beneficiaries. Rules of statutory interpretation support this conclusion. As the Delaware Supreme Court has explained, a court “may not engraft upon a statute language which has been clearly excluded therefrom by the Legislature.” *Guiricich v. Emtrol Corp.*, 449 A.2d 232, 238 (Del. 1982) (citing *Wilmington Trust Co. v. Barry*, 338 A.2d 575, 578 (Del Super. 1975), *aff’d*, 359 A.2d 664 (Del. 1976)). If the Delaware Legislature had intended that only “vested” beneficiaries could bring an action to remove a trustee, as opposed to any beneficiary (whether residual or contingent), it would have so specified. In this case, the relevant statute—Del. Code Ann. tit. 12, § 3327—uses the term “beneficiary” without defining or limiting it. Accordingly, a court may not do what the Delaware Legislature refused to do by engrafting the term “vested” into the statute to qualify the term “beneficiary.”

⁶³ *Black’s Law Dictionary* (11th ed. 2019).

⁶⁴ *Id.*

36. Delaware courts refuse to read statutory language restrictively to exclude certain classes of beneficiaries. *See Estate of Tigani*, No. CV 7339-ML, 2016 WL 593169, at *14 (Del. Ch. Feb. 12, 2016) (holding that the “statute’s use of the general term beneficiary, without any language restricting the class of beneficiary to whom it refers, fairly encompasses a vested beneficiary subject to divestiture”); *Estate of Necastro*, No. C.A. 10,538, 1991 WL 29958, at *1 (Del. Ch. Feb. 28, 1991) (rejecting a “restrictive reading” of “beneficiary” under 12 Del.C. § 2302(d) and instead holding that “Exceptants [whom the parties characterized as “contingent beneficiaries”] have standing . . . based upon their indirect interest in a share of the estate through their status as beneficiaries of a testamentary trust”).

37. In short, neither the applicable Delaware statute nor Delaware case law limits the term “beneficiary” to “vested” beneficiaries to the exclusion of contingent ones.

38. The Claimant Trustee will no doubt argue that the language of the CTA purportedly strips Movant of its standing to seek removal of the Trustee. In particular, the CTA states that holders of Contingent Trust Interests (including Movant) “shall not have any rights under this Agreement, unless and until the Claimant Trustee files with the Bankruptcy Court a certification that all GUC Beneficiaries have been paid indefeasibly in full, including, to the extent applicable, all accrued and unpaid post-petition interest consistent with the Plan and all Disputed Claims have been resolved (the ‘GUC Payment Certification’).”⁶⁵ The Agreement further states that “Equity Holders will only be deemed ‘Beneficiaries’ under this Agreement upon the filing of a GUC Payment Certification with the Bankruptcy Court.”⁶⁶ But Delaware law makes clear that a trust agreement, however worded, may

⁶⁵ CTA, Dkt. 3521-5 at § 5.1(c).

⁶⁶ *Id.*

not strip the trustee's duty of good faith and fair dealing.⁶⁷ And in this case, observance of that duty precludes any argument that the language of the CTA undercuts Movant's standing.

39. Under Delaware law, unless the governing trust agreement says otherwise, the trustee of a statutory trust has those duties set forth in common law, including the duties of loyalty, good faith, and due care. *See* Del. Code Ann. tit. 12, § 3809; *Rende v. Rende*, No. 2021-0734-SEM, 2023 WL 2180572, at *11 (Del. Ch. Feb. 23, 2023). And while a governing trust agreement may expressly disclaim these duties (although this one does not), Delaware law prohibits the elimination of the duty of good faith and fair dealing. *In re National Collegiate Student Loan Trusts Litigation*, 251 A.3d 116, 185-86 (Del. Ch. 2020) (“While parties may agree to waive default fiduciary duties, the DSTA forbids parties from eliminating the “implied contractual covenant of good faith and fair dealing.”) (citing Del. Code. Ann. tit. 12, § 3806(c)).

40. The duty of good faith and fair dealing is particularly important here, where Movant's status as a “beneficiary” under the CTA is purportedly dependent upon Mr. Seery's discretion to file a GUC Certification declaring Movant's status as such. “Stated in its most general terms, the implied covenant requires a party in a contractual relationship to refrain from arbitrary or unreasonable conduct which has the effect of preventing the other party to the contract from receiving the fruits of the bargain.” *Dunlap v. State Farm Fire and Cas. Co.*, 878 A.2d 434, 442 (Del. 2005) (internal quotations omitted). “Thus, parties are liable for breaching the covenant when their conduct frustrates the overarching purpose of the contract by taking advantage of their position to control implementation of the agreement's terms.” *Id.* (internal quotations omitted).

41. Given the purpose of the covenant, “it is possible to rest a claim of breach of the implied covenant of good faith and fair dealing on the assertion that defendants have deliberately

⁶⁷ The CTA is governed by Delaware law. *Id.* at § 11.10.

prevented the occurrence of conditions precedent.” *Injective Labs Inc. v. Wang*, No. CV 22-943-WCB, 2023 WL 3318477, at *7 (D. Del. May 9, 2023) (quoting *Benerofe v. Cha*, No. 14614, 1998WL 83081, at *6 (Del. Ch. Feb. 20, 1998)). See also *Snow Phipps Grp., LLC v. Kcake Acquisition, Inc.*, No. CV 2020-0282-KSJM, 2021 WL 1714202, at *53 (Del. Ch. Apr. 30, 2021) (noting the duty of good faith and fair dealing “requires some cooperation ... either by refraining from conduct that will prevent or hinder the occurrence of that condition or by taking affirmative steps to cause its occurrence”) (internal quotes omitted).

42. Mr. Seery’s failure and refusal to pay the Class 8 and 9 creditors, in an attempt to prevent the Contingent Interest Holders’ interests from vesting under the terms of the CTA, falls squarely within the scope of the duty of good faith and fair dealing. In *Injective Labs Inc. v. Wang*, the defendant asserted a counterclaim for the breach of the implied duty of good faith and fair dealing. The defendant argued that plaintiff breached the implied duty by “sending a belated request that [defendant] satisfy a condition precedent, knowing that it was effectively impossible for him to do so.” *Injective Labs Inc. v. Wang*, 2023 WL 3318477, at *7. The court rejected plaintiff’s motion to dismiss the counterclaim, holding “[t]hat allegation, and in particular the allegation that [plaintiff] knew that [defendant] would be unable to satisfy the condition precedent . . . is directed to the type of conduct that typically falls within the scope of the implied duty of good faith and fair dealing.” *Id.*

43. In another case, the Court of Appeals for the Seventh Circuit affirmed summary judgment against a defendant because the defendant “did not exercise good faith under the contract by attempting to hinder the occurrence of the condition precedent in the contract.” *Unit Trainship, Inc. v. Soo Line R. Co.*, 905 F.2d 160, 162-63 (7th Cir. 1990). There, the parties entered a contract for the running of a unit-train between Chicago and Seattle. *Id.* at 161. Because the running of the unit-train required the approval of the Interstate Commerce Commission (“ICC”), the parties filed a joint petition with the ICC seeking approval. *Id.* Thereafter, one party moved to withdraw from the ICC

proceeding and failed to participate in the joint petition, thereby stymieing the condition precedent to the performance of the contract. *Id.* The Seventh Circuit, applying Illinois law, which is similar in this regard to Delaware law, held that “where a party’s obligation is subject to a condition precedent, a duty of good faith and fair dealing is imposed upon that party to cooperate and to not hinder the occurrence of the condition.” *Id.* at 163.

44. These cases inform the Claimant Trustee’s contractual duties under Delaware law. In *Injective Labs Inc.*, the plaintiff/counterclaim defendant prevented the performance of a condition precedent, which violated the duty of good faith and fair dealing. 2023 WL 3318477, at *7. In *Unit Trainship*, one of the parties to the relevant contract prevented the occurrence of a condition precedent, which violated the duty of good faith and fair dealing. 905 F.2d at 163. Similarly, here the Claimant Trustee is deliberately refusing to pay the unsecured creditors in Classes 8 and 9 with interest, thereby breaching his duty to pay Classes 10 and 11. That violates the Trustee’s duty of good faith and fair dealing and fatally undermines any argument that Movant lacks standing to seek removal of the Trustee.

45. As other RESTATEMENT jurisdictions have recognized, Mr. Seery’s conduct warrants treating those classes as fully vested. “[V]esting cannot be postponed by unreasonable delay in distributing an estate and [] when there is such delay, contingent interests vest at the time distribution *should* have been made.” *Estate of Cornell v. Johnson*, 367 P.3d 173, 178 (Idaho 2016) (emphasis added) (discussed in RESTATEMENT (SECOND) OF TRUSTS, § 198 (1959)); *see also Edwards v. Gillis*, 146 Cal.Rptr.3d 256, 263 (Cal.App. 4 Dist., 2012) (“when there is [unreasonable] delay contingent interests vest at the time distribution should have been made.”). As set forth above, the Claimant Trust had sufficient assets to pay unsecured creditors in Classes 8 and 9 in full with interest at least as early

as July 2023, and in all probability as early as September 2022.⁶⁸ And the CTA requires Mr. Seery as Claimant Trustee to “make timely distributions and not unduly prolong the duration of the Claimant Trust.”⁶⁹ Had Mr. Seery fulfilled that mandate, he could and should have distributed remaining funds to Classes 8 and 9 by July 2023, filed the GUC Certification with the Court, and begun distributing remaining assets to Classes 10 and 11. In short, Movant’s interests were properly vested under the CTA many months ago, and Delaware law therefore treats Movant as a Claimant Trust Beneficiary, regardless of the language of the CTA.

46. Indeed, any argument that the CTA precludes Movant from vindicating its rights (including by seeking removal of the Trustee) only underscores why Delaware law is crafted the way it is. Were it not for the duty of good faith and fair dealing imposed by Delaware law, Mr. Seery arguably could increase the funds set aside for indemnification continually, hold final distributions to Class 8 and Class 9 creditors in abeyance, and refuse to file the GUC Certification based on the theoretical possibility that he might in the future need to draw upon more than the originally contemplated indemnity reserve of \$25 million to pay his own legal expenses (all while drawing a salary of \$150,000 per month). And it appears that, for now, Mr. Seery is content to do just that. This is exactly the kind of conflict that Section 3327 of the Delaware Code was designed to prevent, and the duty of good faith and fair dealing in Delaware precludes the Claimant Trustee from relying on the language of the CTA to prevent the Delaware courts from remedying the conflict. Under these circumstances, Movant has standing to proceed under Delaware law.

⁶⁸ Two of the estate’s major private equity positions sold in May 2022, and the remaining largest positions sold in September 2022. The May 2022 assets were Cornerstone Healthcare Group [*see* App. 013-017] and MGM [*see* App. 009-012]. The September 2022 positions were CCS Medical [*see* App. 018-022] and Trussway [*see* App. 023-025].

⁶⁹ CTA, Dkt. 3521-5 at § 3.2(a).

3) Delaware Law Mandates Movant's Complaint Proceed in Delaware Court

47. Under Delaware law, beneficial owners of a trust are entitled to seek redress in the courts of Delaware, regardless of the language of the relevant trust agreement: “Except by agreeing to arbitrate any arbitrable matter in a specified jurisdiction or in the State, *a beneficial owner who is not a trustee may not waive its right to maintain a legal action or proceeding in the courts of the State with respect to matters relating to the organization or internal affairs of a statutory trust.*” Del. Code Ann. tit. 12, § 3804(e) (emphasis added). This is because the removal of a trustee is a “matter[] relating to the organization or internal affairs of a statutory trust.” *United Bhd. of Carpenters Pension Plan v. Fellner*, C.A. No. 9475-VCN, 2015 WL 894810, at *2 n. 13 (Del. Ch. Feb. 26, 2015). Where a company's internal affairs are involved, Delaware law disregards the forum selection clause in the parties' trust agreement. *Id.*

48. Because Movant's Delaware complaint seeks relief relating to the internal affairs of the Claimant Trust, Movant is entitled to have its dispute decided by the courts of Delaware, regardless of any contrary choice of forum clause in the CTA.⁷⁰ The Court should permit Movant to file its Delaware complaint in the Delaware Chancery Court.

4) There Are Multiple Grounds for Seery's Removal

49. As set forth in the proposed Delaware Complaint, Mr. Seery's removal as Claimant Trustee is warranted for multiple reasons. Specifically, Mr. Seery has breached his duty of loyalty by failing to pay creditors, failing to file the GUC Certification, and failing to certify that equity holders in Classes 10 and 11 (of which Movant is the largest) are vested under the CTA. Seery has failed to act expeditiously as required under the terms of the CTA,⁷¹ and has failed to maximize the value of the Claimant Trust for the benefit of the Claimant Trust Beneficiaries by filing unnecessary

⁷⁰ See CTA, Dkt. 3521-5 at § 11.11.

⁷¹ See, e.g., *id.* at §§ 2.2(b), 2.3(b)(i), 3.2(a).

proceedings, including the Kirschner Action, and spending inordinate amounts of cash. Those breaches of duty warrant Mr. Seery's removal under Del. Code Ann. tit. 12, § 3327(1). Further, Mr. Seery's roles as both Claimant Trustee and as Indemnity Subtrust Administrator substantially impairs the administration of the Claimant Trust, warranting his removal under Del. Code Ann. tit. 12, § 3327(2). In addition, Mr. Seery's removal is warranted under Del. Code Ann. tit. 12, § 3327(3)(b) and (c) because he is unwilling to perform his duties as Claimant Trustee, and has manifested a personal hostility toward, and conflict with, Movant and the holders of Contingent Trust Interests.

a) Mr. Seery Has Breached His Duty of Loyalty

50. The facts set forth above demonstrate without doubt that Mr. Seery has breached his duty of loyalty in administering the Claimant Trust. A trustee breaches the duty of loyalty by acting in his own self-interest “[i]nstead of evaluating what was in the best interests of [a] [t]rust.” *Paradee v. Paradee*, No. 4988-VCL, 2010 WL 3959604, at *10 (Del. Ch. Oct. 5, 2010). “Self-interested transactions involving a fiduciary or one in a confidential relationship with another are presumptively fraudulent and voidable in equity. If the transaction is challenged, the burden of persuasion to justify upholding the transaction is on the fiduciary.” *Hardy v. Hardy*, No. CIV.A. 7531-VCP, 2014 WL 3736331 at *8 (Del. Ch. July 29, 2014) (internal quotations omitted). Significantly, and importantly in this case, an inequitable action taken “does not become permissible simply because it is legally possible” within the letter of the law or the language of an agreement. *Coster v. UIP Companies, Inc.*, 255 A.3d 952, 953 (Del. 2021) (citing *Schnell v. Chris-Craft Indus., Inc.*, 285 A.2d 437, 439 (Del. 1971)). Self-dealing amounts to a breach of duty of loyalty. *See Tagliatalata v. Galvin*, No. 5841-MA, 2015 WL 757880, at *4 (Del. Ch. Feb. 23, 2015); *Walls v. Peck*, Civ. A. No. 497, 1979 WL 26236, at *4 (Del. Ch. Oct. 24, 1979); GEORGE GLEASON BOGERT, THE LAW OF TRUSTS AND TRUSTEES, § 543 (3d ed. 2019) (“The trustee must administer the trust with complete loyalty to the

interests of the beneficiary, without consideration of the personal interests of the trustee or the interests of third persons.”).

51. Indeed “[u]nlike corporate law, ‘[u]nder trust law, self-dealing on the part of a trustee is virtually prohibited.’” *Stegemeier v. Magness*, 728 A.2d 557, 563 (Del. 1999) (citing *Oberly v. Kirby*, 592 A.2d 445, 466 (Del. 1991)). As a result, the interested trustee bears the burden of persuasion to justify upholding the transaction. *Id.*

52. In this case, as the Delaware Complaint alleges, Mr. Seery has breached his duty of loyalty. That breach was inevitable given the manner in which Mr. Seery and Highland constructed the Claimant Trust and the Indemnity Subtrust. As set forth above, Mr. Seery is the Trustee of the Claimant Trust with an absolute duty to manage and administer that trust for the benefit of the Trust’s beneficiaries. But Mr. Seery is also the Indemnity Trust Administrator charged with funding and spending an indemnity reserve for the benefit of Indemnified Parties, including himself. His duties as Claimant Trustee and Indemnity Subtrustee are in hopeless conflict as a result of this arrangement.

53. As now apparent, that conflict has manifested to the detriment of the intended beneficiaries of the Claimant Trust, including Movant. Essentially, Mr. Seery is seeking to hold the assets of the Claimant Trust hostage by reserving an increasing and inexplicably gigantic indemnity reserve to benefit the Indemnified Parties, including himself.

54. But consider the nature of claims potentially triggering indemnification, such as the insider trading claims against Mr. Seery, Muck and Jessop.⁷² If the potentially indemnified parties prevail, there can be no judgment to indemnify. If the potentially indemnified parties lose, the nature of the claim is such that there would be no indemnity owed – so how could \$125 million in

⁷² See Hunter Mountain Investment Trust’s Emergency Motion for Leave to File Verified Adversary Proceeding, Dkt. 3816.

indemnification reserves be needed? That large indemnity reserve is antithetical to the interests of the intended beneficiaries of the Claimant Trust.

55. Moreover, Mr. Seery's conduct in contravention of his duty of loyalty to beneficiaries of the Claimant Trust contravenes the language and intent of the Plan itself. The Plan does not require holders of Class 10 and 11 claims (or parties related thereto) to grant releases of liability to the Claimant Trustee or the Indemnified Parties, but by refusing to pay out Classes 8 and 9 and refusing to issue the required GUC Certification in favor of funding up to \$125 million in indemnity reserves, that is functionally what Mr. Seery is seeking to leverage Classes 10 and 11 (and even other non-parties) to provide.⁷³

56. Forcing Classes 10 and 11 to bear the cost of Mr. Seery's indemnification reserve also goes beyond what the CTA allows. Paragraph 8.2 of that Agreement expressly allows parties to sue Mr. Seery and other indemnified parties for actions that constitute fraud, willful misconduct, or gross negligence, provided that they seek Bankruptcy Court approval to proceed on such claims. In other words, not even the CTA contemplates that Classes 10 and 11 would grant full, general releases to the Indemnified Parties, much less fund their defense for cognizable claims under the Agreement. By trying to insulate himself from *all* claims as a condition of performing his mandatory duties under the CTA, Mr. Seery is putting his personal self-interest ahead of the beneficiaries of the Trust.

57. There is ample case law holding that a trustee may not make a release (or its equivalent) a condition of performing his duties to a trust. Indeed, as the Delaware Chancery Court has explained, “[a]lthough the practice of demanding a release is widespread, a trustee who insists on a release as the price [of] doing what is in the best interests of the trust—and what the trustee's fiduciary duties therefore require—engages in self-interested conduct by extracting a personal benefit

⁷³ Highland Parties' Objection to Motion to Stay and Motion to Compel Mediation, Dkt. 3796, at fn. 4.

at the expense of the trust and its beneficiaries.” *J.P. Morgan Tr. Co. of Delaware, Tr. of Fisher 2006 Tr. v. Fisher*, No. CV 12894-VCL, 2021 WL 2407858, at *22 n.9 (Del. Ch. June 14, 2021), *judgment entered sub nom* (noting that “[t]he trustee’s insistence on a release may also fuel the beneficiaries’ concern about improper conduct, as it did in this case”).

58. Similarly, the Southern District of New York has held that a fiduciary’s refusal to distribute assets without getting a release can constitute a breach of fiduciary duty:

Defendants also argue that the demand for a release was not a breach of fiduciary duty because there is no merit to KeyBank’s underlying claims. I have held for the reasons stated above that some of KeyBank’s claims have been properly pleaded and survive a motion to dismiss. Even if that were not the case, however, the First Amended Complaint properly alleges that the refusal to deliver stock to which KeyBank was entitled – based on the defendants’ self-interested insistence that they be released from KeyBank’s claims – was an abuse of defendants’ control of the buyer that had nothing to do with the buyer’s legitimate business interests and that instead served only the self-interests of the defendants themselves.

Keybank Nat’l Ass’n v. Franklin Advisers, Inc., 616 B.R. 14, 44 (Bankr. S.D.N.Y. 2020).

59. In yet another similar case, the Southern District of New York held that a trustee breached its fiduciary duties by insisting on indemnification before carrying out its contractual obligations. In *FMS Bonds, Inc. v. Bank of New York Mellon*, the plaintiffs, holders of industrial revenue bonds, filed suit for breach of contract and breach of fiduciary duty against the indenture trustee responsible for servicing the bonds. No. 15 CIV. 9375 (ER), 2016 WL 4059155, at *1 (S.D.N.Y. July 28, 2016). The plaintiffs alleged the trustee failed to file a timely proof of claim in the bankruptcy proceedings on behalf of the entities obligated to make payments under the bonds. *Id.* at 7. The trustee offered to file a late proof of claim, but only if the plaintiffs agreed to “further indemnification protection” for the trustee. *Id.* The plaintiffs argued that “where the Trustee’s ‘gross negligence’ prevented bondholders from collecting on the Bonds, the Trustee’s inaction and insistence on further indemnification in order to rectify that gross negligence was a breach of the Trustee’s fiduciary duties.” *Id.* at 13. The trustee moved to dismiss plaintiffs’ breach of fiduciary duty

claim, and the court denied the motion, stating that the plaintiffs' allegations "that the Trustee . . . breached its fiduciary duties by insisting on indemnification before taking further action" properly pleaded a breach of fiduciary duty claim. *Id.* at 14.

60. The reasoning of these cases applies with equal force here. Mr. Seery is obligated under the CTA to administer the Claimant Trust expeditiously, with an aim toward maximizing value for the Trust's intended beneficiaries, and to distribute the Claimant Trust's assets to those beneficiaries within a reasonable time. Instead of doing so, Mr. Seery is increasing the indemnity reserve so he can indemnify himself and others against future, unidentified lawsuits, potentially in perpetuity. In other words, like the trustees in *Fisher*, *Keybank National Association*, and *FMS Bonds*, Mr. Seery is refusing to comply with his obligations under the relevant trust agreement to extract some benefit for himself. That is a breach of the duty of loyalty, and that is a sufficient basis for Movant to seek Mr. Seery's removal under Delaware law.

b) Mr. Seery's Continued Service Substantially Impairs the Administration of the Trust

61. Mr. Seery's dual roles as Claimant Trustee and Indemnity Subtrust Administrator create an irreconcilable conflict of interest that substantially impairs the administration of the trust. As Claimant Trustee, Mr. Seery has duties to the Claimant Trust Beneficiaries to timely pay the remaining Class 8 and 9 claims, and file the GUC Certification. However, Mr. Seery, as an Indemnified Party as well as Indemnity Subtrust Administrator, instead is using the assets of the Claimant Trust to fund a \$35-50 million cash reserve to the Indemnity Subtrust and create an additional \$90 million "indemnity reserve." In other words, Mr. Seery has chosen to pursue creation of an "indemnity wall" rather than perform his duties as Claimant Trustee. Under these circumstances, Mr. Seery's continued service as Claimant Trustee while he also serves as Indemnity Subtrust Administrator impairs the administration of the Claimant Trust, warranting his removal as Trustee.

c) Mr. Seery Is Hostile to Movant, the Largest Class 10 Equity Holder

62. “Removal of a trustee is appropriate where ‘there exists . . . hostility between the trustee[] and the beneficiaries that threatens the efficient administration of the trust.’” *Matter of Jeremy Paradise Dynasty Tr.*, No. CV 2021-0354-KSJM, 2021 WL 3625375, at *1 (Del. Ch. Aug. 17, 2021). Where, as here, hostility rises to the point of preventing trust funds from being distributed, removal is appropriate. *See, e.g., Tagliatela v. Galvin*, No. CIV.A. 5841-MA, 2013 WL 2122044, at *3 (Del. Ch. May 14, 2013) (“The ongoing hostility and lack of communication and trust between the Trustee and three of her siblings have prevented the trust funds from being distributed to the six beneficiaries in a reasonable time after the settlor’s death. . . . I conclude that it is in the best interest of the beneficiaries here to remove [the Trustee.]”).

63. There can be no doubt that Mr. Seery is hostile to Movant and the holders of Class 10 and 11 claims (the holders of Contingent Trust Interests under the CTA). Among other things:

- Mr. Seery has provided testimony on repeated occasions accusing Class 10 and 11 claims holders of “bad faith” and other misconduct;
- Mr. Seery has helped facilitate lawsuits against Class 10 and 11 claims holders, including the *Kirschner* Action;
- Mr. Seery has helped facilitate the filing of motions against Class 10 and 11 claims holders, including a Motion to Deem the Dondero Parties Vexatious Litigants, currently pending in the United States District Court for the Northern District of Texas;
- Mr. Seery not only has failed to communicate with the Class 10 and 11 claim holders about the estate’s finances, but opposes their efforts to obtain such information;⁷⁴ and
- Mr. Seery has resisted and opposed relief sought by Class 10 and 11 claims holders, even where that relief was reasonable and designed to benefit the estate as a whole.⁷⁵

⁷⁴ Memorandum of Law in Support of Highland Capital Management, L.P. and the Highland Claimant Trust’s Motion to Dismiss Complaint Case No. 23-03038 (N.D. Tex.) at Dkt. 14 [App. 079-109]. The claim holders have requested this information since at least June 2022 (Dkt. 3382), which was approximately \$80 million in estate expenses ago. *See* ¶ 25 *supra*.

⁷⁵ *See* Highland Capital Management, L.P.’s Memorandum of Law in Support of its Motion to Deem the Dondero Entities Vexatious Litigants and for Related Relief, Case No. 21-00881 (N.D. Tex.), Dkt. 137 [App. 031-038] (wherein the Reorganized Debtor (under the control of the Claimant Trust), defines “Dondero Entities” as including HMIT (Movant herein) at fn. 1; states “The Dondero Entities—all of which are dominated and controlled by or acting in concert with

64. The hostility described herein between Mr. Seery and the beneficiaries of the Claimant Trust is more than sufficient to warrant Mr. Seery's removal. In *Tagliatela*, the court removed the trustee because "ongoing hostility and lack of communication" between the trustee and beneficiaries "prevented the trust funds from being distributed" to the beneficiaries in a reasonable time. 2013 WL 2122044, at *3. Similarly, here, the hostility between Mr. Seery and the beneficiaries is so extreme that Mr. Seery refuses to administer the trust funds without first establishing an indemnity fund with potentially more than one hundred million dollars. That is impermissible under Delaware law.

65. For all the foregoing reasons, Movant's Delaware complaint sets forth a *prima facie* claim for removal of Mr. Seery as Trustee of the Claimant Trust, consistent with the applicable legal standard and also even consistent with this Court's new Gatekeeper Colorability Test.

B. Movant Seeks to File its Delaware Complaint for a Proper Purpose

66. Even though Movant does not agree with the Court's Gatekeeper Colorability Test, Movant can readily satisfy the next element of that test because it has a legitimate and proper reason to seek Mr. Seery's removal under Delaware law. As the allegations above make clear, Movant has no other legal avenue available to protect its sizeable interest in the assets of the Claimant Trust.

67. The latest information from the Highland Parties is that the Indemnity Subtrust now holds reportedly \$50 million in cash, and that an additional \$90 million of the Claimant Trust assets have been held in an indemnity reserve. That means that at least \$140 million is currently being held for indemnity—on the sole authority of Mr. Seery in order to protect himself. Contrary to the

Dondero, HCMLP's co-founder and ousted Chief Executive Officer—are engaged in a coordinated litigation strategy spanning nearly three years to wear down HCMLP and its management and undermine HCMLP's confirmed Plan." *Id.*, at ¶ 1.; "Thereafter, directly and through the Dondero Entities, he began interfering with the management of the estate, threatening HCMLP employees, challenging nearly every action taken to further HCMLP's reorganization, commencing new (and frivolous) litigation against HCMLP and its management both insider and outside of Bankruptcy Court..." *Id.* at ¶ 4; "Separately, in March 2023, HMIT sought leave to sue HCMLP for allegedly breaching its fiduciary duty and other obligations to HMIT—a prepetition equity holder.... However, HMIT's putative complaint is emblematic of the Dondero Entities' unceasing litigation--..." *Id.* at ¶ 30); Dec. 14, 2020 Depo. Tr. at 37:22-25 [App. 003]; Aug. 4, 2021 Hr'g Tr. At 66:15-18 [App. 007]; June 2, 2023 Depo. Tr. At 113:17-20 [App. 028].

representations in the Subtrust Motion, the amount now held for indemnity is 560% of the original \$25 million represented. By comparison, for the pre-effective date period, the entire bankruptcy case only cost approximately \$40 million in administrative fees through August 10, 2021.⁷⁶

68. The Plan and Trusts have now turned into nothing more than vehicles for Mr. Seery to leverage to seek to force Class 10 and 11 Equity Holders, and even related party non-equity holders, to deliver releases and other consideration to Mr. Seery and the Indemnified Parties. By his conduct, Mr. Seery seeks the complete exculpation the Fifth Circuit denied him.⁷⁷ Under the guise of “indemnity,” he holds assets that belong to beneficiaries, vested and contingent, entirely hostage at his sole and unfettered discretion. Meanwhile, Seery continues to collect his monthly compensation of \$150,000 per month, plus authorize over \$5 million in undisclosed monthly expenses. The present circumstances demonstrate that, if not stopped, Seery will continue to use his position in this manner until the Trusts are exhausted and the Plan is entirely frustrated. The creation of the Trusts and limitless authority of Mr. Seery have resulted in a conflict of interest which cannot be resolved without a court’s appropriate, and entirely necessary, equitable resolution.

69. In short, the claims to remove Mr. Seery as Claimant Trustee are not without foundation, not without merit, and not being pursued for an improper purpose. Based on the Delaware law described herein, Movant meets the applicable legal standard, and also even this Court’s Gatekeeper Colorability Test, and the Court should allow Movant to proceed with its complaint in Delaware.

IV. CONCLUSION

For all of the forgoing reasons, this Motion should be granted.

⁷⁶ September 30, 2023, Post-confirmation Reports, Dkt. Nos. 3955 and 3956, p.2.

⁷⁷ *In re Highland Capital Management, L.P.*, 48 F.4th 419, 435 (5th Cir. 2022).

WHEREFORE, Movant requests the entry of an order i) granting this Motion for Leave; ii) determining that the Gatekeeping Provision is satisfied as applied to the Delaware Proceeding; and iii) authorizing Movant to file the Delaware Complaint.

Respectfully submitted,

STINSON LLP

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for The Hunter Mountain Investment Trust

CERTIFICATE OF CONFERENCE

The undersigned hereby certifies that on December 21, 2023, counsel for Hunter Mountain Investment Trust conferred with opposing counsel regarding this motion and opposing counsel indicated that the Debtor is opposed.

/s/Deborah Deitsch-Perez
Deborah Deitsch-Perez

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 1, 2024, a true and correct copy of this document was served electronically via the Court's CM/ECF system to the parties registered or otherwise entitled to receive electronic notices in this case.

/s/Deborah Deitsch-Perez
Deborah Deitsch-Perez

EXHIBIT 1

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

HUNTER MOUNTAIN INVESTMENT TRUST)
)
 Plaintiff,)
) C.A.No. _____
 v.)
)
 JAMES P. SEERY, JR.)
)
 Defendant.)

COMPLAINT TO REMOVE THE TRUSTEE

Plaintiff, Hunter Mountain Investment Trust (“HMIT”), by and through its undersigned counsel, hereby brings the following Complaint seeking the removal of Defendant James P. Seery, Jr. as Trustee of the Highland Claimant Trust (the “Claimant Trust”) pursuant to 12 *Del. C.* § 3327(1), (3)(b), and/or (3)(c). In support, HMIT respectfully states as follows:

I. PARTIES

1. Plaintiff HMIT is a Delaware statutory trust that was formerly the largest equity holder in Highland Capital Management, L.P. (the “Debtor”), holding a 99.5% limited partnership interest. HMIT is now the largest holder of a Contingent Trust Interest in the Claimant Trust pursuant to the terms of the Claimant Trust Agreement (“CTA”).¹

¹ See **Exhibit 1**.

2. Defendant James P. Seery, Jr. (“Mr. Seery or Seery”) is an individual citizen and resident of the State of New York. Mr. Seery may be served with process at 100 Crescent Court, Suite 1805, Dallas, Texas 75201. Mr. Seery acts as the Claimant Trustee under the CTA and as Trust Administrator of the Indemnity Subtrust as described herein. Mr. Seery may be served with process pursuant to 10 *Del. C.* § 3114 because he serves as the trustee of a Delaware statutory trust.

II. JURISDICTION

3. This Court has jurisdiction over this matter pursuant to 10 *Del. C.* § 341 and 12 *Del. C.* § 3327.

III. STANDING

4. HMIT seeks to have this Court remove Mr. Seery as Claimant Trustee of the Claimant Trust pursuant to 12 *Del. C.* § 3327. HMIT has standing as Plaintiff in this proceeding because it is a beneficiary within the meaning of Delaware trust law and, at a minimum, a contingent beneficiary under the terms of the Claimant Trust.

IV. FACTS

A. The Claimant Trust Agreement

5. In a chapter 11 bankruptcy proceeding in the Bankruptcy Court for the Northern District of Texas, the Debtor filed and the Bankruptcy Court confirmed the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as modified)* (*In re Highland Capital Management LP*, Case No. 19-34054-sgj11 in the

United States Bankruptcy Court for the Northern District of Texas, Doc. 1943 at Ex. A) (the “**Plan**”).

6. Pursuant to the Plan, assets of the bankruptcy estate of the Debtor were transferred to the Claimant Trust.

7. The CTA identifies different “classes” of trust interests. In particular, Class 8 interests were distributed to Holders of Allowed Class 8 General Unsecured Claims; Class 9 interests were distributed to Holders of Allowed Class 9 Subordinated Claims; Class 10 interests were distributed to Holders of Allowed Class 10 Class B/C Limited Partnership Interests; and Class 11 interests were distributed to Holders of Allowed Class 11 Class A Limited Partnership Interests.

8. The CTA directs Seery, as Claimant Trustee, “to litigate and settle Claims in Class 8 and Class 9.” (CTA at ¶ 2.3(b)(ii).)

9. After Class 8 and Class 9 interest holders are paid in full, the CTA directs Seery, as Claimant Trustee, to file with the Bankruptcy Court a “GUC Payment Certification.” (CTA at ¶ 5.1(c).)

10. As described in the CTA, Class 10 and Class 11 interests are “Contingent Trust Interests,” meaning they will not “vest” under the terms of the CTA until Class 8 and Class 9 interest holders are paid in full and the Claimant Trustee files the GUC Payment Certification. (CTA at ¶¶ 1.1(m) and 5.1(c).)

11. Among other things, the CTA requires Mr. Seery to pay the remaining Class 8 and 9 claims in full and file the GUC Certification, thereby “vesting” the Class 10 and 11 Equity Interests under the terms of the CTA. (CTA at ¶¶ 1.1(h), 1.1(aa), and 5.1.) In addition, he has the duty to do so timely and “not unduly prolong the duration of the Claimant Trust.” (CTA at ¶¶ 2.2(b), 3.2(a), and 3.3(a).)

12. The Claimant Trust expressly does not indemnify parties for acts which are determined by order a court of competent jurisdiction to constitute willful fraud, willful misconduct, or gross negligence. (CTA at ¶ 8.2.)

B. The Indemnity Subtrust

13. Months after confirmation of the chapter 11 Plan and creation of the Claimant Trust, the Bankruptcy Court authorized the creation of the Indemnity Subtrust. The Indemnity Subtrust was created to provide a source of conditional indemnity, in lieu of liability insurance coverage, to parties identified as “Indemnified Parties” in Section 8.2 of the CTA, including Mr. Seery and the Claimant Trust Oversight Board to the extent they otherwise qualify under the terms of the CTA. According to the terms of the motion filed with the bankruptcy court seeking to create the Indemnity Subtrust, Mr. Seery placed himself in the position of Trust Administrator of the Indemnity Subtrust (to whom the trustee of the Indemnity Subtrust answers). Accordingly, Mr. Seery has exercised sole control of both the

Claimant Trust and Indemnity Subtrust with respect to all matters concerning indemnity.

14. Mr. Seery has an irresolvable conflict of interest whereby he has exclusive control over the Indemnity Subtrust—to the detriment of the Class 8 and 9 Claimants, and the Class 10 and 11 Equity Interests. In such position, Mr. Seery enjoys power in his sole and absolute discretion to direct administration of all aspects of the Indemnity Subtrust for his own benefit, and all matters relating to indemnity with respect to the Claimant Trust.

15. The sole conditional beneficiaries of the Indemnity Subtrust are the Indemnified Parties as defined in Section 8.2 of the Claimant Trust Agreement, including Seery himself and the Claimant Trust Oversight Board.

C. The Claimant Trust Has Sufficient Assets to Pay Class 8 and 9 Interest Holders

16. Based on a consolidated balance sheet filed on July 6, 2023, the Claimant Trust has about \$250 million in assets (of which \$180 million is cash) and only about \$126 million in Class 8 and 9 claims.

Highland Claimant Trust
Summarized Consolidated Balance Sheet ⁽¹⁾
As of May 31, 2023
The accompanying notes are integral to understanding this balance sheet
(Estimated and unaudited, \$ in millions)

	Balance per books	adjustments (see notes)	Adjusted balance
Assets			
Cash and equivalents	\$ 13	\$ -	\$ 13
Disputed claims reserve ⁽²⁾	12	-	12
Other restricted cash	12	-	12
Investments ⁽³⁾	118	(12) ⁽⁴⁾	106
Notes receivable, net ⁽⁴⁾	86	(83) ⁽⁴⁾	3
Other assets	6	-	6
Total assets	\$ 247	\$ (95)	\$ 152
Liabilities			
Secured and other debt	\$ -	\$ -	\$ -
Distribution payable ⁽⁷⁾	12	-	12
Additional Indemnification reserves	-	90 ⁽⁸⁾	90
Other liabilities	15	13 ⁽⁸⁾	28
Total liabilities ⁽⁶⁾	\$ 27	\$ 103	\$ 130
Book/adjusted book equity (see accompanying notes) ⁽⁹⁾	220	(198)	22
Total liabilities and book/adjusted book equity	\$ 247	\$ (95)	\$ 152
Supplemental Info: ⁽⁷⁾			
Sum of remaining allowed Class 8 Trust Beneficiaries, excluding interest	\$ 27		
Sum of remaining allowed Class 9 Trust Beneficiaries, excluding interest	99		
Sum of face amount of pending Class 8/9 potential Trust Beneficiaries, excluding interest	13		
Sub-total	\$ 139		

17. Notably, the Claimant Trust’s balance sheet assets do not include a fully cash-funded at least \$35 million indemnity account (reportedly now \$50 million) that presumably may be used to pay creditors to the extent it is not consumed by the estate’s professionals. (See *Notice of Filing of Current Balance Sheet of the Highland Claimant Trust*, Dkt. 3872 at Ex. A, Note 1.)² To reduce the Claimant Trust’s book value, the Debtor purports to add “non-book” adjustments to the balance sheet. One such adjustment gives zero asset value to the notes payable by alleged affiliates of Jim Dondero. (See *id.* at Ex. A.) However, \$70 million of those notes are fully bonded by cash deposited in the registry of the district court. See Case No. 3:31-cv-00881-X (N.D. Tex.), *Order Granting Joint Agreed Emergency Motion*

² See [Exhibit 2](#).

for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals [Dkt. 149] and *Notices of Bonding* [Dkts. 151, 152, and 160-162].³

18. Additionally, Mr. Seery declared a supplemental “indemnity account” now holding approximately \$90 million, on top of the \$35 (or \$50) million cash indemnity reserve, for the benefit of the Indemnified Parties (including Mr. Seery).

19. Were it not for the inappropriate \$125 million (or more) indemnity reserve, Debtor’s creditors could and should have been paid, the estate closed and the residual returned to former equity months ago.

20. As a practical matter, the Claimant Trust could pay the Class 8 and 9 claims in full with interest, Mr. Seery could file the GUC Certification, and the Equity interests, including Plaintiff’s, would fully “vest” under the terms of the CTA. All of these steps could be, and indeed, should have been, completed without any interference with the Indemnity Sub-Trust or Indemnity Trust.

D. Mr. Seery Refuses to Pay Class 8 and 9 Interest Holders, and thereby Seeks to Prevent HMIT’s Class 10 Interests from Vesting, to Advance His Own Self-Interest.

21. As a result of Mr. Seery’s roles as both Claimant Trustee and Trust Administrator of the Indemnity Subtrust, Mr. Seery is determined to hold the assets of the Claimant Trust “hostage” by creating an indemnity reserve and/or funding the

³ See Exhibit 3.

Indemnity Subtrust to solely benefit the Indemnified Parties, including himself personally.

22. Mr. Seery's use of the Claimant Trust Asset's to build an indemnity "wall" for his own benefit rather than paying off the Class 8 and 9 claims, reflects an attempt to avoid "vesting" of equity Classes 10 and 11 under the CTA, of which HMIT is the largest interest holder. Such conduct is adverse to the interests of the Beneficiaries and the Contingent Beneficiaries of the Claimant Trust, including HMIT.

23. Mr. Seery's serving as both the Claimant Trustee and as the Trust Administrator of the Indemnity Subtrust therefore creates an irresolvable conflict of interest.

24. Seery has duties to the Claimant Trust Beneficiaries which include, without limitation: a) paying the remaining Class 8 and 9 claims in full, b) filing the GUC Certification, and c) vesting the Class 10 and 11 Equity Interests under the terms of the CTA. (CTA at ¶¶ 1.1(h), 1.1(aa), and 5.1.) In addition, Mr. Seery has the duty to do so timely and "not unduly prolong the duration of the Claimant Trust." (CTA at ¶¶ 2.2(b), 3.2(a), and 3.3(a).)

25. But, because Mr. Seery is a conditionally Indemnified Party, he self-servingly chooses essentially to use assets of the Claimant Trust to both fund a cash reserve to the Indemnity Subtrust, reportedly now totaling \$50 million, and on top

of that, create an additional “indemnity reserve” of some \$90 million in cash in the Claimant Trust. Meanwhile, Mr. Seery continues to collect substantial income in his capacity as Claimant Trustee rather than winding up the estate.

26. Simply put, Seery has chosen to dedicate assets of the Claimant Trust to erect an “indemnity wall” in front of himself instead of performing his remaining duties as the Claimant Trustee.

27. *De facto*, but for Mr. Seery’s deliberate failure to pay the remaining Class 8 and 9 claims in full with interest from the liquid assets in the Trust, the Class 10 and 11 Equity Holders are Claimant Trust Beneficiaries.

28. Notwithstanding that creditor constituencies voted to support, and the Bankruptcy Court approved, the Plan, understanding that there would be a partially independent, five-member Oversight Board supervising the monetization and distribution of estate assets, that contemplated governance structure has long since been ignored and has failed to safeguard the Claimant Trust. The representations in the Plan, the findings by the Bankruptcy Court, and the belief of the Fifth Circuit that Mr. Seery’s conduct as Claimant Trustee would be affirmatively overseen to assure that the Plan would be fully performed, are – at least as to the appropriate use of funds and indemnification -- all false.

E. Mr. Seery’s Refusal to Administer the CTA Has Created Hostility between Mr. Seery and the Beneficiaries

29. The Claimant Trust, of which Mr. Seery is Trustee, owns the limited partnership interests in the Reorganized Debtor.⁴

30. In the United States District Court for the Northern District of Texas, Highland Capital Management, L.P. (“HCMLP”), the Reorganized Debtor, filed a *Motion to Deem the Dondero Entities Vexatious Litigants and for Related Relief*, (Dist. Ct. Case No. 3:21-cv-00881-X, Dkt. No. 136) and filed a Memorandum of Law (*Id.* at Dkt. No. 137) in support thereof.

31. In the Memorandum of Law, the Reorganized Debtor (under the control of the Claimant Trust), defines “Dondero Entities” as including HMIT (Movant herein) in footnote 1, page 1. The Memorandum of Law declares that, “The Dondero Entities—all of which are dominated and controlled by or acting in concert with Dondero, HCMLP’s co-founder and ousted Chief Executive Officer—are engaged in a coordinated litigation strategy spanning nearly three years to wear down HCMLP and its management and undermine HCMLP’s confirmed Plan.” (*Id.*, p. 1.) The Memorandum further states, “Thereafter, directly and through the Dondero Entities, he began interfering with the management of the estate, threatening HCMLP employees, challenging nearly every action taken to further HCMLP’s

⁴ *Memorandum Opinion* [Dkt. No. 3903], at page 11.

reorganization, commencing new (and frivolous) litigation against HCMLP and its management both insider and outside of Bankruptcy Court...” (*Id.* at p. 2.)

32. In particular, with respect to HMIT, the reorganized Debtor’s, Memorandum states, “[s]eparately, in March 2023, HMIT sought leave to sue HCMLP for allegedly breaching its fiduciary duty and other obligations to HMIT—a prepetition equity holder.... However, HMIT’s putative complaint is emblematic of the Dondero Entities’ unceasing litigation--...” (*Id.* at ¶ 30, p. 26.) Ironically, the Memorandum was wrong: HMIT’s referenced motion sought leave to bring derivative claims *on behalf of HCMLP*.

33. Mr. Seery’s hostility to Dondero is also well documented in hearing testimony, depositions, and declarations Mr. Seery has provided since October of 2020.⁵

⁵ See Highland Capital Management, L.P.’s Memorandum of Law in Support of its Motion to Deem the Dondero Entities Vexatious Litigants and for Related Relief, Case No. 21-00881 (N.D. Tex.), Dkt. 137 (wherein the Reorganized Debtor (under the control of the Claimant Trust), defines “Dondero Entities” as including HMIT (Movant herein) at fn. 1; states “The Dondero Entities—all of which are dominated and controlled by or acting in concert with Dondero, HCMLP’s co-founder and ousted Chief Executive Officer—are engaged in a coordinated litigation strategy spanning nearly three years to wear down HCMLP and its management and undermine HCMLP’s confirmed Plan.” *Id.*, at ¶ 1.; “Thereafter, directly and through the Dondero Entities, he began interfering with the management of the estate, threatening HCMLP employees, challenging nearly every action taken to further HCMLP’s reorganization, commencing new (and frivolous) litigation against HCMLP and its management both insider and outside of Bankruptcy Court...” *Id.* at ¶ 4; “Separately, in March 2023, HMIT sought leave to sue HCMLP for allegedly breaching its fiduciary duty and other obligations to HMIT—a prepetition equity holder.... However, HMIT’s putative complaint is emblematic of the Dondero Entities’ unceasing litigation--...” *Id.* at ¶ 30); Dec. 14, 2020 Depo. Tr. at 37:22-25 (“He has an interest in sticking his fingers in virtually everything but not providing any value. That’s pretty consistent.”); Aug. 4, 2021 Hr’g Tr. at 66:15-18 (“We wanted to make sure we had a clean, fast transaction. And based upon our dealings with the Dondero entities, we didn’t think we could possibly have that.”); June 2, 2023 Depo. Tr. at 113:17-20 (“... I don’t think this was a complicated case at all. I think this could have been easily resolved. And with normal commercial actors, it would have been.”).

34. Based on the above, there can be no question that Mr. Seery (a) is overtly hostile to Dondero, (b) contends that Dondero controls HMIT, and (c) is hostile to HMIT directly. Such hostility is well beyond mere discord.

V. CAUSES OF ACTION

35. Pursuant to 12 *Del. C.* § 3327, an “officeholder,” including a trustee “may be removed in accordance with the terms of the governing instrument.” 12 *Del. C.* § 3327. Additionally, “the Court of Chancery may remove an officeholder on the Court’s own initiative or on petition of a trustor, another officeholder, or beneficiary” in any of five circumstances:

- 1) ***The officeholder has committed a breach of trust; or***
- 2) ***The continued service of the officeholder substantially impairs the administration of the trust; or***
- 3) The court, having due regard for the expressed intention of the trustor and the best interests of the beneficiaries, determines that notwithstanding the absence of a breach of trust, there exists:
 - a) A substantial change in circumstances;
 - b) ***Unfitness, unwillingness or inability of the officeholder to administer the trust or perform its duties properly; or***
 - c) ***Hostility between the officeholder and beneficiaries or other officeholders that threatens the efficient administration of the trust.***

12 *Del. C.* § 3327 (emphasis added).

Count I
(Removal of Seery for Breach of the Duty of Trust)

36. Plaintiff re-alleges and incorporates the allegations contained in the preceding paragraphs.

37. As Claimant Trustee, Mr. Seery owes duties to the Claimant Trust Beneficiaries to pay the remaining Class 8 and 9 claims in full and file the GUC Certification, thereby vesting the Class 10 and 11 Equity Interests under the terms of the CTA. (CTA at ¶¶ 1.1(h), 1.1(aa), and 5.1.) In addition, he has the duty to do so timely and “not unduly prolong the duration of the Claimant Trust.” (CTA at ¶¶ 2.2(b), 3.2(a), and 3.3(a).)

38. Mr. Seery also has a duty of loyalty and may not act in his own self-interest to the detriment of the Claimant Trust.

39. Mr. Seery has engaged in self-dealing and otherwise breached his duty of loyalty by refusing to pay the Class 8 and 9 Claims in full with interest and refusing to file the GUC Payment Certification in an effort to prevent Class 10 and 11 equity interests from “vesting” under the terms of the CTA, in order to create a “wall” of indemnity for his own benefit while continuing to collect professional fees.

40. Mr. Seery’s conduct constitutes a breach of the duty of loyalty and a breach of trust warranting Mr. Seery’s removal.

Count II
(Removal of Mr. Seery for Impairment of the Administration of the Trust)

41. Plaintiff re-alleges and incorporates the allegations contained in the preceding paragraphs.

42. The administration of the CTA requires payment to the remaining Class 8 and 9 creditors and the filing of the GUC Certification.

43. The Claimant Trust has more than sufficient funds to pay the remaining Class 8 and 9 creditors with interest. Nevertheless, Mr. Seery refuses to do so.

44. By refusing to pay the Class 8 and 9 creditors, thereby preventing the Class 10 and 11 equity interests from “vesting” under the terms of the CTA, despite the Claimant Trust having ample money to do so, Mr. Seery is substantially impairing the administration of the Trust, warranting his removal.

Count III
(Removal of Mr. Seery for Unwillingness to Administer the Trust)

45. Plaintiff re-alleges and incorporates the allegations contained in the preceding paragraphs.

46. The administration of the CTA requires payment to the remaining Class 8 and 9 creditors and the filing of the GUC Certification.

47. The Claimant Trust has more than sufficient funds to pay the remaining Class 8 and 9 creditors with interest. Nevertheless, Mr. Seery refuses to do so.

48. By refusing to pay the Class 8 and 9 creditors, thereby preventing the Class 10 and 11 equity interests from “vesting” under the terms of the CTA, despite the Claimant Trust having ample money to do so, Mr. Seery is necessarily unwilling to administer the trust, warranting his removal.

Count IV
(Removal of Mr. Seery because his Continued Services Substantially Impairs the Administration of the Trust)

49. Plaintiff re-alleges and incorporates the allegations contained in the preceding paragraphs.

50. Mr. Seery’s dual roles as Claimant Trustee and Indemnity Subtrust Administrator creates an irreconcilable conflict of interest.

51. As Claimant Trustee, Mr. Seery has duties to the Claimant Trust Beneficiaries to timely pay the remaining Class 8 and 9 claims, file the GUC Certification, and “vest” the Class 10 and 11 Equity Interests under the terms of the CTA.

52. However, Mr. Seery, as an Indemnified Party and as Indemnity Subtrust Administrator, is instead using assets of the Claimant Trust to fund a \$50 million cash reserve to the Indemnity Subtrust and create an additional \$90 million “indemnity reserve.”

53. Mr. Seery's choice to pursue creation of an "indemnity wall" as Indemnity Subtrust Administrator rather than perform his duties as Claimant Trustee substantially impairs the administration of the trust, warranting his removal.

Count V

(Removal of Mr. Seery due to Hostility that Threatens Administration of the Trust)

54. Plaintiff re-alleges and incorporates the allegations contained in the preceding paragraphs.

55. The hostility between Mr. Seery and the beneficiaries does not merely "threaten" the efficient administration of the Claimant Trust, it has in fact led to Mr. Seery refusing to administer the Claimant Trust at all, warranting Mr. Seery's removal.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff HMIT respectfully requests that this Court:

(i) remove James P. Seery, Jr. as Claimant Trustee for the Highland Claimant Trust;

(ii) appoint a neutral and professional successor trustee that is not indemnified by the assets of the Claimant Trust;

(iii) award Plaintiff all costs and attorneys' fees against Defendant pursuant to 12 *Del. C.* § 3584; and

(iv) grant Plaintiff any and all other relief, at law or in equity, to which it is entitled.

Dated: January __, 2024	BAYARD, P.A. _____ Stephen B. Braerman (#4952) 600 N. King St., Suite 400 Wilmington, Delaware 19801 (302) 655-5000 Attorneys for Plaintiff Hunter Mountain Investment Trust
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DRAFT

EXHIBIT 1

CLAIMANT TRUST AGREEMENT

This Claimant Trust Agreement, effective as of August 11, 2021 (as may be amended, supplemented, or otherwise modified in accordance with the terms hereof, this “Agreement”), by and among Highland Capital Management, L.P. (as debtor and debtor-in-possession, the “Debtor”), as settlor, and James P. Seery, Jr., as trustee (the “Claimant Trustee”), and Wilmington Trust, National Association, a national banking association (“WTNA”), as Delaware trustee (in such capacity hereunder, and not in its individual capacity, the “Delaware Trustee,” and together with the Debtor and the Claimant Trustee, the “Parties”) for the benefit of the Claimant Trust Beneficiaries entitled to the Claimant Trust Assets.

RECITALS

WHEREAS, on October 16, 2019, Highland Capital Management, L.P. filed with the United States Bankruptcy Court for the District of Delaware, a voluntary petition for relief under chapter 11 of the Bankruptcy Code, which case was subsequently transferred to the Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”) and captioned *In re Highland Capital Management, L.P.*, Case No. 19-34054-sgj11 (the “Chapter 11 Case”);

WHEREAS, on November 24, 2020, the Debtor filed the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1472] (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”),¹ which was confirmed by the Bankruptcy Court on February 22, 2021, pursuant to the *Findings of Fact and Order Confirming Plan of Reorganization for the Debtor* [Docket No. 1943] (the “Confirmation Order”);

WHEREAS, this Agreement, including all exhibits hereto, is the “Claimant Trust Agreement” described in the Plan and shall be executed on or before the Effective Date in order to facilitate implementation of the Plan; and

WHEREAS, pursuant to the Plan and Confirmation Order, the Claimant Trust Assets are to be transferred to the Claimant Trust (each as defined herein) created and evidenced by this Agreement so that (i) the Claimant Trust Assets can be held in a trust for the benefit of the Claimant Trust Beneficiaries entitled thereto in accordance with Treasury Regulation Section 301.7701-4(d) for the objectives and purposes set forth herein and in the Plan; (ii) the Claimant Trust Assets can be monetized; (iii) the Claimant Trust will transfer Estate Claims to the Litigation Sub-Trust to be prosecuted, settled, abandoned, or resolved as may be determined by the Litigation Trustee in accordance with the terms of the Litigation Sub-Trust Agreement, for the benefit of the Claimant Trust; (iv) proceeds of the Claimant Trust Assets, including Estate Claims, may be distributed to the Claimant Trust Beneficiaries² in accordance with the Plan; (v) the Claimant Trustee can resolve

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan. The confirmed Plan included certain amendments filed on February 1, 2021. *See Debtor’s Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)*, Docket No. 1875, Exh. B.

² For the avoidance of doubt, and as set forth in the Plan, Holders of Class A Limited Partnership Interests and Class B/C Limited Partnership Interests will be Claimant Trust Beneficiaries only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent applicable, post-petition interest in accordance with the terms and conditions set forth herein and in the Plan.

Disputed Claims as set forth herein and in the Plan; and (vi) administrative services relating to the activities of the Claimant Trust and relating to the implementation of the Plan can be performed by the Claimant Trustee.

DECLARATION OF TRUST

NOW, THEREFORE, in order to declare the terms and conditions hereof, and in consideration of the premises and mutual agreements herein contained, the confirmation of the Plan and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor, the Claimant Trustee, and the Delaware Trustee have executed this Agreement for the benefit of the Claimant Trust Beneficiaries entitled to share in the Claimant Trust Assets and, at the direction of such Claimant Trust Beneficiaries as provided for in the Plan.

TO HAVE AND TO HOLD unto the Claimant Trustee and his successors or assigns in trust, under and subject to the terms and conditions set forth herein and for the benefit of the Claimant Trust Beneficiaries, and for the performance of and compliance with the terms hereof and of the Plan; provided, however, that upon termination of the Claimant Trust in accordance with Article IX hereof, this Claimant Trust Agreement shall cease, terminate, and be of no further force and effect, unless otherwise specifically provided for herein.

IT IS FURTHER COVENANTED AND DECLARED that the Claimant Trust Assets are to be strictly held and applied by the Claimant Trustee subject to the specific terms set forth below.

ARTICLE I. **DEFINITION AND TERMS**

1.1 Certain Definitions. Unless the context shall otherwise require and except as contained in this Section 1.1 or as otherwise defined herein, the capitalized terms used herein shall have the respective meanings assigned thereto in the “Definitions,” Section 1.1 of the Plan or if not defined therein, shall have the meanings assigned thereto in the applicable Section of the Plan. For all purposes of this Agreement, the following terms shall have the following meanings:

(a) “Acis” means collectively, Acis Capital Management, L.P. and Acis Capital Management GP, LLP.

(b) “Bankruptcy Court” has the meaning set forth in the Recitals hereof.

(c) “Cause” means (i) a Person’s willful failure to perform his material duties hereunder (which material duties shall include, without limitation, with respect to a Member, or to the extent applicable, the Claimant Trustee, regular attendance at regularly scheduled meetings of the Oversight Board), which is not remedied within 30 days of notice; (ii) a Person’s commission of an act of fraud, theft, or embezzlement during the performance of his or her duties hereunder; (iii) a Person’s conviction of a felony (other than a felony that does not involve fraud, theft, embezzlement, or jail time) with all appeals having been exhausted or appeal periods lapsed; or (iv) a Person’s gross negligence, bad faith, willful misconduct, or knowing violation of law in the performance of his or her duties hereunder.

(d) “Claimant Trust Agreement” means this Agreement.

(e) “Claimant Trustee” means James P. Seery, Jr., as the initial “Claimant Trustee” hereunder and as defined in the Plan, and any successor Claimant Trustee that may be appointed pursuant to the terms of this Agreement.

(f) “Claimant Trust” means the “Highland Claimant Trust” established in accordance with the Delaware Statutory Trust Act and Treasury Regulation Section 301.7701-4(d) pursuant to this Agreement.

(g) “Claimant Trust Assets” means (i) other than the Reorganized Debtor Assets (which are expressly excluded from this definition), all other Assets of the Estate, including, but not limited to, all Causes of Action, Available Cash, any proceeds realized or received from such Assets, all rights of setoff, recoupment, and other defenses with respect, relating to, or arising from such Assets, (ii) any Assets transferred by the Reorganized Debtor to the Claimant Trust on or after the Effective Date, (iii) the limited partnership interests in the Reorganized Debtor, and (iv) the ownership interests in New GP LLC. For the avoidance of doubt, any Causes of Action that, for any reason, are not capable of being transferred to the Claimant Trust shall constitute Reorganized Debtor Assets.

(h) “Claimant Trust Beneficiaries” means the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, and, only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent applicable, post-petition interest at the federal judgment rate in accordance with the terms and conditions set forth herein, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.

(i) “Claimant Trust Expense Cash Reserve” means \$[•] million in Cash to be funded pursuant to the Plan into a bank account of the Claimant Trust on or before the Effective Date for the purpose of paying Claimant Trust Expenses in accordance herewith.

(j) “Claimant Trust Expenses” means the costs, expenses, liabilities and obligations incurred by the Claimant Trust and/or the Claimant Trustee in administering and conducting the affairs of the Claimant Trust, and otherwise carrying out the terms of the Claimant Trust and the Plan on behalf of the Claimant Trust, including without any limitation, any taxes owed by the Claimant Trust, and the fees and expenses of the Claimant Trustee and professional persons retained by the Claimant Trust or Claimant Trustee in accordance with this Agreement.

(k) “Committee Member” means a Member who is/was also a member of the Creditors’ Committee.

(l) “Conflicted Member” has the meaning set forth in Section 4.6(c) hereof.

(m) “Contingent Trust Interests” means the contingent interests in the Claimant Trust to be distributed to Holders of Class A Limited Partnership Interests and Class B/C Limited Partnership Interests in accordance with the Plan.

(n) “Creditors’ Committee” means the Official Committee of Unsecured Creditors appointed pursuant to section 1102 of the Bankruptcy Code in the Chapter 11 Case, comprised of Acis, Meta-e Discovery, the Redeemer Committee and UBS.

(o) “Delaware Statutory Trust Act” means the Delaware Statutory Trust Act 12 Del C. §3801, et seq. as amended from time to time.

(p) “Delaware Trustee” has the meaning set forth in the introduction hereof.

(q) “Disability” means as a result of the Claimant Trustee’s or a Member’s incapacity due to physical or mental illness as determined by an accredited physician or psychologist, as applicable, selected by the Claimant Trustee or the Member, as applicable, the Claimant Trustee or such Member has been substantially unable to perform his or her duties hereunder for three (3) consecutive months or for an aggregate of 180 days during any period of twelve (12) consecutive months.

(r) “Disinterested Members” has the meaning set forth in Section 4.1 hereof.

(s) “Disputed Claims Reserve” means the reserve account to be opened by the Claimant Trust on or after the Effective Date and funded in an initial amount determined by the Claimant Trustee [(in a manner consistent with the Plan and with the consent of a simple majority of the Oversight Board)] to be sufficient to pay Disputed Claims under the Plan.

(t) “Employees” means the employees of the Debtor set forth in the Plan Supplement.

(u) “Employee Claims” means any General Unsecured Claim held by an Employee other than the Claims of the Senior Employees subject to stipulations (provided such stipulations are executed by any such Senior Employee of the Debtor prior to the Effective Date).

(v) “Estate Claims” has the meaning given to it in Exhibit A to the *Notice of Final Term Sheet* [Docket No. 354].

(w) “Equity Trust Interests” has the meaning given to it in Section 5.1(c) hereof.

(x) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(y) “General Unsecured Claim Trust Interests” means interests in the Claimant Trust to be distributed to Holders of Allowed Class 8 General Unsecured Claims (including Disputed General Unsecured Claims that are subsequently Allowed) in accordance with the Plan.

(z) “GUC Beneficiaries” means the Claimant Trust Beneficiaries who hold General Unsecured Claim Trust Interests.

(aa) “GUC Payment Certification” has the meaning given to it in Section 5.1(c) hereof.

(bb) “HarbourVest” means, collectively, HarbourVest 2017 Global Fund, L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment, L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners, L.P.

(cc) “Investment Advisers Act” means the Investment Advisers Act of 1940, as amended.

(dd) “Investment Company Act” means the Investment Company Act of 1940, as amended.

(ee) “Litigation Sub-Trust” means the sub-trust created pursuant to the Litigation Sub-Trust Agreement, which shall hold the Claimant Trust Assets that are Estate Claims and investigate, litigate, and/or settle the Estate Claims for the benefit of the Claimant Trust.

(ff) “Litigation Sub-Trust Agreement” means the litigation sub-trust agreement to be entered into by and between the Claimant Trustee and Litigation Trustee establishing and setting forth the terms and conditions of the Litigation Sub-Trust and governing the rights and responsibilities of the Litigation Trustee.

(gg) “Litigation Trustee” means Marc S. Kirschner, and any successor Litigation Trustee that may be appointed pursuant to the terms of the Litigation Sub-Trust Agreement, who shall be responsible for investigating, litigating, and settling the Estate Claims for the benefit of the Claimant Trust in accordance with the terms and conditions set forth in the Litigation Sub-Trust Agreement.

(hh) “Managed Funds” means Highland Multi-Strategy Credit Fund, L.P., Highland Restoration Capital Partners, L.P., and any other investment vehicle managed by the Debtor pursuant to an Executory Contract assumed pursuant to the Plan; *provided, however*, that the Highland Select Equity Fund, L.P. (and its direct and indirect subsidiaries) will not be considered a Managed Fund for purposes hereof.

(ii) “Material Claims” means the Claims asserted by UBS, Patrick Hagaman Daugherty, Integrated Financial Associates, Inc., and the Employees.

(jj) “Member” means a Person that is member of the Oversight Board.

(kk) “New GP LLC” means the general partner of the Reorganized Debtor.

(ll) “Oversight Board” means the board comprised of five (5) Members established pursuant to the Plan and Article III of this Agreement to oversee the Claimant Trustee’s performance of his duties and otherwise serve the functions set forth in this Agreement and those of the “Claimant Trust Oversight Committee” described in the Plan. Subject to the terms of this Agreement, the initial Members of the Oversight Board shall be: (i) Eric Felton, as representative of the Redeemer Committee; (ii) Josh Terry, as representative of Acis; (iii) Elizabeth Kozlowski, as representative of UBS; (iv) Paul McVoy, as representative of Meta-e Discovery; and (v) David Pauker.

(mm) “Plan” has the meaning set forth in the Recitals hereof.

(nn) “Privileges” means the Debtor’s rights, title and interests in and to any privilege or immunity attaching to any documents or communications (whether written or oral) associated with any of the Estate Claims or Employee Claims, including, without limitation, to,

attorney-client privilege and work-product privilege as defined in Rule 502(g) of the Federal Rules of Evidence; provided, however, that “Privileges” shall not include the work-product privilege of any non-Employee attorney or attorneys that has not been previously shared with the Debtor or any of its employees and the work-product privilege shall remain with the non-Employee attorney or attorneys who created such work product so long as it has not been previously shared with the Debtor or any of its employees, or otherwise waived.

(oo) “PSZJ” means Pachulski Stang Ziehl & Jones LLP.

(pp) “Redeemer Committee” means the Redeemer Committee of the Highland Crusader Fund.

(qq) “Registrar” has the meaning given to it in Section 5.3(a) hereof.

(rr) “Reorganized Debtor Assets” means any limited and general partnership interests held by the Debtor, the management of the Managed Funds and those Causes of Action (including, without limitation, claims for breach of fiduciary duty), that, for any reason, are not capable of being transferred to the Claimant Trust. For the avoidance of doubt, “Reorganized Debtor Assets” includes any partnership interests or shares of Managed Funds held by the Debtor but does not include the underlying portfolio assets held by the Managed Funds.

(ss) “Securities Act” means the Securities Act of 1933, as amended.

(tt) “Subordinated Beneficiaries” means the Claimant Trust Beneficiaries who hold Subordinated Claim Trust Interests.

(uu) “Subordinated Claim Trust Interests” means the subordinated interests in the Claimant Trust to be distributed to Holders of Allowed Class 9 Subordinated Claims in accordance with the Plan.

(vv) “TIA” means the Trust Indenture Act of 1939, as amended.

(ww) “Trust Interests” means collectively the General Unsecured Claim Trust Interests, Subordinated Claim Trust Interests, and Equity Trust Interests.

(xx) “Trust Register” has the meaning given to it in Section 5.4(b) hereof.

(yy) “Trustees” means collectively the Claimant Trustee and Delaware Trustee, however, it is expressly understood and agreed that the Delaware Trustee shall have none of the duties or liabilities of the Claimant Trustee.

(zz) “UBS” means collectively UBS Securities LLC and UBS AG London Branch.

(aaa) “WilmerHale” Wilmer Cutler Pickering Hale & Dorr LLP.

1.2 General Construction. As used in this Agreement, the masculine, feminine and neuter genders, and the plural and singular numbers shall be deemed to include the others in all

cases where they would apply. “Includes” and “including” are not limiting and “or” is not exclusive. References to “Articles,” “Sections” and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code, the Bankruptcy Rules, or other law, statute or regulation, refer to the corresponding Articles, Sections and other subdivisions of this Agreement, and the words “herein,” “hereafter” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or subdivision of this Agreement. Amounts expressed in dollars or following the symbol “\$” shall be deemed to be in United States dollars. References to agreements or instruments shall be deemed to refer to such agreements or instruments as the same may be amended, supplemented, or otherwise modified in accordance with the terms thereof.

1.3 Incorporation of the Plan. The Plan is hereby incorporated into this Agreement and made a part hereof by this reference.

ARTICLE II. **ESTABLISHMENT OF THE CLAIMANT TRUST**

2.1 Creation of Name of Trust.

(a) The Claimant Trust is hereby created as a statutory trust under the Delaware Statutory Trust Act and shall be called the “Highland Claimant Trust.” The Claimant Trustee shall be empowered to conduct all business and hold all property constituting the Claimant Trust Assets in such name in accordance with the terms and conditions set forth herein.

(b) The Trustees shall cause to be executed and filed in the office of the Secretary of State of the State of Delaware the Certificate of Trust and agree to execute, acting solely in their capacity as Trustees, such certificates as may from time to time be required under the Delaware Statutory Trust Act or any other Delaware law.

2.2 Objectives.

(a) The Claimant Trust is established for the purpose of satisfying Allowed General Unsecured Claims and Allowed Subordinated Claims (and only to the extent provided herein, Allowed Class A Limited Partnership Interests and Class B/C Limited Partnership Interests) under the Plan, by monetizing the Claimant Trust Assets transferred to it and making distributions to the Claimant Trust Beneficiaries. The Claimant Trust shall not continue or engage in any trade or business except to the extent reasonably necessary to monetize and distribute the Claimant Trust Assets consistent with this Agreement and the Plan and act as sole member and manager of New GP LLC. The Claimant Trust shall provide a mechanism for (i) the monetization of the Claimant Trust Assets and (ii) the distribution of the proceeds thereof, net of all claims, expenses, charges, liabilities, and obligations of the Claimant Trust, to the Claimant Trust Beneficiaries in accordance with the Plan. In furtherance of this distribution objective, the Claimant Trust will, from time to time, prosecute and resolve objections to certain Claims and Interests as provided herein and in the Plan.

(b) It is intended that the Claimant Trust be classified for federal income tax purposes as a “liquidating trust” within the meaning of section 301.7701-4(d) of the Treasury Regulations. In furtherance of this objective, the Claimant Trustee shall, in his business judgment,

make continuing best efforts to (i) dispose of or monetize the Claimant Trust Assets and resolve Claims, (ii) make timely distributions, and (iii) not unduly prolong the duration of the Claimant Trust, in each case in accordance with this Agreement.

2.3 Nature and Purposes of the Claimant Trust.

(a) The Claimant Trust is organized and established as a trust for the purpose of monetizing the Claimant Trust Assets and making distributions to Claimant Trust Beneficiaries in a manner consistent with “liquidating trust” status under Treasury Regulation Section 301.7701-4(d). The Claimant Trust shall retain all rights to commence and pursue all Causes of Action of the Debtor other than (i) Estate Claims, which shall be assigned to and commenced and pursued by the Litigation Trustee pursuant to the terms of the Litigation Sub-Trust Agreement, and (ii) Causes of Action constituting Reorganized Debtor Assets, if any, which shall be commenced and pursued by the Reorganized Debtor at the direction of the Claimant Trust as sole member of New GP LLC pursuant to the terms of the Reorganized Limited Partnership Agreement. The Claimant Trust and Claimant Trustee shall have and retain, and, as applicable, assign and transfer to the Litigation Sub-Trust and Litigation Trustee, any and all rights, defenses, cross-claims and counter-claims held by the Debtor with respect to any Claim as of the Petition Date. On and after the date hereof, in accordance with and subject to the Plan, the Claimant Trustee shall have the authority to (i) compromise, settle or otherwise resolve, or withdraw any objections to Claims against the Debtor, provided, however, the Claimant Trustee shall only have the authority to compromise or settle any Employee Claim with the unanimous consent of the Oversight Board and in the absence of unanimous consent, any such Employee Claim shall be transferred to the Litigation Sub-Trust and be litigated, comprised, settled, or otherwise resolved exclusively by the Litigation Trustee and (ii) compromise, settle, or otherwise resolve any Disputed Claims without approval of the Bankruptcy Court, which authority may be shared with or transferred to the Litigation Trustee in accordance with the terms of the Litigation Sub-Trust Agreement. For the avoidance of doubt, the Claimant Trust, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable state trust law, is appointed as the successor-in-interest to, and representative of, the Debtor and its Estate for the retention, enforcement, settlement, and adjustment of all Claims other than Estate Claims, the Employee Claims, and those Claims constituting Reorganized Debtor Assets.

(b) The Claimant Trust shall be administered by the Claimant Trustee, in accordance with this Agreement, for the following purposes:

(i) to manage and monetize the Claimant Trust Assets in an expeditious but orderly manner with a view towards maximizing value within a reasonable time period;

(ii) to litigate and settle Claims in Class 8 and Class 9 (other than the Employee Claims, which shall be litigated and/or settled by the Litigation Trustee if the Oversight Board does not unanimously approve of any proposed settlement of such Employee Claim by the Claimant Trustee) and any of the Causes of Action included in the Claimant Trust Assets (including any cross-claims and counter-claims); provided, however, that Estate Claims transferred to the Litigation Sub-Trust shall be litigated and settled by the Litigation Trustee pursuant to the terms of the Litigation Sub-Trust Agreement;

(iii) to distribute net proceeds of the Claimant Trust Assets to the Claimant Trust Beneficiaries;

(iv) to distribute funds from the Disputed Claims Reserve to Holders of Trust Interests or to the Reorganized Debtor for distribution to Holders of Disputed Claims in each case in accordance with the Plan from time to time as any such Holder's Disputed Claim becomes an Allowed Claim under the Plan;

(v) to distribute funds to the Litigation Sub-Trust at the direction the Oversight Board;

(vi) to serve as the limited partner of, and to hold the limited partnership interests in, the Reorganized Debtor;

(vii) to serve as the sole member and manager of New GP LLC, the Reorganized Debtor's general partner;

(viii) to oversee the management and monetization of the Reorganized Debtor Assets pursuant to the terms of the Reorganized Limited Partnership Agreement, in its capacity as the sole member and manager of New GP LLC pursuant to the terms of the New GP LLC Documents, all with a view toward maximizing value in a reasonable time in a manner consistent with the Reorganized Debtor's fiduciary duties as investment adviser to the Managed Funds; and

(ix) to perform any other functions and take any other actions provided for or permitted by this Agreement and the Plan, and in any other agreement executed by the Claimant Trustee.

2.4 Transfer of Assets and Rights to the Claimant Trust; Litigation Sub-Trust.

(a) On the Effective Date, pursuant to the Plan, the Debtor shall irrevocably transfer, assign, and deliver, and shall be deemed to have transferred, assigned, and delivered, all Claimant Trust Assets and related Privileges held by the Debtor to the Claimant Trust free and clear of all Claims, Interests, Liens, and other encumbrances, and liabilities, except as provided in the Plan and this Agreement. To the extent certain assets comprising the Claimant Trust Assets, because of their nature or because such assets will accrue or become transferable subsequent to the Effective Date, and cannot be transferred to, vested in, and assumed by the Claimant Trust on such date, such assets shall be considered Reorganized Debtor Assets, which may be subsequently transferred to the Claimant Trust by the Reorganized Debtor consistent with the terms of the Reorganized Limited Partnership Agreement after such date.

(b) On or as soon as practicable after the Effective Date, the Claimant Trust shall irrevocably transfer, assign, and deliver, and shall be deemed to have transferred, assigned, and delivered, all Estate Claims and related Privileges held by the Claimant Trust to the Litigation Sub-Trust Trust free and clear of all Claims, Interests, Liens, and other encumbrances, and liabilities, except as provided in the Plan, this Agreement, and the Litigation Sub-Trust Agreement. Following the transfer of such Privileges, the Litigation Trustee shall have the power to waive the Privileges being so assigned and transferred.

(c) On or before the Effective Date, and continuing thereafter, the Debtor or Reorganized Debtor, as applicable, shall provide (i) for the Claimant Trustee's and Litigation Trustee's reasonable access to all records and information in the Debtor's and Reorganized Debtor's possession, custody or control, (ii) that all Privileges related to the Claimant Trust Assets shall transfer to and vest exclusively in the Claimant Trust (except for those Privileges that will be transferred and assigned to the Litigation Sub-Trust in respect of the Estate Claims), and (iii) subject to Section 3.12(c), the Debtor and Reorganized Debtor shall preserve all records and documents (including all electronic records or documents), including, but not limited to, the Debtor's file server, email server, email archiving system, master journal, SharePoint, Oracle E-Business Suite, Advent Geneva, Siepe database, Bloomberg chat data, and any backups of the foregoing, until such time as the Claimant Trustee, with the consent of the Oversight Board and, if pertaining to any of the Estate Claims, the Litigation Trustee, directs the Reorganized Debtor, as sole member of its general partner, that such records are no longer required to be preserved. For the purposes of transfer of documents, the Claimant Trust or Litigation Sub-Trust, as applicable, is an assignee and successor to the Debtor in respect of the Claimant Trust Assets and Estate Claims, respectively, and shall be treated as such in any review of confidentiality restrictions in requested documents.

(d) Until the Claimant Trust terminates pursuant to the terms hereof, legal title to the Claimant Trust Assets (other than Estate Claims) and all property contained therein shall be vested at all times in the Claimant Trust as a separate legal entity, except where applicable law in any jurisdiction requires title to any part of the Claimant Trust Assets to be vested in the Claimant Trustee, in which case title shall be deemed to be vested in the Claimant Trustee, solely in his capacity as Claimant Trustee. For purposes of such jurisdictions, the term Claimant Trust, as used herein, shall be read to mean the Claimant Trustee.

2.5 Principal Office. The principal office of the Claimant Trust shall be maintained by the Claimant Trustee at the following address: 100 Crescent Court, Suite 1850, Dallas, Texas 75201.

2.6 Acceptance. The Claimant Trustee accepts the Claimant Trust imposed by this Agreement and agrees to observe and perform that Claimant Trust, on and subject to the terms and conditions set forth herein and in the Plan.

2.7 Further Assurances. The Debtor, Reorganized Debtor, and any successors thereof will, upon reasonable request of the Claimant Trustee, execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or proper to transfer to the Claimant Trustee any portion of the Claimant Trust Assets intended to be conveyed hereby and in the Plan in the form and manner provided for hereby and in the Plan and to vest in the Claimant Trustee the powers, instruments or funds in trust hereunder.

2.8 Incidents of Ownership. The Claimant Trust Beneficiaries shall be the sole beneficiaries of the Claimant Trust and the Claimant Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized herein.

ARTICLE III.
THE TRUSTEES

3.1 Role. In furtherance of and consistent with the purpose of the Claimant Trust, the Plan, and this Agreement, the Claimant Trustee, subject to the terms and conditions contained herein, in the Plan, and in the Confirmation Order, shall serve as Claimant Trustee with respect to the Claimant Trust Assets for the benefit of the Claimant Trust Beneficiaries and maintain, manage, and take action on behalf of the Claimant Trust.

3.2 Authority.

(a) In connection with the administration of the Claimant Trust, in addition to any and all of the powers enumerated elsewhere herein, the Claimant Trustee shall, in an expeditious but orderly manner, monetize the Claimant Trust Assets, make timely distributions and not unduly prolong the duration of the Claimant Trust. The Claimant Trustee shall have the power and authority and is authorized to perform any and all acts necessary and desirable to accomplish the purposes of this Agreement and the provisions of the Plan and the Confirmation Order relating to the Claimant Trust, within the bounds of this Agreement, the Plan, the Confirmation Order, and applicable law. The Claimant Trustee will monetize the Claimant Trust Assets with a view toward maximizing value in a reasonable time.

(b) The Claimant Trustee, subject to the limitations set forth in Section 3.3 of this Agreement shall have the right to prosecute, defend, compromise, adjust, arbitrate, abandon, estimate, or otherwise deal with and settle any and all Claims and Causes of Action that are part of the Claimant Trust Assets, other than the Estate Claims transferred to the Litigation Sub-Trust, as the Claimant Trustee determines is in the best interests of the Claimant Trust; provided, however, that if the Claimant Trustee proposes a settlement of an Employee Claim and does not obtain unanimous consent of the Oversight Board of such settlement, such Employee Claim shall be transferred to the Litigation Sub-Trust for the Litigation Trustee to litigate. To the extent that any action has been taken to prosecute, defend, compromise, adjust, arbitrate, abandon, or otherwise deal with and settle any such Claims and Causes of Action prior to the Effective Date, on the Effective Date the Claimant Trustee shall be substituted for the Debtor in connection therewith in accordance with Rule 25 of the Federal Rules of Civil Procedure, made applicable by Rule 7025 of the Federal Rules of Bankruptcy Procedure, and the caption with respect to such pending action shall be changed to the following “[Claimant Trustee], not individually but solely as Claimant Trustee for the Claimant Trust, et al. v. [Defendant]”.

(c) Subject in all cases to any limitations contained herein, in the Confirmation Order, or in the Plan, the Claimant Trustee shall have the power and authority to:

(i) solely as required by Section 2.4(d), hold legal title to any and all rights of the Claimant Trust and Beneficiaries in or arising from the Claimant Trust Assets, including collecting and receiving any and all money and other property belonging to the Claimant Trust and the right to vote or exercise any other right with respect to any claim or interest relating to the Claimant Trust Assets in any case under the Bankruptcy Code and receive any distribution with respect thereto;

(ii) open accounts for the Claimant Trust and make distributions of Claimant Trust Assets in accordance herewith;

(iii) as set forth in Section 3.11, exercise and perform the rights, powers, and duties held by the Debtor with respect to the Claimant Trust Assets (other than Estate Claims), including the authority under section 1123(b)(3) of the Bankruptcy Code, and shall be deemed to be acting as a representative of the Debtor's Estate with respect to the Claimant Trust Assets, including with respect to the sale, transfer, or other disposition of the Claimant Trust Assets;

(iv) settle or resolve any Claims in Class 8 and Class 9 other than the Material Claims and any Equity Interests;

(v) sell or otherwise monetize any publicly-traded asset for which there is a marketplace and any other assets (other than the Other Assets (as defined below)) valued less than or equal to \$3,000,000 (over a thirty-day period);

(vi) upon the direction of the Oversight Board, fund the Litigation Sub-Trust on the Effective Date and as necessary thereafter;

(vii) exercise and perform the rights, powers, and duties arising from the Claimant Trust's role as sole member of New GP LLC, and the role of New GP LLC, as general partner of the Reorganized Debtor, including the management of the Managed Funds;

(viii) protect and enforce the rights to the Claimant Trust Assets by any method deemed appropriate, including by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

(ix) obtain reasonable insurance coverage with respect to any liabilities and obligations of the Trustees, Litigation Trustee, and the Members of the Oversight Board solely in their capacities as such, in the form of fiduciary liability insurance, a directors and officers policy, an errors and omissions policy, or otherwise. The cost of any such insurance shall be a Claimant Trust Expense and paid by the Claimant Trustee from the Claimant Trust Assets;

(x) without further order of the Bankruptcy Court, but subject to the terms of this Agreement, employ various consultants, third-party service providers, and other professionals, including counsel, tax advisors, consultants, brokers, investment bankers, valuation counselors, and financial advisors, as the Claimant Trustee deems necessary to aid him in fulfilling his obligations under this Agreement; such consultants, third-party service providers, and other professionals shall be retained pursuant to whatever fee arrangement the Claimant Trustee deems appropriate, including contingency fee arrangements and any fees and expenses incurred by such professionals engaged by the Claimant Trustee shall be Claimant Trust Expenses and paid by the Claimant Trustee from the Claimant Trust Assets;

(xi) retain and approve compensation arrangements of an independent public accounting firm to perform such reviews and/or audits of the financial books and records of the Claimant Trust as may be required by this Agreement, the Plan, the Confirmation Order, and applicable laws and as may be reasonably and appropriate in Claimant Trustee's discretion. Subject to the foregoing, the Claimant Trustee may commit the Claimant Trust to, and shall pay,

such independent public accounting firm reasonable compensation for services rendered and reasonable and documented out-of-pocket expenses incurred, and all such compensation and reimbursement shall be paid by the Claimant Trustee from Claimant Trust Assets;

(xii) prepare and file (A) tax returns for the Claimant Trust treating the Claimant Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a), (B) an election pursuant to Treasury Regulation 1.468B-9(c) to treat the Disputed Claims Reserve as a disputed ownership fund, in which case the Claimant Trustee will file federal income tax returns and pay taxes for the Disputed Claim Reserve as a separate taxable entity, or (C) any periodic or current reports that may be required under applicable law;

(xiii) prepare and send annually to the Beneficiaries, in accordance with the tax laws, a separate statement stating a Beneficiary's interest in the Claimant Trust and its share of the Claimant Trust's income, gain, loss, deduction or credit, and to instruct all such Beneficiaries to report such items on their federal tax returns;

(xiv) to the extent applicable, assert, enforce, release, or waive any attorney-client communication, attorney work product or other Privilege or defense on behalf of the Claimant Trust (including as to any Privilege that the Debtor held prior to the Effective Date), including to provide any information to insurance carriers that the Claimant Trustee deems necessary to utilize applicable insurance coverage for any Claim or Claims;

(xv) subject to Section 3.4, invest the proceeds of the Claimant Trust Assets and all income earned by the Claimant Trust, pending any distributions in short-term certificates of deposit, in banks or other savings institutions, or other temporary, liquid investments, such as Treasury bills;

(xvi) request any appropriate tax determination with respect to the Claimant Trust, including a determination pursuant to section 505 of the Bankruptcy Code;

(xvii) take or refrain from taking any and all actions the Claimant Trustee reasonably deems necessary for the continuation, protection, and maximization of the value of the Claimant Trust Assets consistent with purposes hereof;

(xviii) take all steps and execute all instruments and documents necessary to effectuate the purpose of the Claimant Trust and the activities contemplated herein and in the Confirmation Order and the Plan, and take all actions necessary to comply with the Confirmation Order, the Plan, and this Agreement and the obligations thereunder and hereunder;

(xix) exercise such other powers and authority as may be vested in or assumed by the Claimant Trustee by any Final Order;

(xx) evaluate and determine strategy with respect to the Claimant Trust Assets, and hold, pursue, prosecute, adjust, arbitrate, compromise, release, settle or abandon the Claimant Trust Assets on behalf of the Claimant Trust; and

(xxi) with respect to the Claimant Trust Beneficiaries, perform all duties and functions of the Distribution Agent as set forth in the Plan, including distributing Cash from

the Disputed Claims Reserve, solely on account of Disputed Class 1 through Class 7 Claims that were Disputed as of the Effective Date, but become Allowed, to the Reorganization Debtor such that the Reorganized Debtor can satisfy its duties and functions as Distribution Agent with respect to Claims in Class 1 through Class 7 (the foregoing subparagraphs (i)-(xxi) being collectively, the “Authorized Acts”).

(d) The Claimant Trustee and the Oversight Committee will enter into an agreement as soon as practicable after the Effective Date concerning the Claimant Trustee’s authority with respect to certain other assets, including certain portfolio company assets (the “Other Assets”).

(e) The Claimant Trustee has the power and authority to act as trustee of the Claimant Trust and perform the Authorized Acts through the date such Claimant Trustee resigns, is removed, or is otherwise unable to serve for any reason.

3.3 Limitation of Authority.

(a) Notwithstanding anything herein to the contrary, the Claimant Trust and the Claimant Trustee shall not (i) be authorized to engage in any trade or business, (ii) take any actions inconsistent with the management of the Claimant Trust Assets as are required or contemplated by applicable law, the Confirmation Order, the Plan, and this Agreement, (iii) take any action in contravention of the Confirmation Order, the Plan, or this Agreement, or (iv) cause New GP LLC to cause the Reorganized Debtor to take any action in contravention of the Plan, Plan Documents or the Confirmation Order.

(b) Notwithstanding anything herein to the contrary, and in no way limiting the terms of the Plan, the Claimant Trustee must receive the consent by vote of a simple majority of the Oversight Board pursuant to the notice and quorum requirements set forth in Section 4.5 herein, in order to:

- (i) terminate or extend the term of the Claimant Trust;
- (ii) prosecute, litigate, settle or otherwise resolve any of the Material Claims;
- (iii) except otherwise set forth herein, sell or otherwise monetize any assets that are not Other Assets, including Reorganized Debtor Assets (other than with respect to the Managed Funds), that are valued greater than \$3,000,000 (over a thirty-day period);
- (iv) except for cash distributions made in accordance with the terms of this Agreement, make any cash distributions to Claimant Trust Beneficiaries in accordance with Article IV of the Plan;
- (v) except for any distributions made in accordance with the terms of this Agreement, make any distributions from the Disputed Claims Reserve to Holders of Disputed Claims after such time that such Holder’s Claim becomes an Allowed Claim under the Plan;

(vi) reserve or retain any cash or cash equivalents in an amount reasonably necessary to meet claims and contingent liabilities (including Disputed Claims and any indemnification obligations that may arise under Section 8.2 of this Agreement), to maintain the value of the Claimant Trust Assets, or to fund ongoing operations and administration of the Litigation Sub-Trust;

(vii) borrow as may be necessary to fund activities of the Claimant Trust;

(viii) determine whether the conditions under Section 5.1(c) of this Agreement have been satisfied such that a certification should be filed with the Bankruptcy Court;

(ix) invest the Claimant Trust Assets, proceeds thereof, or any income earned by the Claimant Trust (for the avoidance of doubt, this shall not apply to investment decisions made by the Reorganized Debtor or its subsidiaries solely with respect to Managed Funds);

(x) change the compensation of the Claimant Trustee;

(xi) subject to ARTICLE X, make structural changes to the Claimant Trust or take other actions to minimize any tax on the Claimant Trust Assets; and

(xii) retain counsel, experts, advisors, or any other professionals; provided, however, the Claimant Trustee shall not be required to obtain the consent of the Oversight Board for the retention of (i) PSZJ, WilmerHale, or Development Specialists, Inc. and (ii) any other professional whose expected fees and expenses are estimated at less than or equal to \$200,000.

(c) [Reserved.]

3.4 Investment of Cash. The right and power of the Claimant Trustee to invest the Claimant Trust Assets, the proceeds thereof, or any income earned by the Claimant Trust, with majority approval of the Oversight Board, shall be limited to the right and power to invest in such Claimant Trust Assets only in Cash and U.S. Government securities as defined in section 29(a)(16) of the Investment Company Act; provided, however that (a) the scope of any such permissible investments shall be further limited to include only those investments that a “liquidating trust” within the meaning of Treasury Regulation Section 301.7701-4(d), may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the Internal Revenue Service (“IRS”) guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise, (b) the Claimant Trustee may retain any Claimant Trust Assets received that are not Cash only for so long as may be required for the prompt and orderly monetization or other disposition of such assets, and (c) the Claimant Trustee may expend the assets of the Claimant Trust (i) as reasonably necessary to meet contingent liabilities (including indemnification and similar obligations) and maintain the value of the assets of the Claimant Trust during the pendency of this Claimant Trust, (ii) to pay Claimant Trust Expenses (including, but not limited to, any taxes imposed on the Claimant Trust and reasonable attorneys’ fees and expenses in connection with litigation), and (iii) to satisfy other liabilities incurred or assumed by the Claimant Trust (or to which the assets are otherwise subject) in accordance with the Plan or this Agreement).

3.5 Binding Nature of Actions. All actions taken and determinations made by the Claimant Trustee in accordance with the provisions of this Agreement shall be final and binding upon any and all Beneficiaries.

3.6 Term of Service. The Claimant Trustee shall serve as the Claimant Trustee for the duration of the Claimant Trust, subject to death, resignation or removal.

3.7 Resignation. The Claimant Trustee may resign as Claimant Trustee of the Claimant Trust by an instrument in writing delivered to the Bankruptcy Court and Oversight Board at least thirty (30) days before the proposed effective date of resignation. The Claimant Trustee shall continue to serve as Claimant Trustee after delivery of the Claimant Trustee's resignation until the proposed effective date of such resignation, unless the Claimant Trustee and a simple majority of the Oversight Board consent to an earlier effective date, which earlier effective date shall be no earlier than the date of appointment of a successor Claimant Trustee in accordance with Section 3.9 hereof becomes effective.

3.8 Removal.

(a) The Claimant Trustee may be removed by a simple majority vote of the Oversight Board for Cause immediately upon notice thereof, or without Cause upon 60 days' prior written notice. Upon the removal of the Claimant Trustee pursuant hereto, the Claimant Trustee will resign, or be deemed to have resigned, from any role or position he or she may have at New GP LLC or the Reorganized Debtor effective upon the expiration of the foregoing 60 day period unless the Claimant Trustee and a simple majority of the Oversight Board agree otherwise.

(b) To the extent there is any dispute regarding the removal of a Claimant Trustee (including any dispute relating to any compensation or expense reimbursement due under this Agreement) the Bankruptcy Court shall retain jurisdiction to consider and adjudicate such dispute. Notwithstanding the foregoing, the Claimant Trustee will continue to serve as the Claimant Trustee after his removal until the earlier of (i) the time when a successor Claimant Trustee will become effective in accordance with Section 3.9 of this Agreement or (ii) such date as the Bankruptcy Court otherwise orders.

3.9 Appointment of Successor.

(a) Appointment of Successor. In the event of a vacancy by reason of the death or Disability (in the case of a Claimant Trustee that is a natural person), dissolution (in the case of a Claimant Trustee that is not a natural person), or removal of the Claimant Trustee, or prospective vacancy by reason of resignation, a successor Claimant Trustee shall be selected by a simple majority vote of the Oversight Board. If Members of the Oversight Board are unable to secure a majority vote, the Bankruptcy Court will determine the successor Claimant Trustee on motion of the Members. If a final decree has been entered closing the Chapter 11 Case, the Claimant Trustee may seek to reopen the Chapter 11 Case for the limited purpose of determining the successor Claimant Trustee, and the costs for such motion and costs related to re-opening the Chapter 11 Case shall be paid by the Claimant Trust. The successor Claimant Trustee shall be appointed as soon as practicable, but in any event no later than sixty (60) days after the occurrence of the

vacancy or, in the case of resignation, on the effective date of the resignation of the then acting Claimant Trustee.

(b) Vesting or Rights in Successor Claimant Trustee. Every successor Claimant Trustee appointed hereunder shall execute, acknowledge, and deliver to the Claimant Trust, the exiting Claimant Trustee, the Oversight Board, and file with the Bankruptcy Court, an instrument accepting such appointment subject to the terms and provisions hereof. The successor Claimant Trustee, without any further act, deed, or conveyance shall become vested with all the rights, powers, trusts and duties of the exiting Claimant Trustee, except that the successor Claimant Trustee shall not be liable for the acts or omissions of the retiring Claimant Trustee. In no event shall the retiring Claimant Trustee be liable for the acts or omissions of the successor Claimant Trustee.

(c) Interim Claimant Trustee. During any period in which there is a vacancy in the position of Claimant Trustee, the Oversight Board shall appoint one of its Members to serve as the interim Claimant Trustee (the “Interim Trustee”) until a successor Claimant Trustee is appointed pursuant to Section 3.9(a). The Interim Trustee shall be subject to all the terms and conditions applicable to a Claimant Trustee hereunder. Such Interim Trustee shall not be limited in any manner from exercising any rights or powers as a Member of the Oversight Board merely by such Person’s appointment as Interim Trustee.

3.10 Continuance of Claimant Trust. The death, resignation, or removal of the Claimant Trustee shall not operate to terminate the Claimant Trust created by this Agreement or to revoke any existing agency (other than any agency of the Claimant Trustee as the Claimant Trustee) created pursuant to the terms of this Agreement or invalidate any action taken by the Claimant Trustee. In the event of the resignation or removal of the Claimant Trustee, the Claimant Trustee shall promptly (i) execute and deliver, by the effective date of resignation or removal, such documents, instruments, records, and other writings as may be reasonably requested by his successor to effect termination of the exiting Claimant Trustee’s capacity under this Agreement and the conveyance of the Claimant Trust Assets then held by the exiting Claimant Trustee to the successor Claimant Trustee; (ii) deliver to the successor Claimant Trustee all non-privileged documents, instruments, records, and other writings relating to the Claimant Trust as may be in the possession or under the control of the exiting Claimant Trustee, provided, the exiting Claimant Trustee shall have the right to make and retain copies of such documents, instruments, records and other writings delivered to the successor Claimant Trustee and the cost of making such copies shall be a Claimant Trust Expense to be paid by the Claimant Trust; and (iii) otherwise assist and cooperate in effecting the assumption of the exiting Claimant Trustee’s obligations and functions by his successor, provided the fees and expenses of such assistance and cooperation shall be paid to the exiting Claimant Trustee by the Claimant Trust. The exiting Claimant Trustee shall irrevocably appoint the successor Claimant Trustee as his attorney-in-fact and agent with full power of substitution for it and its name, place and stead to do any and all acts that such exiting Claimant Trustee is obligated to perform under this Section 3.10.

3.11 Claimant Trustee as “Estate Representative”. The Claimant Trustee will be the exclusive trustee of the Claimant Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code (the “Estate Representative”) with respect to the Claimant

Trust Assets, with all rights and powers attendant thereto, in addition to all rights and powers granted in the Plan and in this Agreement; provided that all rights and powers as representative of the Estate pursuant to section 1123(b)(3)(B) shall be transferred to the Litigation Trustee in respect of the Estate Claims and the Employee Claims. The Claimant Trustee will be the successor-in-interest to the Debtor with respect to any action pertaining to the Claimant Trust Assets, which was or could have been commenced by the Debtor prior to the Effective Date, except as otherwise provided in the Plan or Confirmation Order. All actions, claims, rights or interest constituting Claimant Trust Assets are preserved and retained and may be enforced, or assignable to the Litigation Sub-Trust, by the Claimant Trustee as an Estate Representative.

3.12 Books and Records.

(a) The Claimant Trustee shall maintain in respect of the Claimant Trust and the Claimant Trust Beneficiaries books and records reflecting Claimant Trust Assets in its possession and the income of the Claimant Trust and payment of expenses, liabilities, and claims against or assumed by the Claimant Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the Claimant Trust and the requirements of Article VII herein. Except as otherwise provided herein, nothing in this Agreement requires the Claimant Trustee to file any accounting or seek approval of any court with respect to the administration of the Claimant Trust, or as a condition for managing any payment or distribution out of the Claimant Trust Assets.

(b) The Claimant Trustee shall provide quarterly reporting to the Oversight Board and Claimant Trust Beneficiaries of (i) the status of the Claimant Trust Assets, (ii) the balance of Cash held by the Claimant Trust (including in each of the Claimant Trust Expense Reserve and Disputed Claim Reserve), (iii) the determination and any re-determination, as applicable, of the total amount allocated to the Disputed Claim Reserve, (iv) the status of Disputed Claims and any resolutions thereof, (v) the status of any litigation, including the pursuit of the Causes of Action, (vi) the Reorganized Debtor's performance, and (vii) operating expenses; provided, however, that the Claimant Trustee may, with respect to any Member of the Oversight Board or Claimant Trust Beneficiary, redact any portion of such reports that relate to such Entity's Claim or Equity Interest, as applicable and any reporting provided to Claimant Trust Beneficiaries may be subject to such Claimant Trust Beneficiary's agreement to maintain confidentiality with respect to any non-public information.

(c) The Claimant Trustee may dispose some or all of the books and records maintained by the Claimant Trustee at the later of (i) such time as the Claimant Trustee determines, with the unanimous consent of the Oversight Board, that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Claimant Trust, or (ii) upon the termination and winding up of the Claimant Trust under Article IX of this Agreement; provided, however, the Claimant Trustee shall not dispose of any books and records related to the Estate Claims or Employee Claims without the consent of the Litigation Trustee. Notwithstanding the foregoing, the Claimant Trustee shall cause the Reorganized Debtor and its subsidiaries to retain such books and records, and for such periods, as are required to be retained pursuant to Section 204-2 of the Investment Advisers Act or any other applicable laws, rules, or regulations.

3.13 Compensation and Reimbursement; Engagement of Professionals.

(a) Compensation and Expenses.

(i) Compensation. As compensation for any services rendered by the Claimant Trustee in connection with this Agreement, the Claimant Trustee shall receive compensation of \$150,000 per month (the “Base Salary”). Within the first forty-five days following the Confirmation Date, the Claimant Trustee, on the one hand, and the Committee, if prior to the Effective Date, or the Oversight Board, if on or after the Effective Date, on the other, will negotiate go-forward compensation for the Claimant Trustee which will include (a) the Base Salary, (b) a success fee, and (c) severance.

(ii) Expense Reimbursements. All reasonable out-of-pocket expenses of the Claimant Trustee in the performance of his or her duties hereunder, shall be reimbursed as Claimant Trust Expenses paid by the Claimant Trust.

(b) Professionals.

(i) Engagement of Professionals. The Claimant Trustee shall engage professionals from time to time in conjunction with the services provided hereunder. The Claimant Trustee’s engagement of such professionals shall be approved by a majority of the Oversight Board as set forth in Section 3.3(b) hereof.

(ii) Fees and Expenses of Professionals. The Claimant Trustee shall pay the reasonable fees and expenses of any retained professionals as Claimant Trust Expenses.

3.14 Reliance by Claimant Trustee. Except as otherwise provided herein, the Claimant Trustee may rely, and shall be fully protected in acting or refraining from acting, on any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that the Claimant Trustee has no reason to believe to be other than genuine and to have been signed or presented by the proper party or parties or, in the case of facsimiles, to have been sent by the proper party or parties, and the Claimant Trustee may conclusively rely as to the truth of the statements and correctness of the opinions or direction expressed therein. The Claimant Trustee may consult with counsel and other professionals, and any advice of such counsel or other professionals shall constitute full and complete authorization and protection in respect of any action taken or not taken by the Claimant Trustee in accordance therewith. The Claimant Trustee shall have the right at any time to seek instructions from the Bankruptcy Court, or any other court of competent jurisdiction concerning the Claimant Trust Assets, this Agreement, the Plan, or any other document executed in connection therewith, and any such instructions given shall be full and complete authorization in respect of any action taken or not taken by the Claimant Trustee in accordance therewith. The Claimant Trust shall have the right to seek Orders from the Bankruptcy Court as set forth in Article IX of the Plan.

3.15 Commingling of Claimant Trust Assets. The Claimant Trustee shall not commingle any of the Claimant Trust Assets with his or her own property or the property of any other Person.

3.16 Delaware Trustee.

(a) The Delaware Trustee shall have the limited power and authority, and is hereby authorized and empowered, to (i) accept legal process served on the Claimant Trust in the State of Delaware; and (ii) execute any certificates that are required to be executed under the Delaware Statutory Trust Act and file such certificates in the office of the Secretary of State of the State of Delaware, and take such action or refrain from taking such action under this Agreement, in either case as may be directed in a writing delivered to the Delaware Trustee by the Claimant Trustee and upon which the Delaware Trustee shall be entitled to conclusively and exclusively rely; provided, however, that the Delaware Trustee shall not be required to take or to refrain from taking any such action if the Delaware Trustee shall believe, or shall have been advised by counsel, that such performance is likely to involve the Delaware Trustee in personal liability or to result in personal liability to the Delaware Trustee, or is contrary to the terms of this Agreement or of any document contemplated hereby to which the Claimant Trust or the Delaware Trustee is or becomes a party or is otherwise contrary to law. The Parties agree not to instruct the Delaware Trustee to take any action or to refrain from taking any action that is contrary to the terms of this Agreement or of any document contemplated hereby to which the Claimant Trust or the Delaware Trustee is or becomes party or that is otherwise contrary to law. Other than as expressly provided for in this Agreement, the Delaware Trustee shall have no duty or power to take any action for or on behalf of the Claimant Trust. For the avoidance of doubt, the Delaware Trustee will only have such rights and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Claimant Trustee set forth herein. The Delaware Trustee shall be one of the trustees of the Claimant Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the Delaware Statutory Trust Act and for taking such actions as are required to be taken by a Delaware Trustee under the Delaware Statutory Trust Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to those expressly set forth in this Section 3.16 and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Claimant Trust, the other parties hereto or any beneficiary of the Claimant Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Agreement.

(b) The Delaware Trustee shall serve until such time as the Claimant Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Claimant Trustee in accordance with the terms hereof. The Delaware Trustee may resign at any time upon the giving of at least thirty (30) days' advance written notice to the Claimant Trustee; provided, that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Claimant Trustee in accordance with the terms hereof. If the Claimant Trustee does not act within such thirty (30) day period, the Delaware Trustee may apply to the Court of Chancery of the State of Delaware for the appointment of a successor Delaware Trustee.

(c) Upon the resignation or removal of the Delaware Trustee, the Claimant Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the

outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Delaware Statutory Trust Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Claimant Trustee and any undisputed fees, expenses and indemnity due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of its duties and obligations under this Agreement.

(d) The Delaware Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement. The Claimant Trust shall promptly advance and reimburse the Delaware Trustee for all reasonable out-of-pocket costs and expenses (including reasonable legal fees and expenses) incurred by the Delaware Trustee in connection with the performance of its duties hereunder.

(e) WTNA shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(f) Any corporation or association into which WTNA may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Delaware Trustee is a party, will be and become the successor Delaware Trustee under this Agreement and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

ARTICLE IV.
THE OVERSIGHT BOARD

4.1 Oversight Board Members. The Oversight Board will be comprised of five (5) Members appointed to serve as the board of managers of the Claimant Trust, at least two (2) of which shall be disinterested Members selected by the Creditors' Committee (such disinterested members, the "Disinterested Members"). The initial Members of the Oversight Board will be representatives of Acis, the Redeemer Committee, Meta-e Discovery, UBS, and David Pauker. David Pauker and Paul McVoy, the representative of Meta-e Discovery, shall serve as the initial Disinterested Board Members; provided, however, that if the Plan is confirmed with the Convenience Class or any other convenience class supported by the Creditors' Committee, Meta-

E Discovery and its representative will resign on the Effective Date or as soon as practicable thereafter and be replaced in accordance with Section 4.10 hereof..

4.2 Authority and Responsibilities.

(a) The Oversight Board shall, as and when requested by either of the Claimant Trustee and Litigation Trustee, or when the Members otherwise deem it to be appropriate or as is otherwise required under the Plan, the Confirmation Order, or this Agreement, consult with and advise the Claimant Trustee and Litigation Trustee as to the administration and management of the Claimant Trust and the Litigation Sub-Trust, as applicable, in accordance with the Plan, the Confirmation Order, this Agreement, and Litigation Sub-Trust Agreement (as applicable) and shall have the other responsibilities and powers as set forth herein. As set forth in the Plan, the Confirmation Order, and herein, the Oversight Board shall have the authority and responsibility to oversee, review, and govern the activities of the Claimant Trust, including the Litigation Sub-Trust, and the performance of the Claimant Trustee and Litigation Trustee, and shall have the authority to remove the Claimant Trustee in accordance with Section 3.8 hereof or the Litigation Trustee in accordance with the terms of the Litigation Sub-Trust Agreement; provided, however, that the Oversight Board may not direct either Claimant Trustee and Litigation Trustee to act inconsistently with their respective duties under this Agreement (including without limitation as set in Section 4.2(e) below), the Litigation Sub-Trust Agreement, the Plan, the Confirmation Order, or applicable law.

(b) The Oversight Board shall also (i) monitor and oversee the administration of the Claimant Trust and the Claimant Trustee's performance of his or her responsibilities under this Agreement, (ii) as more fully set forth in the Litigation Sub-Trust Agreement, approve funding to the Litigation Sub-Trust, monitor and oversee the administration of the Litigation Sub-Trust and the Litigation Trustee's performance of his responsibilities under the Litigation Sub-Trust Agreement, and (iii) perform such other tasks as are set forth herein, in the Litigation Sub-Trust Agreement, and in the Plan.

(c) The Claimant Trustee shall consult with and provide information to the Oversight Board in accordance with and pursuant to the terms of the Plan, the Confirmation Order, and this Agreement to enable the Oversight Board to meet its obligations hereunder.

(d) Notwithstanding any provision of this Agreement to the contrary, the Claimant Trustee shall not be required to (i) obtain the approval of any action by the Oversight Board to the extent that the Claimant Trustee, in good faith, reasonably determines, based on the advice of legal counsel, that such action is required to be taken by applicable law, the Plan, the Confirmation Order, or this Agreement or (ii) follow the directions of the Oversight Board to take any action the extent that the Claimant Trustee, in good faith, reasonably determines, based on the advice of legal counsel, that such action is prohibited by applicable law the Plan, the Confirmation Order, or this Agreement.

(e) Notwithstanding provision of this Agreement to the contrary, with respect to the activities of the Reorganized Debtor in its capacity as an investment adviser (and subsidiaries of the Reorganized Debtor that serve as general partner or in an equivalent capacity) to any Managed Funds, the Oversight Board shall not make investment decisions or otherwise participate

in the investment decision making process relating to any such Managed Funds, nor shall the Oversight Board or any member thereof serve as a fiduciary to any such Managed Funds. It is agreed and understood that investment decisions made by the Reorganized Debtor (or its subsidiary entities) with respect to Managed Funds shall be made by the Claimant Trustee in his capacity as an officer of the Reorganized Debtor and New GP LLC and/or such persons who serve as investment personnel of the Reorganized Debtor from time to time, and shall be subject to the fiduciary duties applicable to such entities and persons as investment adviser to such Managed Funds.

4.3 Fiduciary Duties. The Oversight Board (and each Member in its capacity as such) shall have fiduciary duties to the Claimant Trust Beneficiaries consistent with the fiduciary duties that the members of the Creditors' Committee have to unsecured creditors and shall exercise its responsibilities accordingly; provided, however, that the Oversight Board shall not owe fiduciary obligations to any Holders of Class A Limited Partnership Interests or Class B/C Limited Partnership Interests until such Holders become Claimant Trust Beneficiaries in accordance with Section 5.1(c) hereof; provided, further, that the Oversight Board shall not owe fiduciary obligations to a Holder of an Equity Trust Interest if such Holder is named as a defendant in any of the Causes of Action, including Estate Claims, in their capacities as such, it being the intent that the Oversight Board's fiduciary duties are to maximize the value of the Claimant Trust Assets, including the Causes of Action. In all circumstances, the Oversight Board shall act in the best interests of the Claimant Trust Beneficiaries and in furtherance of the purpose of the Claimant Trust. Notwithstanding anything to the contrary contained in this Agreement, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing.

4.4 Meetings of the Oversight Board. Meetings of the Oversight Board are to be held as necessary to ensure the operation of the Claimant Trust but in no event less often than quarterly. Special meetings of the Oversight Board may be held whenever and wherever called for by the Claimant Trustee or any Member; provided, however, that notice of any such meeting shall be duly given in writing no less than 48 hours prior to such meeting (such notice requirement being subject to any waiver by the Members in the minutes, if any, or other transcript, if any, of proceedings of the Oversight Board). Unless the Oversight Board decides otherwise (which decision shall rest in the reasonable discretion of the Oversight Board), the Claimant Trustee, and each of the Claimant Trustee's designated advisors may, but are not required to, attend meetings of the Oversight Board.

4.5 Unanimous Written Consent. Any action required or permitted to be taken by the Oversight Board in a meeting may be taken without a meeting if the action is taken by unanimous written consents describing the actions taken, signed by all Members and recorded. If any Member informs the Claimant Trustee (via e-mail or otherwise) that he or she objects to the decision, determination, action, or inaction proposed to be made by unanimous written consent, the Claimant Trustee must use reasonable good faith efforts to schedule a meeting on the issue to be set within 48 hours of the request or as soon thereafter as possible on which all members of the Oversight Board are available in person or by telephone. Such decision, determination, action, or inaction must then be made pursuant to the meeting protocols set forth herein.

4.6 Manner of Acting.

(a) A quorum for the transaction of business at any meeting of the Oversight Board shall consist of at least three Members (including no less than one (1) Disinterested Member); provided that if the transaction of business at a meeting would constitute a direct or indirect conflict of interest for the Redeemer Committee, Acis, and/or UBS, at least two Disinterested Members must be present for there to be a quorum. Except as set otherwise forth herein, the majority vote of the Members present at a duly called meeting at which a quorum is present throughout shall be the act of the Oversight Board except as otherwise required by law or as provided in this Agreement. Any or all of the Members may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone, video conference, or similar communications equipment by means of which all Persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition of the place) for the holding hereof. Any Member participating in a meeting by this means is deemed to be present in person at the meeting. Voting (including on negative notice) may be conducted by electronic mail or individual communications by the applicable Trustee and each Member.

(b) Any Member who is present and entitled to vote at a meeting of the Oversight Board when action is taken is deemed to have assented to the action taken, subject to the requisite vote of the Oversight Board, unless (i) such Member objects at the beginning of the meeting (or promptly upon his/her arrival) to holding or transacting business at the meeting; (ii) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (iii) he/she delivers written notice (including by electronic or facsimile transmission) of his/her dissent or abstention to the Oversight Board before its adjournment. The right of dissent or abstention is not available to any Member of the Oversight Board who votes in favor of the action taken.

(c) Prior to a vote on any matter or issue or the taking of any action with respect to any matter or issue, each Member shall report to the Oversight Board any conflict of interest such Member has or may have with respect to the matter or issue at hand and fully disclose the nature of such conflict or potential conflict (including, without limitation, disclosing any and all financial or other pecuniary interests that such Member may have with respect to or in connection with such matter or issue, other than solely as a holder of Trust Interests). A Member who, with respect to a matter or issue, has or who may have a conflict of interest whereby such Member's interests are adverse to the interests of the Claimant Trust shall be deemed a "Conflicted Member" who shall not be entitled to vote or take part in any action with respect to such matter or issue. In the event of a Conflicted Member, the vote or action with respect to such matter or issue giving rise to such conflict shall be undertaken only by Members who are not Conflicted Members and, notwithstanding anything contained herein to the contrary, the affirmative vote of only a majority of the Members who are not Conflicted Members shall be required to approve of such matter or issue and the same shall be the act of the Oversight Board.

(d) Each of Acis, the Redeemer Committee, and UBS shall be deemed "Conflicted Members" with respect to any matter or issue related to or otherwise affecting any of their respective Claim(s) (a "Committee Member Claim Matter"). A unanimous vote of the Disinterested Members shall be required to approve of or otherwise take action with respect to any

Committee Member Claim Matter and, notwithstanding anything herein to the contrary, the same shall be the act of the Oversight Board.

4.7 Tenure of the Members of the Oversight Board. The authority of the Members of the Oversight Board will be effective as of the Effective Date and will remain and continue in full force and effect until the Claimant Trust is terminated in accordance with Article IX hereof. The Members of the Oversight Board will serve until such Member's successor is duly appointed or until such Member's earlier death or resignation pursuant to Section 4.8 below, or removal pursuant to Section 4.9 below.

4.8 Resignation. A Member of the Oversight Board may resign by giving prior written notice thereof to the Claimant Trustee and other Members. Such resignation shall become effective on the earlier to occur of (i) the day that is 90 days following the delivery of such notice, (ii) the appointment of a successor in accordance with Section 4.10 below, and (iii) such other date as may be agreed to by the Claimant Trustee and the non-resigning Members of the Oversight Board.

4.9 Removal. A majority of the Oversight Board may remove any Member for Cause or Disability. If any Committee Member has its Claim disallowed in its entirety the representative of such entity will immediately be removed as a Member without the requirement for a vote and a successor will be appointed in the manner set forth herein. Notwithstanding the foregoing, upon the termination of the Claimant Trust, any or all of the Members shall be deemed to have resigned.

4.10 Appointment of a Successor Member.

(a) In the event of a vacancy on the Oversight Board (whether by removal, death, or resignation), a new Member may be appointed to fill such position by the remaining Members acting unanimously; provided, however, that any vacancy resulting from the removal, resignation, or death of a Disinterested Member may only be filled by a disinterested Person unaffiliated with any Claimant or constituency in the Chapter 11 Case; provided, further, that if an individual serving as the representative of a Committee Member resigns from its role as representative, such resignation shall not be deemed resignation of the Committee Member itself and such Committee Member shall have the exclusive right to designate its replacement representative for the Oversight Board. The appointment of a successor Member will be further evidenced by the Claimant Trustee's filing with the Bankruptcy Court (to the extent a final decree has not been entered) and posting on the Claimant Trustee's website a notice of appointment, at the direction of the Oversight Board, which notice will include the name, address, and telephone number of the successor Member.

(b) Immediately upon the appointment of any successor Member, the successor Member shall assume all rights, powers, duties, authority, and privileges of a Member hereunder and such rights and privileges will be vested in and undertaken by the successor Member without any further act. A successor Member will not be liable personally for any act or omission of a predecessor Member.

(c) Every successor Member appointed hereunder shall execute, acknowledge, and deliver to the Claimant Trustee and other Members an instrument accepting the appointment

under this Agreement and agreeing to be bound thereto, and thereupon the successor Member without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts, and duties of a Member hereunder.

4.11 Compensation and Reimbursement of Expenses. Unless determined by the Oversight Board, no Member shall be entitled to compensation in connection with his or her service to the Oversight Board; provided, however, that a Disinterested Member shall be compensated in a manner and amount initially set by the other Members and as thereafter amended from time to time by agreement between the Oversight Board and the Disinterested Member. Notwithstanding the foregoing, the Claimant Trustee will reimburse the Members for all reasonable and documented out-of-pocket expenses incurred by the Members in connection with the performance of their duties hereunder (which shall not include fees, costs, and expenses of legal counsel).

4.12 Confidentiality. Each Member shall, during the period that such Member serves as a Member under this Agreement and following the termination of this Agreement or following such Member's removal or resignation, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any Person to which any of the Claimant Trust Assets relates or of which such Member has become aware in the Member's capacity as a Member ("Confidential Trust Information"), except as otherwise required by law. For the avoidance of doubt, a Member's Affiliates, employer, and employer's Affiliates (and collectively with such Persons' directors, officers, partners, principals and employees, "Member Affiliates") shall not be deemed to have received Confidential Trust Information solely due to the fact that a Member has received Confidential Trust Information in his or her capacity as a Member of the Oversight Board and to the extent that (a) a Member does not disclose any Confidential Trust Information to a Member Affiliate, (b) the business activities of such Member Affiliates are conducted without reference to, and without use of, Confidential Trust Information, and (c) no Member Affiliate is otherwise directed to take, or takes on behalf of a Member or Member Affiliate, any actions that are contrary to the terms of this Section 4.12.

ARTICLE V. TRUST INTERESTS

5.1 Claimant Trust Interests.

(a) General Unsecured Claim Trust Interests. On the date hereof, or on the date such Claim becomes Allowed under the Plan, the Claimant Trust shall issue General Unsecured Claim Trust Interests to Holders of Allowed Class 8 General Unsecured Claims (the "GUC Beneficiaries"). The Claimant Trustee shall allocate to each Holder of an Allowed Class 8 General Unsecured Claim a General Unsecured Claim Trust Interest equal to the ratio that the amount of each Holder's Allowed Class 8 Claim bears to the total amount of the Allowed Class 8 Claims. The General Unsecured Claim Trust Interests shall be entitled to distributions from the Claimant Trust Assets in accordance with the terms of the Plan and this Agreement.

(b) Subordinated Claim Trust Interests. On the date hereof, or on the date such Claim becomes Allowed under the Plan, the Claimant Trust shall issue Subordinated Claim Trust Interests to Holders of Class 9 Subordinated Claims (the "Subordinated Beneficiaries"). The

Claimant Trustee shall allocate to each Holder of an Allowed Class 9 Subordinated Claim a Subordinated Claim Trust Interest equal to the ratio that the amount of each Holder's Allowed Class 9 Claim bears to the total of amount of the Allowed Class 9. The Subordinated Trust Interests shall be subordinated in right and priority to the General Unsecured Claim Trust Interests. The Subordinated Beneficiaries shall only be entitled to distributions from the Claimant Trust Assets after each GUC Beneficiary has been repaid in full with applicable interest on account of such GUC Beneficiary's Allowed General Unsecured Claim, and all Disputed General Unsecured Claims have been resolved, in accordance with the terms of the Plan and this Agreement.

(c) Contingent Trust Interests. On the date hereof, or on the date such Interest becomes Allowed under the Plan, the Claimant Trust shall issue Contingent Interests to Holders of Allowed Class 10 Class B/C Limited Partnership Interests and Holders of Allowed Class 11 Class A Limited Partnership Interests (collectively, the "Equity Holders"). The Claimant Trustee shall allocate to each Holder of Allowed Class 10 Class B/C Limited Partnership Interests and each Holder of Allowed Class 11 Class A Limited Partnership Interests a Contingent Trust Interest equal to the ratio that the amount of each Holder's Allowed Class 10 or Class 11 Interest bears to the total amount of the Allowed Class 10 or Class 11 Interests, as applicable, under the Plan. Contingent Trust Interests shall not vest, and the Equity Holders shall not have any rights under this Agreement, unless and until the Claimant Trustee files with the Bankruptcy Court a certification that all GUC Beneficiaries have been paid indefeasibly in full, including, to the extent applicable, all accrued and unpaid post-petition interest consistent with the Plan and all Disputed Claims have been resolved (the "GUC Payment Certification"). Equity Holders will only be deemed "Beneficiaries" under this Agreement upon the filing of a GUC Payment Certification with the Bankruptcy Court, at which time the Contingent Trust Interests will vest and be deemed "Equity Trust Interests." The Equity Trust Interests shall be subordinated in right and priority to Subordinated Trust Interests, and distributions on account thereof shall only be made if and when Subordinated Beneficiaries have been repaid in full on account of such Subordinated Beneficiary's Allowed Subordinated Claim, in accordance with the terms of the Plan, the Confirmation Order, and this Agreement. The Equity Trust Interests distributed to Allowed Holders of Class A Limited Partnership Interests shall be subordinated to the Equity Trust Interests distributed to Allowed Holders of Class B/C Limited Partnership Interests.

5.2 Interests Beneficial Only. The ownership of the beneficial interests in the Claimant Trust shall not entitle the Claimant Trust Beneficiaries to any title in or to the Claimant Trust Assets (which title shall be vested in the Claimant Trust) or to any right to call for a partition or division of the Claimant Trust Assets or to require an accounting. No Claimant Trust Beneficiary shall have any governance right or other right to direct Claimant Trust activities.

5.3 Transferability of Trust Interests. No transfer, assignment, pledge, hypothecation, or other disposition of a Trust Interest may be effected until (i) such action is unanimously approved by the Oversight Board, (ii) the Claimant Trustee and Oversight Board have received such legal advice or other information that they, in their sole and absolute discretion, deem necessary to assure that any such disposition shall not cause the Claimant Trust to be subject to entity-level taxation for U.S. federal income tax purposes, and (iii) either (x) the Claimant Trustee and Oversight Board, acting unanimously, have received such legal advice or other information that they, in their sole and absolute discretion, deem necessary or appropriate to assure that any such disposition shall not (a) require the Claimant Trust to comply with the registration and/or

reporting requirements of the Securities Act, the Exchange Act, the TIA, or the Investment Company Act or (b) cause any adverse effect under the Investment Advisers Act, or (y) the Oversight Board, acting unanimously, has determined, in its sole and absolute discretion, to cause the Claimant Trust to become a public reporting company and/or make periodic reports under the Exchange Act (provided that it is not required to register under the Investment Company Act or register its securities under the Securities Act) to enable such disposition to be made. In the event that any such disposition is allowed, the Oversight Board and the Claimant Trustee may add such restrictions upon such disposition and other terms of this Agreement as are deemed necessary or appropriate by the Claimant Trustee, with the advice of counsel, to permit or facilitate such disposition under applicable securities and other laws.

5.4 Registry of Trust Interests.

(a) Registrar. The Claimant Trustee shall appoint a registrar, which may be the Claimant Trustee (the “Registrar”), for the purpose of recording ownership of the Trust Interests as provided herein. The Registrar, if other than the Claimant Trustee, shall be an institution or person acceptable to the Oversight Board. For its services hereunder, the Registrar, unless it is the Claimant Trustee, shall be entitled to receive reasonable compensation from the Claimant Trust as a Claimant Trust Expense.

(b) Trust Register. The Claimant Trustee shall cause to be kept at the office of the Registrar, or at such other place or places as shall be designated by the Registrar from time to time, a registry of the Claimant Trust Beneficiaries and the Equity Holders (the “Trust Register”), which shall be maintained pursuant to such reasonable regulations as the Claimant Trustee and the Registrar may prescribe.

(c) Access to Register by Beneficiaries. The Claimant Trust Beneficiaries and their duly authorized representatives shall have the right, upon reasonable prior written notice to the Claimant Trustee, and in accordance with reasonable regulations prescribed by the Claimant Trustee, to inspect and, at the expense of the Claimant Trust Beneficiary make copies of the Trust Register, in each case for a purpose reasonable and related to such Claimant Trust Beneficiary’s Trust Interest.

5.5 Exemption from Registration. The Parties hereto intend that the rights of the Claimant Trust Beneficiaries arising under this Claimant Trust shall not be “securities” under applicable laws, but none of the Parties represent or warrant that such rights shall not be securities or shall not be entitled to exemption from registration under the applicable securities laws. The Oversight Board, acting unanimously, and Claimant Trustee may amend this Agreement in accordance with Article IX hereof to make such changes as are deemed necessary or appropriate with the advice of counsel, to ensure that the Claimant Trust is not subject to registration and/or reporting requirements of the Securities Act, the Exchange Act, the TIA, or the Investment Company Act. The Trust Interests shall not have consent or voting rights or otherwise confer on the Claimant Trust Beneficiaries any rights similar to the rights of a shareholder of a corporation in respect of any actions taken or to be taken, or decisions made or to be made, by the Oversight Board and/or the Claimant Trustee under this Agreement.

5.6 Absolute Owners. The Claimant Trustee may deem and treat the Claimant Trust Beneficiary of record as determined pursuant to this Article 5 as the absolute owner of such Trust Interests for the purpose of receiving distributions and payment thereon or on account thereof and for all other purposes whatsoever.

5.7 Effect of Death, Incapacity, or Bankruptcy. The death, incapacity, or bankruptcy of any Claimant Trust Beneficiary during the term of the Claimant Trust shall not (i) entitle the representatives or creditors of the deceased Beneficiary to any additional rights under this Agreement, or (ii) otherwise affect the rights and obligations of any of other Claimant Trust Beneficiary under this Agreement.

5.8 Change of Address. Any Claimant Trust Beneficiary may, after the Effective Date, select an alternative distribution address by providing notice to the Claimant Trustee identifying such alternative distribution address. Such notification shall be effective only upon receipt by the Claimant Trustee. Absent actual receipt of such notice by the Claimant Trustee, the Claimant Trustee shall not recognize any such change of distribution address.

5.9 Standing. No Claimant Trust Beneficiary shall have standing to direct the Claimant Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any party upon or with respect to the Claimant Trust Assets. No Claimant Trust Beneficiary shall have any direct interest in or to any of the Claimant Trust Assets.

5.10 Limitations on Rights of Claimant Trust Beneficiaries.

(a) The Claimant Trust Beneficiaries shall have no rights other than those set forth in this Agreement, the Confirmation Order, or the Plan (including any Plan Supplement documents incorporated therein).

(b) In any action taken by a Claimant Trust Beneficiary against the Claimant Trust, a current or former Trustee, or a current or former Member, in their capacity as such, the prevailing party will be entitled to reimbursement of attorneys' fees and other costs; provided, however, that any fees and costs shall be borne by the Claimant Trust on behalf of any such Trustee or Member, as set forth herein.

(c) A Claimant Trust Beneficiary who brings any action against the Claimant Trust, a current or former Trustee, or a current or former Member, in their capacity as such, may be required by order of the Bankruptcy Court to post a bond ensuring that the full costs of a legal defense can be reimbursed. A request for such bond can be made by the Claimant Trust or by Claimant Trust Beneficiaries constituting in the aggregate at least 50% of the most senior class of Claimant Trust Interests.

(d) Any action brought by a Claimant Trust Beneficiary must be brought in the United States Bankruptcy Court for the Northern District of Texas. Claimant Trust Beneficiaries are deemed to have waived any right to a trial by jury

(e) The rights of Claimant Trust Beneficiaries to bring any action against the Claimant Trust, a current or former Trustee, or current or former Member, in their capacity as such, shall not survive the final distribution by the Claimant Trust.

ARTICLE VI.
DISTRIBUTIONS

6.1 Distributions.

(a) Notwithstanding anything to the contrary contained herein, the Claimant Trustee shall distribute to holders of Trust Interests at least annually the Cash on hand net of any amounts that (a) are reasonably necessary to maintain the value of the Claimant Trust Assets pending their monetization or other disposition during the term of the Claimant Trust, (b) are necessary to pay or reserve for reasonably incurred or anticipated Claimant Trust Expenses and any other expenses incurred by the Claimant Trust (including, but not limited to, any taxes imposed on or payable by the Claimant Trustee with respect to the Claimant Trust Assets), (c) are necessary to pay or reserve for the anticipated costs and expenses of the Litigation Sub-Trust, (d) are necessary to satisfy or reserve for other liabilities incurred or anticipated by the Claimant Trustee in accordance with the Plan and this Agreement (including, but not limited to, indemnification obligations and similar expenses in such amounts and for such period of time as the Claimant Trustee determines, in good faith, may be necessary and appropriate, which determination shall not be subject to consent of the Oversight Board, may not be modified without the express written consent of the Claimant Trustee, and shall survive termination of the Claimant Trustee), (e) are necessary to maintain the Disputed Claims Reserve, and (f) are necessary to pay Allowed Claims in Class 1 through Class 7. Notwithstanding anything to the contrary contained in this paragraph, the Claimant Trustee shall exercise reasonable efforts to make initial distributions within six months of the Effective Date, and the Oversight Board may not prevent such initial distributions unless upon a unanimous vote of the Oversight Board. The Claimant Trustee may otherwise distribute all Claimant Trust Assets on behalf of the Claimant Trust in accordance with this Agreement and the Plan at such time or times as the Claimant Trustee is directed by the Oversight Board.

(b) At the request of the Reorganized Debtor, subject in all respects to the provisions of this Agreement, the Claimant Trustee shall distribute Cash to the Reorganized Debtor, as Distribution Agent with respect to Claims in Class 1 through 7, sufficient to satisfy Allowed Claims in Class 1 through Class 7.

(c) All proceeds of Claimant Trust Assets shall be distributed in accordance with the Plan and this Agreement.

6.2 Manner of Payment or Distribution. All distributions made by the Claimant Trustee on behalf of the Claimant Trust to the Claimant Trust Beneficiaries shall be payable by the Claimant Trustee directly to the Claimant Trust Beneficiaries of record as of the twentieth (20th) day prior to the date scheduled for the distribution, unless such day is not a Business Day, then such date or the distribution shall be the following Business Day, but such distribution shall be deemed to have been completed as of the required date.

6.3 Delivery of Distributions. All distributions under this Agreement to any Claimant Trust Beneficiary shall be made, as applicable, at the address of such Claimant Trust Beneficiary (a) as set forth on the Schedules filed with the Bankruptcy Court or (b) on the books and records

of the Debtor or their agents, as applicable, unless the Claimant Trustee has been notified in writing of a change of address pursuant to Section 5.6 hereof.

6.4 Disputed Claims Reserves. There will be no distributions under this Agreement or the Plan on account of Disputed Claims pending Allowance. The Claimant Trustee will maintain a Disputed Claims Reserve as set forth in the Plan and will make distributions from the Disputed Claims Reserve as set forth in the Plan.

6.5 Undeliverable Distributions and Unclaimed Property. All undeliverable distributions and unclaimed property shall be treated in the manner set forth in the Plan.

6.6 De Minimis Distributions. Distributions with a value of less than \$100 will be treated in accordance with the Plan.

6.7 United States Claimant Trustee Fees and Reports. **After the Effective Date, the Claimant Trust shall pay as a Claimant Trust Expense, all fees incurred under 28 U.S.C. § 1930(a)(6) by reason of the Claimant Trust's disbursements until the Chapter 11 Case is closed. After the Effective Date, the Claimant Trust shall prepare and serve on the Office of the United States Trustee such quarterly disbursement reports for the Claimant Trust as required by the Office of the United States Trustee Office for as long as the Chapter 11 Case remains open.**

ARTICLE VII. TAX MATTERS

7.1 Tax Treatment and Tax Returns.

(a) It is intended for the initial transfer of the Claimant Trust Assets to the Claimant Trust to be treated as a grantor trust for federal income tax purposes (and foreign, state, and local income tax purposes where applicable) as if the Debtor transferred the Claimant Trust Assets (other than the amounts set aside in the Disputed Claim Reserve, if the Claimant Trustee makes the election described below) to the Claimant Trust Beneficiaries and then, immediately thereafter, the Claimant Trust Beneficiaries transferred the Claimant Trust Assets to the Claimant Trust. Consistent with such treatment, (i) it is intended that the Claimant Trust will be treated as a grantor trust for federal income tax purposes (and foreign, state, and local income tax purposes where applicable), (ii) it is intended that the Claimant Trust Beneficiaries will be treated as the grantors of the Claimant Trust and owners of their respective share of the Claimant Trust Assets for federal income tax purposes (and foreign, state, and local income tax purposes where applicable). The Claimant Trustee shall file all federal income tax returns (and foreign, state, and local income tax returns where applicable) for the Claimant Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a).

(b) The Claimant Trustee shall determine the fair market value of the Claimant Trust Assets as of the Effective Date and notify the applicable Beneficiaries of such valuation, and such valuation shall be used consistently by all parties for all federal income tax purposes.

(c) The Claimant Trustee may file an election pursuant to Treasury Regulation 1.468B-9(c) to treat the Disputed Claims Reserve as a disputed ownership fund, in which case the

Claimant Trustee will file federal income tax returns and pay taxes for the Disputed Claim Reserve as a separate taxable entity.

7.2 Withholding. The Claimant Trustee may withhold from any amount distributed from the Claimant Trust to any Claimant Trust Beneficiary such sum or sums as are required to be withheld under the income tax laws of the United States or of any state or political subdivision thereof. Any amounts withheld pursuant hereto shall be deemed to have been distributed to and received by the applicable Beneficiary. As a condition to receiving any distribution from the Claimant Trust, the Claimant Trustee may require that the Beneficiary provide such holder's taxpayer identification number and such other information and certification as may be deemed necessary for the Claimant Trustee to comply with applicable tax reporting and withholding laws. If a Beneficiary fails to comply with such a request within one year, such distribution shall be deemed an unclaimed distribution and treated in accordance with Section 6.5(b) of this Agreement.

ARTICLE VIII. **STANDARD OF CARE AND INDEMNIFICATION**

8.1 Standard of Care. None of the Claimant Trustee, acting in his capacity as the Claimant Trustee or in any other capacity contemplated by this Agreement or the Plan, the Delaware Trustee, acting in its capacity as Delaware Trustee, the Oversight Board, or any current or any individual Member, solely in their capacity as Members of the Oversight Board, shall be personally liable to the Claimant Trust or to any Person (including any Claimant Trust Beneficiary) in connection with the affairs of the Claimant Trust, unless it is ultimately determined by order of the Bankruptcy Court or, if the Bankruptcy Court either declines to exercise jurisdiction over such action, or cannot exercise jurisdiction over such action, such other court of competent jurisdiction that the acts or omissions of any such Claimant Trustee, Delaware Trustee, Oversight Board, or Member constituted fraud, willful misconduct, or gross negligence. The employees, agents and professionals retained by the Claimant Trust, the Claimant Trustee, Delaware Trustee, Oversight Board, or individual Member shall not be personally liable to the Claimant Trust or any other Person in connection with the affairs of the Claimant Trust, unless it is ultimately determined by order of the Bankruptcy Court or, if the Bankruptcy Court either declines to exercise jurisdiction over such action, or cannot exercise jurisdiction over such action, such other court of competent jurisdiction that such acts or omissions by such employee, agent, or professional constituted willful fraud, willful misconduct or gross negligence. None of the Claimant Trustee, Delaware Trustee, Oversight Board, or any Member shall be personally liable to the Claimant Trust or to any Person for the acts or omissions of any employee, agent or professional of the Claimant Trust or Claimant Trustee taken or not taken in good faith reliance on the advice of professionals or, as applicable, with the approval of the Bankruptcy Court, unless it is ultimately determined by order of the Bankruptcy Court or, if the Bankruptcy Court either declines to exercise jurisdiction over such action, or cannot exercise jurisdiction over such action, such other court of competent jurisdiction that the Claimant Trustee, Delaware Trustee, Oversight Board, or Member acted with gross negligence or willful misconduct in the selection, retention, or supervision of such employee, agent or professional of the Claimant Trust.

8.2 Indemnification. The Claimant Trustee (including each former Claimant Trustee), WTNA in its individual capacity and as Delaware Trustee, the Oversight Board, and all past and present Members (collectively, in their capacities as such, the "Indemnified Parties") shall be

indemnified by the Claimant Trust against and held harmless by the Claimant Trust from any losses, claims, damages, liabilities or expenses (including, without limitation, attorneys' fees, disbursements, and related expenses) to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought or threatened against any of the Indemnified Parties in their capacity as Claimant Trustee, Delaware Trustee, Oversight Board, or Member, or in connection with any matter arising out of or related to the Plan, this Agreement, or the affairs of the Claimant Trust, unless it is ultimately determined by order of the Bankruptcy Court or other court of competent jurisdiction that the Indemnified Party's acts or omissions constituted willful fraud, willful misconduct, or gross negligence. If the Indemnified Party becomes involved in any action, proceeding, or investigation in connection with any matter arising out of or in connection with the Plan, this Agreement or the affairs of the Claimant Trust for which an indemnification obligation could arise, the Indemnified Party shall promptly notify the Claimant Trustee and/or Oversight Board, as applicable; provided, however, that the failure of an Indemnified Party to promptly notify the Claimant Trustee and/or Oversight Board of an indemnification obligation will not excuse the Claimant Trust from indemnifying the Indemnified Party unless such delay has caused the Claimant Trust material harm. The Claimant Trust shall pay, advance or otherwise reimburse on demand of an Indemnified Party the Indemnified Party's reasonable legal and other defense expenses (including, without limitation, the cost of any investigation and preparation and attorney fees, disbursements, and other expenses related to any claim that has been brought or threatened to be brought) incurred in connection therewith or in connection with enforcing his or her rights under this Section 8.2 as a Claimant Trust Expense, and the Claimant Trust shall not refuse to make any payments to the Indemnified Party on the assertion that the Indemnified Party engaged in willful misconduct or acted in bad faith; provided that the Indemnified Party shall be required to repay promptly to the Claimant Trust the amount of any such advanced or reimbursed expenses paid to the Indemnified Party to the extent that it shall be ultimately determined by Final Order that the Indemnified Party engaged in willful fraud, willful misconduct, or gross negligence in connection with the affairs of the Claimant Trust with respect to which such expenses were paid; provided, further, that any such repayment obligation shall be unsecured and interest free. The Claimant Trust shall indemnify and hold harmless the employees, agents and professionals of the Claimant Trust and Indemnified Parties to the same extent as provided in this Section 8.2 for the Indemnified Parties. For the avoidance of doubt, the provisions of this Section 8.2 shall remain available to any former Claimant Trustee, WTNA in its individual capacity and as Delaware Trustee, or Member or the estate of any decedent Claimant Trustee or Member, solely in their capacities as such. The indemnification provided hereby shall be a Claimant Trust Expense and shall not be deemed exclusive of any other rights to which the Indemnified Party may now or in the future be entitled to under the Plan or any applicable insurance policy. The failure of the Claimant Trust to pay or reimburse an Indemnified Party as required under this Section 8.2 shall constitute irreparable harm to the Indemnified Party and such Indemnified Party shall be entitled to specific performance of the obligations herein. The terms of this Section 8.2 shall survive the termination of this Agreement and the resignation or removal of any Indemnified Party.

8.3 No Personal Liability. Except as otherwise provided herein, neither of the Trustees nor Members of the Oversight Board shall be subject to any personal liability whatsoever, whether in tort, contract, or otherwise, to any Person in connection with the affairs of the Claimant Trust to the fullest extent provided under Section 3803 of the Delaware Statutory Trust Act, and all Persons asserting claims against the Claimant Trustee, Litigation Trustee, or any Members, or

otherwise asserting claims of any nature in connection with the affairs of the Claimant Trust, shall look solely to the Claimant Trust Assets for satisfaction of any such claims.

8.4 Other Protections. To the extent applicable and not otherwise addressed herein, the provisions and protections set forth in Article IX of the Plan will apply to the Claimant Trust, the Claimant Trustee, the Litigation Trustee, and the Members.

ARTICLE IX. TERMINATION

9.1 Duration. The Trustees, the Claimant Trust, and the Oversight Board shall be discharged or dissolved, as the case may be, at such time as: (a) the Litigation Trustee determines that the pursuit of Estate Claims is not likely to yield sufficient additional proceeds to justify further pursuit of such Estate Claims, (b) the Claimant Trustee determines that the pursuit of Causes of Action (other than Estate Claims) is not likely to yield sufficient additional proceeds to justify further pursuit of such Causes of Action, (c) the Claimant Trustee determines that the pursuit of sales of other Claimant Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit of such sales of Claimant Trust Assets, (d) all objections to Disputed Claims and Equity Interests are fully resolved, (e) the Reorganized Debtor is dissolved, and (f) all Distributions required to be made by the Claimant Trustee to the Claimant Trust Beneficiaries under the Plan have been made, but in no event shall the Claimant Trust be dissolved later than three years from the Effective Date unless the Bankruptcy Court, upon motion made within the six-month period before such third anniversary (and, in the event of further extension, by order of the Bankruptcy Court, upon motion made at least six months before the end of the preceding extension), determines that a fixed period extension (not to exceed two years, together with any prior extensions) is necessary to facilitate or complete the recovery on, and liquidation of, the Claimant Trust Assets.

9.2 Distributions in Kind. Upon dissolution of the Claimant Trust, any remaining Claimant Trust Assets that exceed the amounts required to be paid under the Plan will be transferred (in the sole discretion of the Claimant Trustee) in Cash or in-kind to the Holders of the Claimant Trust Interests as provided in the Claimant Trust Agreement.

9.3 Continuance of the Claimant Trustee for Winding Up. After dissolution of the Claimant Trust and for purpose of liquidating and winding up the affairs of the Claimant Trust, the Claimant Trustee shall continue to act as such until the Claimant Trustee's duties have been fully performed. Prior to the final distribution of all remaining Claimant Trust Assets, the Claimant Trustee shall be entitled to reserve from such assets any and all amounts required to provide for the Claimant Trustee's own costs and expenses, including a reserve to fund any potential indemnification or similar obligations of the Claimant Trust, until such time as the winding up of the Claimant Trust is completed. Upon the dissolution of the Claimant Trust and completion of the winding up of the assets, liabilities and affairs of the Claimant Trust pursuant to the Delaware Statutory Trust Act, the Claimant Trustee shall prepare, execute and file a certificate of cancellation with the State of Delaware to terminate the Claimant Trust pursuant to Section 3810 of the Delaware Statutory Trust Act (such date upon which the certificate of cancellation is filed shall be referred to as the "Termination Date"). If the Delaware Trustee's signature is required for purposes of filing such certificate of cancellation, the Claimant Trustee shall provide the Delaware

Trustee with written direction to execute such certificate of cancellation, and the Delaware Trustee shall be entitled to conclusively and exclusively rely upon such written direction without further inquiry. Upon the Termination date, the Claimant Trustee shall retain for a period of two (2) years, as a Claimant Trust Expense, the books, records, Claimant Trust Beneficiary lists, and certificated and other documents and files that have been delivered to or created by the Claimant Trustee. At the Claimant Trustee’s discretion, all of such records and documents may, but need not, be destroyed at any time after two (2) years from the Termination Date.

9.4 Termination of Duties. Except as otherwise specifically provided herein, upon the Termination Date of the Claimant Trust, the Claimant Trustee, the Oversight Board and its Members shall have no further duties or obligations hereunder.

9.5 No Survival. The rights of Claimant Trust Beneficiaries hereunder shall not survive the Termination Date, provided that such Claimant Trust Beneficiaries are provided with notice of such Termination Date.

ARTICLE X.
AMENDMENTS AND WAIVER

The Claimant Trustee, with the consent of a simple majority of the Oversight Board, may amend this Agreement to correct or clarify any non-material provisions. This Agreement may not otherwise be amended, supplemented, otherwise modified, or waived in any respect except by an instrument in writing signed by the Claimant Trustee and with the unanimous approval of the Oversight Board, and the approval of the Bankruptcy Court, after notice and a hearing; provided that the Claimant Trustee must provide the Oversight Board with prior written notice of any non-material amendments, supplements, modifications, or waivers of this Agreement. No amendment or waiver of this Agreement that adversely affects the Delaware Trustee shall be effective unless the Delaware Trustee has consented thereto in writing in its sole and absolute discretion.

ARTICLE XI.
MISCELLANEOUS

11.1 Trust Irrevocable. Except as set forth in this Agreement, establishment of the Claimant Trust by this Agreement shall be irrevocable and shall not be subject to revocation, cancellation or rescission by the Claimant Trust Beneficiaries.

11.2 Bankruptcy of Claimant Trust Beneficiaries. The dissolution, termination, bankruptcy, insolvency or other similar incapacity of any Claimant Trust Beneficiary shall not permit any creditor, trustee, or any other Claimant Trust Beneficiary to obtain possession of, or exercise legal or equitable remedies with respect to, the Claimant Trust Assets.

11.3 Claimant Trust Beneficiaries have No Legal Title to Claimant Trust Assets. No Claimant Trust Beneficiary shall have legal title to any part of the Claimant Trust Assets.

11.4 Agreement for Benefit of Parties Only. Nothing herein, whether expressed or implied, shall be construed to give any Person other than the Claimant Trustee, Oversight Board, and the Claimant Trust Beneficiaries any legal or equitable right, remedy or claim under or in

respect of this Agreement. The Claimant Trust Assets shall be held for the sole and exclusive benefit of the Claimant Trust Beneficiaries.

11.5 Notices. All notices, directions, instructions, confirmations, consents and requests required or permitted by the terms hereof shall, unless otherwise specifically provided herein, be in writing and shall be sent by first class mail, facsimile, overnight mail or in the case of mailing to a non-United States address, air mail, postage prepaid, addressed to:

(a) If to the Claimant Trustee:

Claimant Trustee
c/o Highland Capital Management, L.P.
100 Crescent Court, Suite 1850
Dallas, Texas 75201

With a copy to:

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd, 13th Floor
Los Angeles, CA 90067
Attn: Jeffrey Pomerantz (jpomerantz@pszjlaw.com)
Ira Kharasch (ikharasch@pszjlaw.com)
Gregory Demo (gdemo@pszjlaw.com)

(b) If to the Delaware Trustee:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890
Attn: Corporate Trust Administration/David Young
Email: nmarlett@wilmingtontrust.com
Phone: (302) 636-6728
Fax: (302) 636-4145

Notice mailed shall be effective on the date mailed or sent. Any Person may change the address at which it is to receive notices under this Agreement by furnishing written notice pursuant to the provisions of this Section 11.5 to the entity to be charged with knowledge of such change.

11.6 Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in another jurisdiction.

11.7 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

11.8 Binding Effect, etc. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Claimant Trust, the Claimant Trustee, and the Claimant Trust Beneficiaries, and their respective successors and assigns. Any notice, direction, consent, waiver or other instrument or action by any Claimant Trust Beneficiary shall bind its successors and assigns.

11.9 Headings; References. The headings of the various Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

11.10 Governing Law. This Agreement shall in all respects be governed by, and construed in accordance with the laws of the State of Delaware, including all matters of constructions, validity and performance.


11.11 Consent to Jurisdiction. Each of the parties hereto, each Member (solely in their capacity as Members of the Oversight Board), and each Claimant Trust Beneficiary consents and submits to the exclusive jurisdiction of the Bankruptcy Court for any action or proceeding instituted for the enforcement and construction of any right, remedy, obligation, or liability arising under or by reason of this Agreement, the Plan or any act or omission of the Claimant Trustee (acting in his capacity as the Claimant Trustee or in any other capacity contemplated by this Agreement or the Plan), Litigation Trustee (acting in his capacity as the Litigation Trustee or in any other capacity contemplated by this Agreement or the Plan), the Oversight Board, or any individual Member (solely in their capacity as Members of the Oversight Board); *provided, however,* that if the Bankruptcy Court either declines to exercise jurisdiction over such action or cannot exercise jurisdiction over such action, such action may be brought in the state or federal courts located in the Northern District of Texas.

11.12 Transferee Liabilities. The Claimant Trust shall have no liability for, and the Claimant Trust Assets shall not be subject to, any claim arising by, through or under the Debtor except as expressly set forth in the Plan or in this Agreement. In no event shall the Claimant Trustee or the Claimant Trust Beneficiaries have any personal liability for such claims. If any liability shall be asserted against the Claimant Trust or the Claimant Trustee as the transferee of the Claimant Trust Assets on account of any claimed liability of, through or under the Debtor or Reorganized Debtor, the Claimant Trustee may use such part of the Claimant Trust Assets as may be necessary to contest any such claimed liability and to pay, compromise, settle or discharge same on terms reasonably satisfactory to the Claimant Trustee as a Claimant Trust Expense.


[Remainder of Page Intentionally Blank]

IN WITNESS HEREOF, the parties hereto have caused this Claimant Trust Agreement to be duly executed by their respective officers thereunto duly authorized on the day and year first written above.

Highland Capital Management, L.P.

By: 
James P. Seery, Jr.
Chief Executive Officer and
Chief Restructuring Officer

Claimant Trustee

By: 
James P. Seery, Jr., not individually but
solely in his capacity as the Claimant Trustee

Wilmington Trust, National Association,
as Delaware Trustee

By: 
Name: Neumann Marlett
Title: Bank Officer

EXHIBIT 2

PACHULSKI STANG ZIEHL & JONES LLP
 Jeffrey N. Pomerantz (CA Bar No. 143717) (*admitted pro hac vice*)
 John A. Morris (NY Bar No. 2405397) (*admitted pro hac vice*)
 Gregory V. Demo (NY Bar No. 5371992) (*admitted pro hac vice*)
 Hayley R. Winograd (NY Bar No. 5612569) (*admitted pro hac vice*)
 10100 Santa Monica Blvd., 13th Floor
 Los Angeles, CA 90067
 Telephone: (310) 277-6910
 Facsimile: (310) 201-0760

HAYWARD PLLC
 Melissa S. Hayward (TX Bar No. 24044908)
 MHayward@HaywardFirm.com
 Zachery Z. Annable (TX Bar No. 24053075)
 ZAnnable@HaywardFirm.com
 10501 N. Central Expy, Ste. 106
 Dallas, TX 75231
 Telephone: (972) 755-7100
 Facsimile: (972) 755-7110

Counsel for the Reorganized Debtor and the Highland Claimant Trust

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

In re:	§	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., ¹	§	Case No. 19-34054-sgj11
Reorganized Debtor.	§	

**NOTICE OF FILING OF
 THE CURRENT BALANCE SHEET OF THE HIGHLAND CLAIMANT TRUST**

PLEASE TAKE NOTICE that, pursuant to the Court’s *Order (A) Continuing Hearing on Motion to Stay and to Compel Mediation [Dkt. 3752]* and *(B) Directing Certain Actions in Advance of Continued Hearing [Docket No. 3870]*, Highland Capital Management, L.P., the reorganized debtor in the above-captioned bankruptcy case, and the Highland Claimant Trust hereby file the

¹ The last four digits of the Reorganized Debtor’s taxpayer identification number are 8357. The headquarters and service address for the Reorganized Debtor is 100 Crescent Court, Suite 1850, Dallas, TX 75201.



current balance sheet attached hereto as **Exhibit A** showing the general categories of assets and liabilities of the Highland Claimant Trust, subject to the accompanying notes.

[Remainder of Page Intentionally Left Blank]

Dated: July 6, 2023

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No. 143717)
John A. Morris (NY Bar No. 2405397)
Gregory V. Demo (NY Bar No. 5371992)
Hayley R. Winograd (NY Bar No. 5612569)
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Email: jpomerantz@pszjlaw.com
jmorris@pszjlaw.com
gdemo@pszjlaw.com
hwinograd@pszjlaw.com

-and-

HAYWARD PLLC

/s/ Zachery Z. Annable

Melissa S. Hayward
Texas Bar No. 24044908
MHayward@HaywardFirm.com
Zachery Z. Annable
Texas Bar No. 24053075
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, Texas 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

*Counsel for the Reorganized Debtor and
the Highland Claimant Trust*

EXHIBIT A

Highland Claimant Trust
Summarized Consolidated Balance Sheet ⁽¹⁾
As of May 31, 2023

The accompanying notes are integral to understanding this balance sheet
 (Estimated and unaudited, \$ in millions)

	Balance per books	adjustments (see notes)	Adjusted balance
Assets			
Cash and equivalents	\$ 13	\$ -	\$ 13
Disputed claims reserve ⁽²⁾	12	-	12
Other restricted cash	12	-	12
Investments ⁽³⁾	118	(12) ⁽⁶⁾	106
Notes receivable, net ⁽⁴⁾	86	(83) ⁽⁴⁾	3
Other assets	6	-	6
Total assets	\$ 247	\$ (95)	\$ 152
Liabilities			
Secured and other debt	\$ -	\$ -	\$ -
Distribution payable ⁽²⁾	12	-	12
Additional indemnification reserves	-	90 ⁽⁵⁾	90
Other liabilities	15	13 ⁽⁵⁾	28
Total liabilities ⁽⁵⁾	\$ 27	\$ 103	\$ 130
Book/adjusted book equity (see accompanying notes) ⁽⁵⁾	220	(198)	22
Total liabilities and book/adjusted book equity	\$ 247	\$ (95)	\$ 152
Supplemental Info: ⁽⁷⁾			
Sum of remaining allowed Class 8 Trust Beneficiaries, excluding interest	\$ 27		
Sum of remaining allowed Class 9 Trust Beneficiaries, excluding interest	99		
Sum of face amount of pending Class 8/9 potential Trust Beneficiaries, excluding interest	13		
Sub-total	\$ 139		

{SEE ACCOMPANYING NOTES ON THE FOLLOWING PAGE}

The information contained in this summarized consolidated balance sheet (the "Summary") is based on estimates, and therefore should not be relied upon, as actual results may differ materially from the estimates contained herein.

This Summary is neither an offer nor a solicitation of an offer to buy or sell securities.

Information contained herein is not indicative of, nor does it guarantee, future results. The information contained in this Summary is based on matters as they exist as of the date of preparation and not as of any future date. Valuations do not reflect performance in different economic or market cycles and there can be no assurances that valuations will be achieved. Trust Beneficiaries may experience materially different results and outcomes.

Highland Claimant Trust
Summarized Consolidated Balance Sheet ⁽¹⁾
As of May 31, 2023

Notes:

(1) This presentation is not in accordance with US GAAP and is unaudited, but has nevertheless been prepared in good faith and with the intention of providing the reader with a comprehensive understanding of the remaining assets and liabilities of the Highland Claimant Trust, Highland Capital Management, LP, HCMLP GP LLC, and Highland Litigation Trust (the "Consolidated Entities"). These entities have each been aggregated on a stand-alone basis, with intercompany amounts eliminated. Funds and entities that may otherwise be consolidated by one or more of the Consolidated Entities under US GAAP are not fully consolidated and rather are included solely at their equity value. For example, if Highland Capital Management, LP is a 20% investor in a managed fund with assets of \$100 million and liabilities of zero that would normally require consolidation under US GAAP, the presentation contained herein reflects an investment of \$20 million as opposed to fully consolidating the \$100 million fund and reflecting minority interest of \$80 million. The value of the Highland Indemnity Trust is not included herein. As of May 31, 2023, \$35 million has been funded to the Highland Indemnity Trust. Highland Indemnity Trust beneficiaries are Claimant Trust Indemnified Parties. Any unused assets remaining after satisfying indemnification obligations will be transferred to the Highland Claimant Trust or otherwise be distributed to the Claimant Trust Beneficiaries in accordance with the Indemnity Trust Agreement. For presentation purposes, it is assumed that outstanding indemnification obligations will consume the entirety of the Highland Indemnity Trust. Further, no current recovery amount has been ascribed to the "Kirschner Adversary" as all such value is considered to be contingent, nor have any liabilities been reserved for various success fees payable to professionals associated with the Kirschner Adversary or any other litigations. Such liabilities are also contingent in nature.

(2) Amounts already authorized for distribution, but reserved in the Disputed Claims Reserve related to resolution of pending disputed claims.

(3) Value reflected herein consists primarily of ownership in private funds and subsidiaries, valued using NAV as the practical expedient, public & private investments (including residual sale escrows), valued at fair value, and SE Multifamily Holdings, LLC, valued using book equity value as of the most recent financials received. See note 6 for further information. There is substantial risk and uncertainty with respect to the timing and ultimate cash value to be received from monetizations of these investments and such value could ultimately be materially impacted by actual monetizations.

(4) Book amounts reflect principal amounts outstanding on various notes, without discount, adjustment, or estimates of future costs of collection, with two exceptions. The first exception is to the note receivable from Hunter Mountain Investment Trust for which over \$90 million of principal and interest is currently due, payable, and in default. These notes are a component of the "Kirschner Adversary" which is currently stayed. These principal and interest amounts are fully reserved based on the assumption that Hunter Mountain Investment Trust has no other assets other than a contingent, unvested interest in the Highland Claimant Trust. That assumption is subject to change. The second exception relates to the note receivable from Highland Select Equity Master Fund, LP. This amount is fully reserved based on the pendency of the Ch. 7 proceeding for Highland Select Equity Master Fund, LP and the minimal remaining value of Highland Select Equity Master Fund, LP's assets, which is expected to be further consumed (at least in part) by trustee and professional fees. Aside from these exceptions, approximately \$65 million of these principal amounts (further described below) are subject to ongoing litigation with various note counterparties who are contesting the validity of their obligations. These disputed amounts are contained within the "Balance per books" column herein without discount or adjustment. While the makers have asserted defenses, Highland believes they are meritless and is confident that judgments will ultimately be entered in Highland's favor. However, based on Mr. Dondero's history of failing to satisfy judgments entered against his affiliates by others (e.g., UBS, the Redeemer Committee, Joshua Terry, and Patrick Daugherty), the effect of complete non-payment of principal is reflected in the "adjustments" column, which also assumes non-payment of the currently performing \$18 million note receivable from The Dugaboy Investment Trust. Ultimate recoveries from these notes could differ materially from the current principal outstanding depending on the outcome of the pending litigation and no recovery can be assured. Accrued interest is captured in the "Other assets" line item, subject to the exceptions discussed within this footnote. While there is currently a report & recommendation from the bankruptcy court for summary judgment, plus costs of collection, no costs of collection are reflected as assets on this balance sheet, so would be incremental. The estimated amount of such costs of collections are over \$3 million.

Detail of note principal amounts subject to report & recommendations of the bankruptcy court, currently pending in district court (excludes accrued interest):

Note Maker	Principal O/S	Comments
NexPoint Advisors, LP	\$ 25	Consists of a single note
NexPoint Real Estate Partners, LLC	12	fka HCRE Partners, LLC; five underlying notes comprise balance
NexPoint Asset Management, LP	11	fka Highland Capital Management Fund Advisors, LP; four underlying notes comprise balance
James Dondero	10	Three underlying notes comprise balance
Highland Capital Management Services, Inc.	7	Five underlying notes comprise balance
Sub-total	\$ 65	

(5) The book equity amount reflects a multitude of estimates including, but not limited to the value of investments and collectability of notes receivable. For book purposes, no contingent liabilities or indemnification reserves have been recorded as liabilities that would reduce book equity, notwithstanding that it is currently expected that there will be a) a need to maintain further highly material indemnification reserves; and b) further incurrence of springing contingent liabilities if distribution milestones are achieved. The amount of further incremental indemnification reserves are currently expected to exceed \$90 million, and may ultimately be greater, which will be required to be funded (at least in part) prior to any further material distributions to Trust Beneficiaries. In the absence of a global settlement that, among other things, fully and finally releases all Claimant Trust Indemnified Parties, Highland believes the additional indemnification reserves are required because, among other reasons, (a) based on the so-called "Dondero exclusion," insurance is likely to remain cost-prohibitive and/or unsatisfactory, leaving the Claimant Trust and Indemnity Trust assets as the sole sources of funding for indemnity obligations, (b) approximately twenty (20) matters are being actively litigated in at least 9 different forums; and (c) based on history, new litigation can be expected. Any unused assets remaining after satisfaction of indemnity obligations will be distributed as required by the Indemnity Trust Agreement. The amount of incremental springing contingent liabilities are expected to range from \$5 million to \$15 million, which are exclusive of various success fees associated with recoveries under the "Kirschner Adversary" and others. No reserves have been accrued for any current, pending, or threatened litigation brought by any Dondero-related parties. Lastly, it is expected that the trust and its subsidiaries will operate at an operating loss prospectively. The corresponding information in the "adjustments" column above is an estimate of the effects of these incremental indemnification reserves and contingent liabilities, but does not assume any expected future operating cash burn, which is expected to be significant.

(6) The value of SE Multifamily Holdings LLC maintained on this balance sheet is \$15.7 million, which is a component of the "Investments" line item and is based on a several years state book-basis balance sheet. Notwithstanding Dondero-entities' previous disclosures of this interest at values of \$20 million and \$12 million, Highland also received interest from Dondero to acquire the interest for \$3.8 million, among other assets. The purpose of this adjustment is to assume that the holding could be monetized at the lower \$3.8 million level, which would result in a \$11.9 million decrease to Highland's book equity if it were hypothetically transacted at that level. Highland has initiated proceedings in Delaware to receive books and records relating to SE Multifamily Holdings LLC, for which it has the contractual right and has been seeking for approximately a year, but for which Dondero-controlled entities have not provided to date.

(7) Amounts described herein represent the face amounts of outstanding allowed and pending claims. The pending claim amounts do not include amounts that are the subject of various appeals or that are unliquidated. The allowed and pending claims (along with accrued interest) could ultimately be satisfied in part or in full using 1) the assets of the disputed claims reserve, 2) the residual amount of cash in the indemnity trust after satisfying all indemnification obligations, and 3) the residual amount of cash remaining after monetizing all other non-cash assets and paying liabilities and future expenses.

The information contained in this summarized consolidated balance sheet (the "Summary") is based on estimates, and therefore should not be relied upon, as actual results may differ materially from the estimates contained herein.

This Summary is neither an offer nor a solicitation of an offer to buy or sell securities.

Information contained herein is not indicative of, nor does it guarantee, future results. The information contained in this Summary is based on matters as they exist as of the date of preparation and not as of any future date. Valuations do not reflect performance in different economic or market cycles and there can be no assurances that valuations will be achieved. Trust Beneficiaries may experience materially different results and outcomes.

EXHIBIT 3

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

In re:	§	
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	Chapter 11
	§	
Debtor.	§	Case No. 19-34054-sgj11
<hr/>		
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
	§	
Plaintiff,	§	Civ. Act. No. 3:21-cv-00881-X
	§	
v.	§	
NEXPOINT ASSET MANAGEMENT, L.P. (F/K/A HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P.), et al.,	§	(Consolidated with 3:21-cv-00880- X; 3:21-cv-01010-X; 3:21-cv-01360-X; 3:21-cv-01362-X; 3:21-cv-01378-X; 3:21-cv-01379-X; 3:21-cv-03207-X; 3:22-cv-0789-X)
	§	
Defendants.	§	

**ORDER GRANTING JOINT AGREED EMERGENCY MOTION FOR ORDER
 APPROVING STIPULATION FOR THE BONDING OF JUDGMENTS AND
STAYS OF EXECUTIONS PENDING APPEALS**

Upon consideration of the Parties' *Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Execution Pending Appeals* (the "Motion"),¹ the Court hereby finds that the Motion should be GRANTED as set forth below. Accordingly,

IT IS HEREBY ORDERED that:

1. The Motion is **GRANTED** in its entirety.

¹ Capitalized terms not defined in this Order shall have the meanings ascribed to them in the Motion.




2. The Parties' entry into the Binding Bonding Agreement, a copy of which is attached hereto as **Exhibit A**, is hereby **APPROVED**.

3. The Parties are directed to comply with each and every term of the Binding Bonding Agreement.

4. The deposit of any amounts required by the Binding Bonding Agreement into the Court Registry will be done in each case in accordance with Miscellaneous Order No. 45, entered by the U.S. District Court of the Northern District of Texas on October 7, 1997 (the "Misc. Order"). For the avoidance of doubt, this Order shall constitute the Court's express order authorizing the deposit or transfer of funds into the Court Registry as required by the terms of the Misc. Order, and the Clerk of Court shall accept this Order as the requisite order of the Court permitting the deposit or transfer of funds into the Court Registry.

5. This Court shall have and retain jurisdiction over all disputes arising out of or otherwise concerning the interpretation and enforcement of this Order.

IT IS SO ORDERED this 3rd day of August, 2023.



THE HONORABLE BRANTLEY STARR
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT A

Binding Bonding Agreement

This Binding Bonding Agreement (“*Agreement*”) is entered into by and between Highland Capital Management, L.P. (“*Highland*”) and James Dondero, NexPoint Asset Management, L.P., NexPoint Advisors, L.P., NexPoint Real Estate Partners, LLC, and Highland Capital Management Services, Inc. (the “*Judgment Debtors*”) (along with Highland, collectively the “*Parties*”) with respect to judgments entered in US Dist. Court Case No. 3:21-cv-00881-X and its consolidated cause numbers (the “*Judgments*” in the “*District Court Case*”).

RECITALS

WHEREAS, as of July 31, 2023, the Judgments entered in the District Court Case on July 6, 2023, total \$68,902,707.24 (“*Combined Judgment Amount*”), inclusive of principal, pre- and post-judgment interest, and awarded fees and expenses;

WHEREAS, Highland and the Judgment Debtors dispute the finality of certain of the Judgments;

WHEREAS, Highland may execute upon the Judgments thirty (30) days after the entry of a final Judgment, unless the United States District Court for the Northern District of Texas (the “*District Court*”) orders otherwise;

WHEREAS, the Judgment Debtors may stay execution of such Judgments by providing a supersedeas bond in conformance with the District Court’s rules (“*Bond*”) for each Judgment Debtor;

WHEREAS, the Parties seek to avoid the motion practice, expense, and harm caused by execution of the Judgments;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. The Parties will request the District Court to enter separate judgments (“*Individual Judgment Amount*”) for each Judgment Debtor against each respective Judgment Debtor as follows (which the parties agree to consolidate for the purposes of appeal). Each Judgment Debtor shall Bond in the amount of 111% of its Individual Judgment Amount (“*Individual Bond Amount*”) as set forth below (the Individual Bond Amounts collectively the “*Combined Bond Amount*”):

Party	Individual Judgment Amount	Individual Bond Amount
NexPoint Asset Management, L.P.	\$3,628,692.37	\$4,027,848.53

NexPoint Asset Management, L.P.	\$8,441,524.65	\$9,370,092.36
NexPoint Advisors, L.P.	\$25,849,816.94	\$28,693,296.80
NexPoint Real Estate Partners, LLC	\$13,251,661.00	\$14,709,343.70
Highland Capital Management Services, Inc.	\$7,578,620.41	\$8,412,268.66
James Dondero	\$10,152,391.87	\$11,269,154.90
Total	\$68,902,707.24	\$76,482,004.95

2. The Judgment Debtors shall Bond the Combined Bond Amount according to the following schedule (“*Bonding Schedule*”):

Date ¹	Additional Bonded Amount	Combined Bonded Amount
August 11, 2023	\$30,000,000.00	\$30,000,000.00
August 18, 2023	\$10,000,000.00	\$40,000,000.00
August 25, 2023	\$10,000,000.00	\$50,000,000.00
September 8, 2023	\$10,000,000.00	\$60,000,000.00
October 11, 2023	\$16,482,004.95	\$76,482,004.95

3. In substitution for posting Bond, if, and only if, the registry of the District Court is willing to accept USD\$ cash in lieu of a Bond conforming with the rules of the District Court, a Judgment Debtor may post cash as security to an interest-bearing account (if the registry maintains such an account) with the Registry of the District Court (“*Cash Security*”). For all purposes under this Agreement, including calculation of the Combined Bonded Amount under the Bonding Schedule, a Judgment Debtor shall be credited as having posted a Bond equivalent to 111% of all amounts posted as Cash Security only if (a) the interest rate payable on such Cash Security by the registry of the District Court is equal to or greater than the 5.35% Federal Judgment Rate applicable to the Judgments (or, if less, the “Top-up Interest” is paid as described in footnote 2 below) and (b) all interest paid on the Cash Security becomes part of the Cash Security and remains in the Registry of the District Court and available to satisfy the Judgments. If the Registry of the District Court is not willing to accept a Cash Security or does not accrue and apply interest to the Cash Security as required by the immediately preceding sentence hereof, the Judgment Debtor must post the required amount in the form of a supersedeas Bond consistent with the Federal Rules of Civil Procedure and the Local Rules for the District Court. Consistent with the foregoing,

¹ For avoidance of doubt, failure to post the required Combined Bond Amount by the calendar dates set forth in the Bonding Schedule will constitute a default permitting the plaintiffs to immediately begin enforcement and collection proceedings for the unbonded amounts then outstanding against each and every Judgment Debtor, unless the parties otherwise agree and adjust the Bonding Schedule, or the District Court extends the stay of execution. If at least \$60 million in Bond (or the equivalent required amount in cash) has been posted on or before September 8, 2023, the parties will work in good faith to negotiate a fair and equitable schedule for completing Bonding if it cannot be completed by October 11, 2023; if Highland rejects the proposal of the remaining Judgment Debtors, Highland may begin collection efforts if Judgment Debtors have not obtained a stay of execution within 7 days of such rejection.

interest generated by any acceptable USD\$ cash deposit to the Registry of the District Court shall be treated as part of the Bond with respect to the right of collection after finalization of appeals.²

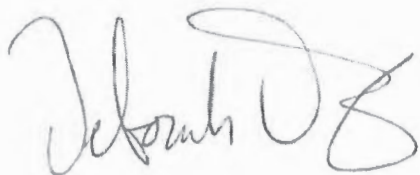
4. Upon posting of (a) Bond or (b) if acceptable to the Registry of the District Court, Cash Security in substitution of a Bond, the Judgment Debtors shall notify Highland in writing to counsel of record of the Judgment Debtor(s) on whose behalf such Bond or Cash Security was posted and the amount of Combined Bond Amount posted for the purposes of satisfaction of the Bonding Schedule. Except as set forth in footnote 1, failure to post the required Combined Bond Amount by the calendar date above shall constitute an event of default permitting Highland to immediately begin enforcement and collection proceedings for the unbonded amounts against each Judgment Debtor.
5. Each of the Judgment Debtors hereby represents and warrants on its own behalf that it has not since January 1, 2023, engaged in any Fraudulent Transfers. For the purposes of this Agreement, "Fraudulent Transfer" shall have its meaning as defined in 11 U.S.C. §§ 544, 548.
6. None of the Judgment Debtors shall transfer any of its assets with a value of over \$100,000 in one or a series of related transactions (an "*Asset Transfer*"), without providing five days (5) written notice to Highland (the "*Notice*") except that Notice is not required for (i) ordinary and customary payments to vendors, employees, contractors, or consultants, including for any bonuses that are already scheduled in the current compensation schedule, all consistent with recent past practice; (ii) payments made pursuant to the terms of a contract executed and effective prior to January 1, 2023 (payments under paragraph 6(i) and (ii) are referred to as "*Ordinary Course Payments*"), or (iii) transfers and transactions made for the purpose of bonding the Judgments. Notwithstanding the foregoing, other than with respect to Ordinary Course Payments being made pursuant to already existing written agreements, the Judgment Debtors *shall* provide Notice to Highland of all contemplated Asset Transfers between or among any Judgment Debtor, on the one hand, and any of Mr. Dondero or Scott Ellington or either of their immediate families or either of their affiliated entities (including Highgate Consulting Group, Inc., d/b/a Skyview Group ("*Skyview*")), on the other (any such contemplated Asset Transfer, an "*Insider Transaction*"). For the avoidance of doubt, items such as contractual payments to Skyview and its employees, scheduled bonus amounts, and medical reimbursements are not required to be disclosed to Highland so long as they otherwise constitute Ordinary Course Payments. While Notice of all other Insider Transactions is required, the Parties do not intend to restrict Asset

² As set forth above, the interest rate for by the deposit of Cash Security must be equal to or greater than the 5.35% statutory post-judgment interest rate applicable to the Judgments. In the event that the Cash Security interest rate available at the Registry of the District Court is less than the statutory 5.35% post-judgment interest rate applicable to the Judgments, each the Judgment Debtor shall post additional Cash Security or post additional Bond in the amount of the dollar difference between the Cash Security interest rate payable at the Registry of the District Court (as applied to the Judgments) and the 5.35% post-judgment statutory interest rate applicable to the Judgments ("*Top-Up Interest*"). Top-Up Interest must be deposited with the Registry of the District Court and added to the Cash Security on the first business day of each month. Failure to timely deposit Top-Up Interest shall be an event of default hereunder permitting Highland to immediately begin enforcement and collection proceedings for the unbonded amounts against each Judgment Debtor.

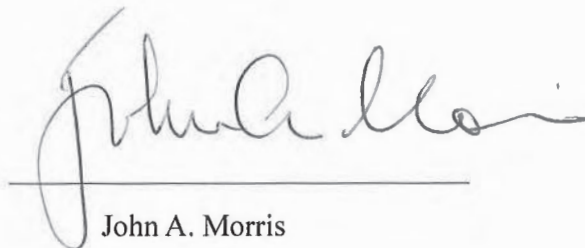
Transfers made as Ordinary Course Payments. The provisions of this Paragraph 6 shall expire (a) for each Judgment Debtor upon the posting of a Bond or Cash Security for its Individual Bond Amount or (b) upon the complete satisfaction of the Bonding Schedule. If Highland objects in writing to any Asset Transfer or Insider Transaction, the proposed transaction(s) may only be pursued if Highland has not moved on shortened notice and as expedited a basis as the District Court will accommodate for injunctive or other relief within 5 days of written notice of a Judgment Debtor's objection to Highland's objection (the Parties all hereby consent to having a motion under this provision heard on shortened notice or on an emergency basis), and such period has not been extended pursuant to a written agreement between the parties or by the Court upon good cause shown.

7. Prior to completion of the Bonding Schedule, and promptly following execution of this Agreement and entry of an order of the District Court approving this Agreement (and in any event on or before August 11, 2023), the Judgment Debtors shall grant (or cause to be granted) to Highland properly perfected, first-priority security interests (the "*Liens*") in collateral collectively up to the amount of \$76.4 million ("*Interim Collateral*"). To the extent the Liens are perfected through the filing of a UCC-1, the Liens will be recorded with UCC-1 filings in Dallas County, Texas, and in the state of incorporation/formation of the debtor listed in the applicable UCC-1. Each Lien shall be released with respect to each Judgment Debtor as each Judgment Debtor posts a Bond or Cash Security equal to its Individual Bond Amount in accordance with this Agreement as follows: upon approval by the District Court of any Bond or Cash Security equal to an Individual Bond Amount, Highland shall release its lien and security interest on Interim Collateral in the amount of such Bond or Cash Security with respect to the asset of the particular Judgment Debtor posting such Bond or Cash Security.
8. So long as the Judgment Debtors are in strict compliance with the Bonding Schedule (time being of the essence), and paragraphs 6 and 7 concerning Interim Collateral, Highland shall take no action to execute upon the Judgments.
9. Upon execution of this Agreement, the Parties agree that they shall immediately submit this Agreement to the District Court as a stipulation to be entered on the District Court Case docket and approved by the Court.

AGREED BY COUNSEL TO THE PARTIES TO THIS AGREEMENT:



Deborah Deitsch-Perez



John A. Morris

Counsel to the Judgement Debtors

Counsel to Highland

Deborah Deitsch-Perez
Michael P. Aigen
STINSON LLP
3102 Oak Lawn Avenue, Suite 777
Dallas, Texas 75219-4259
Telephone: (214) 560-2201
Facsimile: (214) 560-2203
Email: Deborah.deitschperez@stinson.com
Email: Michael.aigen@stinson.com

Counsel for Defendants

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

In re:	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	Chapter 11
Debtor.	§	Case No. 19-34054-sgj11
<hr/>		
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
Plaintiff,	§	Civ. Act. No. 3:21-cv-00881-X
v.	§	(Consolidated with 3:21-cv-00880-X, 3:21-cv-01010-X, 3:21-cv-01378-X, 3:21-cv-01379-X)
HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P., et al.	§	
Defendants.	§	

NOTICE OF BONDING

PLEASE TAKE NOTICE that, on August 8, 2023, in accordance with the terms of the Binding Bonding Agreement attached as Exhibit A to Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals, as well as the Amended Final Judgments against the Judgment Debtors at Dkts

143-145 and 147, Defendants NexPoint Asset Management, L.P.; NexPoint Advisors, L.P.; and Highland Capital Management Services, Inc., tendered bond to the Treasury Registry for the United States District Court for the Northern District of Texas. Proof of payment is attached hereto as Exhibit 1.

Dated: August 10, 2023

Respectfully submitted,

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez
State Bar No. 24036072
Michael P. Aigen
State Bar No. 24012196
STINSON LLP
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
(214) 560-2201 telephone
(214) 560-2203 facsimile
Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

Counsel for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on August 10, 2023, a true and correct copy of the foregoing document was served via the Court's CM/ECF system on all parties registered to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez

Exhibit 1

U.S. District Court

Texas Northern - Dallas

THIS IS A COPY

AMENDED RECEIPT

Receipt Date: Aug 8, 2023 2:56PM

Rcpt. No: 300007043

Trans. Date: Aug 8, 2023 2:56PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321cv000881 /01 FBO: Nexpoint Asset Management LP	1	6000000.00	6000000.00

CD	Tender	Amt
CH	Check #046304 08/8/2023	\$6,000,000.00
Total Due Prior to Payment:		\$6,000,000.00
Total Tendered:		\$6,000,000.00
Total Cash Received:		\$0.00
Cash Change Amount:		\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:18 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:19 PM
Correction Reason: 03) Incorrect Case/Party Number

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

U.S. District Court

Texas Northern - Dallas

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AMENDED RECEIPT

Receipt Date: Aug 8, 2023 3:01PM

Rcpt. No: 300007048

Trans. Date: Aug 8, 2023 3:01PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	Dtxn321cv000881 /01 FBO: Nexpoint Advisors LP	1	18798654.37	18798654.37

CD	Tender			Amt
CH	Check	#046302	08/8/2023	\$18,798,654.37
Total Due Prior to Payment:				\$18,798,654.37
Total Tendered:				\$18,798,654.37
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:12 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:12 PM
Correction Reason: 03) Incorrect Case/Party Number

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

U.S. District Court

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AMENDED RECEIPT

Receipt Date: Aug 8, 2023 2:59PM

Rcpt. No: 300007046

Trans. Date: Aug 8, 2023 2:59PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	Dtxn321cv000881 /01 FBO: Nexpoint Asset Management LP	1	6070217.02	6070217.02

CD	Tender			Amt
CH	Check	#046305	08/8/2023	\$6,070,217.02
Total Due Prior to Payment:				\$6,070,217.02
Total Tendered:				\$6,070,217.02
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:29 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:29 PM
Correction Reason: 04) Incorrect Remitter

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

U.S. District Court

Texas Northern - Dallas

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AMENDED RECEIPT

Receipt Date: Aug 8, 2023 3:07PM

Rcpt. No: 300007052

Trans. Date: Aug 8, 2023 3:07PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	Dtxn321cv000881 /01 FBO: Nexpoint Advisors LP	1	921379.59	921379.59

CD	Tender			Amt
CH	Check	#046303	08/8/2023	\$921,379.59
Total Due Prior to Payment:				\$921,379.59
Total Tendered:				\$921,379.59
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:31 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:31 PM
Correction Reason: 07) Incorrect FBO 03) Incorrect Case/Party Number

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

U.S. District Court

Texas Northern - Dallas

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AMENDED RECEIPT

Receipt Date: Aug 8, 2023 3:04PM

Rcpt. No: 300007050

Trans. Date: Aug 8, 2023 3:04PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321cv000881 /01 FBO: Nexpoint Advisors LP	1	6129782.98	6129782.98

CD	Tender			Amt
CH	Check	#046306	08/8/2023	\$6,129,782.98
Total Due Prior to Payment:				\$6,129,782.98
Total Tended:				\$6,129,782.98
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:30 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:30 PM
Correction Reason: 07) Incorrect FBO

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

U.S. District Court

Texas Northern - Dallas

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AMENDED RECEIPT

Receipt Date: Aug 8, 2023 2:15PM

Rcpt. No: 300007029

Trans. Date: Aug 8, 2023 2:15PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DDTX321cv000881 /01 FBO: Highland Capital Management Services Inc	1	7578620.41	7578620.41

CD	Tender			Amt
CH	Check	#046300	08/8/2023	\$7,578,620.41
Total Due Prior to Payment:				\$7,578,620.41
Total Tendered:				\$7,578,620.41
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:21 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:22 PM
Correction Reason: 03) Incorrect Case/Party Number

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

Deborah Deitsch-Perez
 Michael P. Aigen
 STINSON LLP
 3102 Oak Lawn Avenue, Suite 777
 Dallas, Texas 75219-4259
 Telephone: (214) 560-2201
 Facsimile: (214) 560-2203
 Email: Deborah.deitschperez@stinson.com
 Email: Michael.aigen@stinson.com

Counsel for Defendants

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

In re:	§	
	§	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
	§	Case No. 19-34054-sgj11
Debtor.	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
	§	
Plaintiff,	§	Civ. Act. No. 3:21-cv-00881-X
	§	
v.	§	(Consolidated with 3:21-cv-00880-X, 3:21-cv-01010-X, 3:21-cv-01378-X, 3:21-cv-01379-X)
HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P., et al.	§	
	§	
Defendants.	§	

NOTICE OF BONDING

PLEASE TAKE NOTICE that, on August 24, 2023, in accordance with the terms of the Binding Bonding Agreement attached as Exhibit A to Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals, as well as the Amended Final Judgments against the Judgment Debtors at Dkts.



146 and 148, Defendants NexPoint Real Estate Partners LLC (f/k/a HCRE Partners LLC) and James Dondero tendered bond to the Treasury Registry for the United States District Court for the Northern District of Texas. Proof of payment is attached hereto as Exhibit 1.

Dated: August 28, 2023

Respectfully submitted,

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez
State Bar No. 24036072
Michael P. Aigen
State Bar No. 24012196
STINSON LLP
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
(214) 560-2201 telephone
(214) 560-2203 facsimile
Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

Counsel for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on August 28, 2023, a true and correct copy of the foregoing document was served via the Court's CM/ECF system on all parties registered to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez

EXHIBIT 1

Generated: Aug 24, 2023 1:48PM

Page 1/1

U.S. District Court

Texas Northern - Dallas

Receipt Date: Aug 24, 2023 1:48PM

Rcpt. No: 300007302

Trans. Date: Aug 24, 2023 1:48PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321CV000881 /001 HIGHLAND CAPITAL MGMT SERVICES INC FBO: Nextpoint Real Estate Partners LLC	1	13251661.00	13251661.00

CD	Tender			Amt
CH	Check	#046362	08/24/2023	\$13,251,661.00
Total Due Prior to Payment:				\$13,251,661.00
Total Tendered:				\$13,251,661.00
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

Generated: Aug 24, 2023 1:51PM

Page 1/1

U.S. District Court

Texas Northern - Dallas

Receipt Date: Aug 24, 2023 1:51PM

Rcpt. No: 300007303

Trans. Date: Aug 24, 2023 1:51PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321CV000881 /001 HIGHLAND CAPITAL MGMT SERVICES INC FBO: James Dondero	1	1248339.00	1248339.00

CD	Tender	#	Date	Amt
CH	Check	#046361	08/24/2023	\$1,248,339.00
Total Due Prior to Payment:				\$1,248,339.00
Total Tendered:				\$1,248,339.00
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

Deborah Deitsch-Perez
 Michael P. Aigen
 STINSON LLP
 3102 Oak Lawn Avenue, Suite 777
 Dallas, Texas 75219-4259
 Telephone: (214) 560-2201
 Facsimile: (214) 560-2203
 Email: Deborah.deitschperez@stinson.com
 Email: Michael.aigen@stinson.com

Counsel for Defendants

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

In re:	§	
	§	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
	§	Case No. 19-34054-sgj11
Debtor.	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
	§	Civ. Act. No. 3:21-cv-00881-X
Plaintiff,	§	
	§	(Consolidated with 3:21-cv-00880-X, 3:21-cv-01010-X, 3:21-cv-01378-X, 3:21-cv-01379-X)
v.	§	
HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P., et al.	§	
	§	
Defendants.	§	

NOTICE OF BONDING

PLEASE TAKE NOTICE that, on October 4, 2023, in accordance with the terms of the Binding Bonding Agreement attached as Exhibit A to Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals [Dkt 149], as well as the Amended Final Judgments against the Judgment

Debtors [Dkts. 143-148], Defendants James Dondero, NexPoint Real Estate Partners LLC (f/k/a HCRE Partners LLC), NexPoint Asset Management LP, NexPoint Advisors LP, and Highland Capital Management Services, Inc. tendered top-up interest payments to the Treasury Registry for the United States District Court for the Northern District of Texas. Proof of payment is attached hereto as Exhibit 1.

Dated: October 4, 2023

Respectfully submitted,

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

State Bar No. 24036072

Michael P. Aigen

State Bar No. 24012196

STINSON LLP

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

(214) 560-2201 telephone

(214) 560-2203 facsimile

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on October 4, 2023, a true and correct copy of the foregoing document was served via the Court's CM/ECF system on all parties registered to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

EXHIBIT 1

U.S. District Court

Texas Northern - Dallas

Receipt Date: Oct 4, 2023 9:24AM

Rcpt. No: 300008032

Trans. Date: Oct 4, 2023 9:24AM

Cashier ID: #AC

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321CV000881 /005 JAMES DONDERO FBO: James Dondero	1	435.76	435.76
701	Treasury Registry	DTXN321CV000881 Nextpoint Real Estate Partners FBO: Nextpoint Real Estate Partners	1	4625.75	4625.75
701	Treasury Registry	DTXN321CV000881 /003 NEXPOINT ASSET MGMT LP FBO: Nextpoint Asset Management	1	4213.34	4213.34
701	Treasury Registry	DTXN321CV000881 /002 NEXPOINT ADVISORS LP FBO: Nextpoint Advisors	1	9023.37	9023.37
701	Treasury Registry	DTXN321CV000881 /001 HIGHLAND CAPITAL MGMT SERVICES INC FBO: Highland Capital Management	1	2645.46	2645.46

CD	Tender			Amt
CH	Check	#046437	10/3/2023	\$20,943.68
Total Due Prior to Payment:				\$20,943.68
Total Tendered:				\$20,943.68
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

Deborah Deitsch-Perez
 Michael P. Aigen
 STINSON LLP
 3102 Oak Lawn Avenue, Suite 777
 Dallas, Texas 75219-4259
 Telephone: (214) 560-2201
 Facsimile: (214) 560-2203
 Email: Deborah.deitschperez@stinson.com
 Email: Michael.aigen@stinson.com

Counsel for Defendants

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

In re:	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	Chapter 11
Debtor.	§	Case No. 19-34054-sgj11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
Plaintiff,	§	Civ. Act. No. 3:21-cv-00881-X
v.	§	(Consolidated with 3:21-cv-00880-X, 3:21-cv-01010-X, 3:21-cv-01378-X, 3:21-cv-01379-X)
HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P., et al.	§	
Defendants.	§	

NOTICE OF BONDING

PLEASE TAKE NOTICE that, on October 12, 2023, in accordance with the terms of the Binding Bonding Agreement attached as Exhibit A to Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals [Dkt 149], as well as the Amended Final Judgments against James Dondero [Dkt.



148], Defendant James Dondero tendered bond to the Treasury Registry for the United States District Court for the Northern District of Texas. Proof of payment is attached hereto as Exhibit 1.

Dated: October 12, 2023

Respectfully submitted,

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez
State Bar No. 24036072
Michael P. Aigen
State Bar No. 24012196
STINSON LLP
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
(214) 560-2201 telephone
(214) 560-2203 facsimile
Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

Counsel for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on October 12, 2023, a true and correct copy of the foregoing document was served via the Court's CM/ECF system on all parties registered to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez

EXHIBIT 1

U.S. District Court

Texas Northern - Dallas

Receipt Date: Oct 12, 2023 4:16PM

James Dondero

Rcpt. No: 300008175

Trans. Date: Oct 12, 2023 4:16PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321CV000881 /005 JAMES DONDERO FBO: James Dondero	1	8904052.87	8904052.87

CD	Tender			Amt
CH	Check	#046450	10/12/2023	\$8,904,052.87
Total Due Prior to Payment:				\$8,904,052.87
Total Tendered:				\$8,904,052.87
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

Deborah Deitsch-Perez
 Michael P. Aigen
 STINSON LLP
 3102 Oak Lawn Avenue, Suite 777
 Dallas, Texas 75219-4259
 Telephone: (214) 560-2201
 Facsimile: (214) 560-2203
 Email: Deborah.deitschperez@stinson.com
 Email: Michael.aigen@stinson.com

Counsel for Defendants

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

In re:	§	
	§	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
	§	Case No. 19-34054-sgj11
Debtor.	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
	§	Civ. Act. No. 3:21-cv-00881-X
Plaintiff,	§	
	§	(Consolidated with 3:21-cv-00880-X, 3:21-cv-01010-X, 3:21-cv-01378-X, 3:21-cv-01379-X)
v.	§	
HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P., et al.	§	
	§	
Defendants.	§	

NOTICE OF BONDING

PLEASE TAKE NOTICE that, on November 1, 2023, in accordance with the terms of the Binding Bonding Agreement attached as Exhibit A to Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals [Dkt 149], as well as the Amended Final Judgments against the Judgment

Debtors [Dkts. 143-148], Defendants James Dondero, NexPoint Real Estate Partners LLC (f/k/a HCRE Partners LLC), NexPoint Asset Management LP, NexPoint Advisors LP, and Highland Capital Management Services, Inc. tendered top-up interest payments to the Treasury Registry for the United States District Court for the Northern District of Texas. Proof of payment is attached hereto as Exhibit 1.

Dated: November 1, 2023

Respectfully submitted,

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

State Bar No. 24036072

Michael P. Aigen

State Bar No. 24012196

STINSON LLP

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

(214) 560-2201 telephone

(214) 560-2203 facsimile

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on November 1, 2023, a true and correct copy of the foregoing document was served via the Court's CM/ECF system on all parties registered to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

EXHIBIT 1

Generated: Nov 1, 2023 1:49PM

Page 1/1

U.S. District Court

Texas Northern - Dallas

Receipt Date: Nov 1, 2023 1:49PM

Rcpt. No: 300008516

Trans. Date: Nov 1, 2023 1:49PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321CV000881 /005 JAMES DONDERO FBO: James Dondero	1	3798.75	3798.75
701	Treasury Registry	DTXN321CV000881 FBO: Nextpoint Real Estate Partners LLC	1	5275.40	5275.40
701	Treasury Registry	DTXN321CV000881 /003 NEXPOINT ASSET MGMT LP FBO: NexPoint Asset Management LP	1	4701.90	4701.90
701	Treasury Registry	DTXN321CV000881 /002 NEXPOINT ADVISORS LP	1	10069.64	10069.64
701	Treasury Registry	DTXN321CV000881 /001 HIGHLAND CAPITAL MGMT SERVICES INC	1	2952.20	2952.20

CD	Tender	#	Date	Amt
CH	Check	#046504	11/1/2023	\$26,797.89
Total Due Prior to Payment:				\$26,797.89
Total Tendered:				\$26,797.89
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

EXHIBIT A



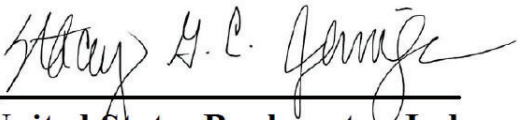
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed June 22, 2024


United States Bankruptcy Judge

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

In re:

HIGHLAND CAPITAL MANAGEMENT, L.P.,

Reorganized Debtor.

Chapter 11

Case No. 19-34054-sgj

**ORDER EXTENDING STAY OF CONTESTED MATTER
[DOCKET NO. 4000]**

Having considered (a) *Highland's Motion to Stay Contested Matter [Dkt No. 4000] or for Alternative Relief [Docket No. 4013]* (the "Motion"),¹ filed by Highland Capital Management, L.P. ("HCMLP"), the reorganized debtor in the above-referenced bankruptcy case, and the Highland Claimant Trust (the "Trust," and together with HCMLP, "Highland"); (b) *James P. Seery, Jr.'s Joinder to Highland Capital Management, L.P.'s Motion to Stay Contested Matter [Dkt No. 4000] or for Alternative Relief and Emergency Motion to Expedite Hearing on Motion*

¹ Capitalized terms not defined herein shall take on the meaning ascribed to them in the Motion.



for Stay [Docket No. 4019], filed by James P. Seery, Jr.; (c) *Hunter Mountain Investment Trust's Response in Opposition to Highland's Motion to Stay Contested Matter [Dkt No. 4000]* or for *Alternative Relief* [Docket No. 4022], filed by Hunter Mountain Investment Trust ("HMIT")"; (d) *Hunter Mountain Investment Trust's Supplement to Response to Motion to Stay* [Docket No. 4087], filed by HMIT; (e) the arguments heard at the hearing on the Motion on June 12, 2024 (the "Hearing"); and (f) all prior proceedings relating to this matter, including (i) the *Order Granting in Part Highland's Motion to Stay Contested Matter* [Docket No. 4033] (the "First Stay Order"), pursuant to which all proceedings in connection with the *Motion for Leave to File a Delaware Complaint* [Docket No. 4000] (the "Motion for Leave") were stayed (the "Stay") until the Court issued an order determining *The Highland Parties' Motion to Dismiss Complaint to (I) Compel Disclosures About the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of those Assets, and (B) Nature of Plaintiffs' Interests in the Claimant Trust* [Adv. Proc. 23-03038-sgj, Docket No. 13]; (ii) the Court's *Memorandum Opinion and Order Granting Motion to Dismiss Adversary Proceeding in Which Contingent Interest Holders in Chapter 11 Plan Trust Seek a Post-Confirmation Valuation of Trust Assets* [*id.* at Docket No. 27] (the "Dismissal Order"); (iii) HMIT's pending appeal of the Dismissal Order [*id.* at Docket No. 30] (the "Dismissal Appeal"); and (iv) HMIT's pending appeal of the Court's *Memorandum Opinion and Order Pursuant to Plan "Gatekeeper Provision" and Pre-Confirmation "Gatekeeper Orders": Denying Hunter Mountain Investment Trust's Emergency Motion for Leave to File Verified Adversary Proceeding* [Docket No. 3903] (the "Order Denying Leave"), [*see* Case 3:23-cv-02071-E] (the "Appeal of Order Denying Leave," and together with the Dismissal Appeal, the "Appeals"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant

to 28 U.S.C. § 1409; and this Court having found that Highland's notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and, this Court having determined that the legal and factual bases set forth in the Motion establish good cause for the relief granted herein for the reasons set forth on the record during the Hearing; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Stay is hereby extended until a court of competent jurisdiction enters final, non-appealable orders resolving the Appeals (the "Resolution Orders");
2. HMIT is directed to seek a further status conference in connection with the Motion for Leave within ten (10) days of the entry of the Resolution Orders;
3. The Court shall retain exclusive jurisdiction with respect to all matters arising from or relating to the implementation, interpretation, and enforcement of this Order.

###End of Order###

EXHIBIT B

STINSON LLP

Deborah Deitsch-Perez

Michael P. Aigen

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for Hunter Mountain Investment Trust

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

In re

HIGHLAND CAPITAL MANAGEMENT, L.P.,

Reorganized Debtor.

§
§
§
§
§
§
§

Chapter 11

Case No. 19-34054-sgj11

MOTION FOR LEAVE TO FILE AN INTERLOCUTORY APPEAL

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I. PRELIMINARY STATEMENT

To avoid consideration on the merits of Hunter Mountain Investment Trust’s (“HMIT’s”) well-founded motion for leave (“Motion for Leave”) to bring suit in Delaware (“Delaware Complaint”) to remove James P. Seery, Jr. (“Seery”) as Trustee of the Highland Capital Management, L.P. Claimant Trust (“Claimant Trust”), the reorganized debtor in this chapter 11 case (“HCMLP”), and the Claimant Trust (collectively, “Highland”) filed a motion (“Motion to Stay”) requesting the Court to indefinitely stay all proceedings in connection with HMIT’s Motion for Leave.¹ In short, Highland is attempting to insulate Seery from having to justify his misconduct as Trustee to the Delaware court tasked with protecting Delaware trusts from conflicted and hostile trustees. The Bankruptcy Court granted Highland’s motion for an indefinite stay pending appeal despite Highland’s failure to meet the requisite standard (“Bankruptcy Court Stay Order”). As explained below, the Bankruptcy Court Stay Order constitutes a ruling on controlling questions of law on which there is substantial ground for difference of opinion, and an immediate appeal of the order will materially advance the ultimate termination of the litigation. Thus,

¹ Highland’s Motion to Stay Contested Matter [Dk No. 4000] or for Alternative Relief, Dkt. 4013, dated January 16, 2024, annexed hereto as **Exhibit 7**, at ¶ 13 (App. 382). Additionally, Seery filed a Joinder to Highland Capital Management, L.P.’s Motion to Stay Contested Matter [Dkt. No 4000] or for Alternative Relief and Emergency Motion to Expedite Hearing on Motion for Stay (“Seery Joinder”), Dkt. 4019, dated January 22, 2024, annexed hereto as **Exhibit 8** (App. 385-387).

this Court should grant this motion for leave seeking permission to file an interlocutory appeal to review the decision of the Bankruptcy Court Stay Order.

II. STATEMENT OF FACTS

On January 1, 2024, HMIT filed its Motion for Leave,² seeking to file the Delaware Complaint³ under the gatekeeping provision of the Fifth Amended Plan of Highland Capital Management, L.P. (as modified). The Delaware Complaint seeks to remove Seery because he has breached his fiduciary duties, including his duty of loyalty, by, among other things, using an exorbitant portion of Claimant Trust assets to fund a separate indemnity sub-trust (set up to pay his own legal expenses), and hold still other funds in reserve, rather than using those funds to pay the claims of Claimant Trust beneficiaries. The only plausible explanation for Seery’s refusal to pay the Class 8 and 9 creditors (comprising holders of unsecured claims) in full is an effort to prevent the holders of contingent interests (former equity holders in HCMLP) (the “Contingent Interest Holders”)—including HMIT—from being recognized as vested beneficiaries under terms of the Claimant Trust Agreement (“CTA”), an action that is clearly not in the best interests of the unsecured creditors or equity (*i.e.*, Classes 8, 9, 10, and 11).⁴

² Motion for Leave to File a Delaware Complaint, Dkt. 4000, dated January 1, 2024, annexed hereto as **Exhibit 6** (App. 237-375).

³ *Id.* at Dkt. 4000-1 (App. 277-293).

⁴ *Id.* at pp. 23-29 (App. 265-271).

As set forth in HMIT's Motion for Leave, HMIT has standing to pursue Seery's removal because it is actually "in the money" or, alternatively, should be recognized as being "in the money" with the rights of a vested beneficiary because Seery's failure to declare HMIT's status as such breaches his duty of good faith and fair dealing.⁵ HMIT also has standing as an intended contingent beneficiary under Delaware law.⁶ However, it is Seery's actions as a fiduciary, not the valuation of estate itself, that is the core of the claim to be asserted under the Motion for Leave.

Rather than substantively responding to HMIT's Motion for Leave, Highland filed a motion to stay the contested matter in an effort to delay proceedings despite the clear potential for irreparable harm to HMIT ("Motion to Stay").⁷ Seery joined Highland's motion to stay.⁸ Highland argued in its Motion to Stay that all proceedings related to the Motion for Leave should be indefinitely stayed until entry of a final, non-appealable order in a separately filed adversary proceeding commenced by The Dugaboy Investment Trust ("Dugaboy") and HMIT (the "Valuation Proceeding").⁹

⁵ *Id.* at pp. 18-19 (App. 260-261). Pursuant to the Claimant Trust Agreement, upon paying all Class 8 and Class 9 unsecured creditors in full with interest, Seery is bound to file a "GUC Certification" declaring that the Contingent Interest Holders' claims are vested. *Id.*

⁶ *Id.* at pp. 16-22 (App. 258-264).

⁷ See generally **Exhibit 7** (App. 376-384).

⁸ **Exhibit 8** (App. 385-387).

⁹ *Dugaboy Investment Trust, et al v. Highland Capital Management, L.P., et al*, Adv. Proc. No. 23-03038-sgj (Bankr. N.D. Tex.), Complaint to (I) Compel Disclosures about the Assets of the Highland Claimant Trust and (II) Determine (A) Relativity Value of those Assets, and (B) Nature of Plaintiffs' Interests in the Claimant Trust, Dkt. 1, dated May 10, 2023, annexed hereto as **Exhibit 2** (the "Valuation Complaint") (App. 040-068).

In the Valuation Proceeding, Dugaboy and HMIT seek a determination by the Bankruptcy Court of the value of the estate and an accounting of the assets held by the Claimant Trust. Highland moved to dismiss the Valuation Proceeding, arguing, among other things, that both Dugaboy and HMIT lack standing because they are purportedly not beneficiaries of the Claimant Trust.¹⁰ Highland alternatively argued that the claims in the Valuation Proceeding should be dismissed because: (1) the Court lacks subject matter jurisdiction, (2) HMIT improperly seeks an advisory opinion, (3) the claims are barred by collateral estoppel, and (4) the claims fail as a matter of law.¹¹ Dugaboy and HMIT opposed the motion to dismiss.¹²

Highland argued in its Motion to Stay that the Motion for Leave should be indefinitely stayed until the Valuation Proceeding is finally concluded, including appeals, because a ruling on whether HMIT is a beneficiary of the Claimant Trust in the Valuation Proceeding will “necessarily dispose” of the Motion for Leave. Highland also argued that a stay will not harm HMIT because a stay will not force HMIT to “wait any time for that issue to be litigated.”¹³ Highland’s argument is incorrect for two primary reasons. First, HMIT will be prejudiced by an indefinite

¹⁰ Memorandum of Law in Support of Highland Capital Management L.P. and the Highland Claimant Trust’s Motion to Dismiss Complaint, Adv. Proc. 23-03038, Dkt. 14, dated November 22, 2023 (“Motion to Dismiss”), annexed hereto as **Exhibit 4**, at p. 3 (App. 182).

¹¹ *See id.*

¹² The Dugaboy Investment Trust and Hunter Mountain Investment Trust’s Response to the Highland Parties’ Motion to Dismiss Complaint, Adv. Proc. 23-03038, Dkt. 17, dated December 29, 2023, annexed hereto as **Exhibit 5** (App. 206-236).

¹³ **Exhibit 7** at pp. 5-6 (App. 381-382).

stay of the Motion for Leave, and Highland will not be harmed by a denial of the requested stay. Second, the standing issues in the Delaware Complaint and the Valuation Proceeding are not identical because the two proceedings assert different bases for the claims asserted in each proceeding.

On January 31, 2024, the Bankruptcy Court ordered that all proceedings in connection with the Motion for Leave be temporarily stayed pending its ruling on Highland's Motion to Dismiss the Valuation Proceeding and a status conference in connection with the Motion to Stay. On May 24, 2024, the Court issued its Memorandum Opinion and Order granting the motion to dismiss the Valuation Proceeding.¹⁴ In that order, the Bankruptcy Court dismissed the Valuation Complaint under Rule 12(b)(6) based on its finding that Dugaboy could not prove any set of facts that would demonstrate that it had a right to the information it sought in the Valuation Proceeding.¹⁵ On June 12, 2024, the Court held a status conference to hear arguments related to the stay requested by Highland.

In its June 24, 2024 order (which was signed on June 22, 2024), the subject of this motion for leave to appeal, the Bankruptcy Court granted Highland's Motion to Stay "until a court of competent jurisdiction enters final, non-appealable orders

¹⁴ Memorandum Opinion and Order Granting Motion to Dismiss Adversary Proceeding in which Contingent Interest Holders in Chapter 11 Plan Trust Seek a Post-Confirmation Valuation of Trust Assets, Adv. Proc. 23-03038, Dkt. 26, dated May 24, 2024, annexed hereto as **Exhibit 9** (App. 388-424).

¹⁵ *Id.* at p. 32 (App. 420).

resolving” the Valuation Proceeding.¹⁶ The Court determined that “the legal and factual bases set forth in the Motion establish good cause for the relief granted.”¹⁷ However, the Court, without further explanation of “good cause,” issued an indefinite stay of the Motion for Leave and extended the stay “until a court of competent jurisdiction enters final, non-appealable orders resolving the Appeals.”¹⁸

The Bankruptcy Court’s order stayed the proceeding not just until the resolution of the Valuation Proceeding, as Highland requested, but also until the resolution of a second proceeding currently under appeal. Specifically, the Bankruptcy Court stayed proceedings until resolution of HMIT’s pending appeal of the Court’s Memorandum Opinion and Order Pursuant to Plan “Gatekeeper Provision” and Pre-Confirmation “Gatekeeper Orders”: Denying Hunter Mountain Investment Trust’s Emergency Motion for Leave to File Verified Adversary Proceeding [Docket No. 3903].¹⁹ In that separate proceeding, HMIT sought leave from the Bankruptcy Court to file an adversary proceeding against Seery under the gatekeeping provisions of HCMLP’s plan of reorganization for, among other things, breaching his fiduciary duties related to post-confirmation claims trades (“Claims

¹⁶ Order Extending Stay of Contested Matter [Docket No. 4000], Dkt. 4104, dated June 24, 2024, annexed hereto as **Exhibit 12**, at p. 3 (App. 507).

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.* at p. 2 (App. 506). The Bankruptcy Court refers to this order as the “Order Denying Leave” in the stay order.

Trading Proceeding”).²⁰ On August 25, 2023, the Bankruptcy Court issued its Order Denying Leave, finding among other things that HMIT lacked standing to pursue its claims in the Claims Trading Proceeding.²¹ HMIT appealed the Order Denying Leave, and the appeal is pending in the District Court.²²

III. ARGUMENT

A. Standard of Review

Under 28 U.S.C. § 158, a district court may hear appeals from a bankruptcy court’s interlocutory orders.²³ Section 158(a)(3) expressly requires leave of the district court to appeal an interlocutory bankruptcy court order.²⁴ While Section 158(a)(3) does not provide a standard for determining when to grant leave, “[d]istrict courts have generally looked to the standard that applies for circuit court review of interlocutory district court orders” found in 28 U.S.C. § 1292.²⁵

The Court, therefore, must determine whether the Bankruptcy Court Stay Order involves (1) a controlling question of law; (2) to which there is substantial

²⁰ Hunter Mountain Investment Trust’s Emergency Motion for Leave to File Verified Adversary [sic] Proceeding, Dkt. 3699, annexed hereto as **Exhibit 1**, at pp. 3-4 (App. 005-006).

²¹ Memorandum Opinion and Order Pursuant to Plan “Gatekeeper Provision” and Pre-Confirmation “Gatekeeper Orders”: Denying Hunter Mountain Investment Trusts’ Emergency Motion for Leave to File Verified Adversary Proceeding, Dkt. 3903, dated August 25, 2023, annexed hereto as **Exhibit 3**, at p. 104 (App. 173).

²² *Hunter Mountain Investment Trust v. Highland Capital Management, L.P., et al*, Case 3:23-CV-02071-E (N.D. Tex.).

²³ Given the lack of clarity in the law about the appropriate mechanism for obtaining review, HMIT files this motion for leave in the alternative to its notice of appeal by right (filed on the same date as this motion) and its petition for writ of mandamus (which will be filed shortly thereafter).

²⁴ 28 U.S.C. § 158(a)(3); *see* Fed. R. Bankr. P. 8004(a).

²⁵ *In re Highland Capital Management, L.P.*, 2021 WL 3772690, at *1 (N.D. Tex. 2021).

ground for difference of opinion; and (3) that an immediate appeal from the order may materially advance the ultimate termination of the litigation.²⁶

B. Arguments for Granting the Motion for Leave to Appeal

1. ***The Bankruptcy Court’s Order Ruled on Controlling Questions of Law***

“Whether an issue of law is *controlling* generally hinges upon its potential to have some impact on the course of litigation. At one end of the continuum, courts have found issues to be controlling if reversal of the district court’s opinion would result in dismissal of the action.”²⁷ At the other end, “an issue is not seen as controlling if its resolution on appeal “would have little or no effect on subsequent proceedings.”²⁸ “Between the extremes, courts have found the issue of whether an interlocutory appeal involves a controlling question of law to be ‘closely tied’ to the requirement that the appeal will materially advance the ultimate termination of the litigation.”²⁹

Here, the Bankruptcy Court Stay Order ruled on a question of controlling law when it indefinitely stayed the proceedings. As set forth below in greater detail, under any of the above standards, whether an indefinite stay is proper is a controlling

²⁶ 28 U.S.C. § 1292(b); *Arparicio v. Swan Lake*, 643 F.2d 1109, 1110 n.2 (5th Cir. 1981).

²⁷ *Ryan v. Flowserve Corp.*, 444 F. Supp. 2d 718, 723 (N.D. Tex. 2006) (quotations omitted).

²⁸ *Id.*

²⁹ *Id.*

question of law because reversal will radically affect the progress of the litigation, and reversal is likely.

The Fifth Circuit has cautioned against granting indefinite stays.³⁰ There is ample case law holding that an order granting an indefinite stay is subject to appellate review when it amounts to an effective dismissal of the underlying suit.³¹ In deciding to grant a stay, a “court must also carefully consider the time reasonably expected for the resolution of the other case.”³² The Fifth Circuit has explained that a stay is “manifestly indefinite” where the “stay hinged on completion” of “bankruptcy proceedings [that] are not likely to conclude in the immediate future.”³³

Here, the Bankruptcy Court failed to correctly address (1) the proper standard in considering the pending appeals and (2) whether the relief sought by HMIT would be available after the indefinite stay. Rather than apply an appropriate standard to consider the timing of pending appeals, the Bankruptcy Court seemed to imply that its primary concern was “judicial economy” rather than the potential for an indefinite stay.³⁴ Second, the Bankruptcy Court’s stay effectively amounts to a dismissal

³⁰ *Coastal (Bermuda) Ltd. v. E.W. Saybolt & Co., Inc.*, 761 F.2d 198, 204, n. 6 (5th Cir. 1983).

³¹ *See, e.g., In re Davis*, 730 F.2d 176 (5th Cir. 1984) (“[S]tay orders will be reversed when they are found to be immoderate or of an indefinite duration.”); *see also CTF Hotel Holdings, Inc. v. Marriot Intern., Inc.*, 381 F.3d 131, 135 (3rd Cir. 2004) (“[W]hen a stay amounts to an effective dismissal of the underlying suit, it may be subject to appellate review.”); *Wheeling-Pittsburgh Steel Corp v. McCune*, 836 F.2d 153, 158 (3rd Cir. 1987) (“Although stay orders are not usually appealable, there is an exception where an indefinite stay order unreasonably delays a plaintiff’s right to have his case heard.”) (quotations omitted).

³² *Davis*, 730 F.2d at 179.

³³ *Id.*

³⁴ June 12, 2024 Hearing Transcript, Dkt. 4091, annexed hereto as **Exhibit 11**, at 34:15; 42:2-45:7 (App. 489; 497-500).

because in the years it may take to resolve the pending appeals, the relief sought by HMIT in the Delaware Complaint will no longer be available. Once the pending appeals wind their way through the appellate courts (and potentially beyond, if any proceedings are necessary on remand), the Claimant Trust will by its terms be dissolved and Seery's duties as Trustee complete. Moreover, because "standing is jurisdictional" and can be challenged "at any time," an indefinite stay to resolve an issue of standing is inappropriate because if there are dispositive rulings in the other cases, the standing issue in the Motion for Leave can be addressed at that time.³⁵

As in *In re Central Louisiana Grain Co-op., Inc.*, "the reversal of the bankruptcy court's order would (1) terminate the action *or* (2) materially affect the outcome of litigation."³⁶ In that case, the district court determined that the availability of insurance funds materially affected the outcome of the litigation because the availability of those funds was the source of the relief being sought.³⁷ Similarly, the Bankruptcy Court Stay Order granting an indefinite stay has the potential to cause irreparable harm to HMIT by depriving HMIT of the relief sought. The Bankruptcy Court Stay Order is therefore a controlling question of law.

³⁵ See *Jamison v. Esurance Ins. Servs., Inc.*, No. 3:15-CV-2484-B, 2016 WL 320646, at *4 (N.D. Tex. Jan. 27, 2016); see also *Alexander v. Navient Sols., Inc.*, No. 5:15-CV-00837-RP, 2016 WL 11588317, at *2 (W.D. Tex. Feb. 19, 2016).

³⁶ 489 B.R. 403, 411-12 (W.D. La. 2013).

³⁷ *Id.*

In sum, the Bankruptcy Court Stay Order—which is effectively a dismissal of the Motion for Leave—is a controlling issue of law because absent intervention, HMIT will be unable to pursue its requested relief. Thus, this question is “closely tied” to materially advancing the ultimate termination of litigation.³⁸

2. *There Are Substantial Grounds for Difference of Opinion on the Issue Decided by the Bankruptcy Court Stay Order*

“Substantial grounds for difference of opinion have been found where all other courts of appeals have reached results contrary to the decision of the lower court ... or the circuits are in dispute and the circuit in which the lower court sits has not decided the issue[.]”³⁹

Here, the Bankruptcy Court Stay Order is contrary to the rulings of the appellate courts concerning the appropriate standard applied to granting a stay. As established by the Supreme Court of the United States,⁴⁰ and as reiterated by the Fifth Circuit, when asked to consider whether to grant a stay of litigation, a court must determine “(1) whether the applicant has made a strong showing of likelihood to succeed on the merits; (2) whether the movant will be irreparably harmed absent a stay; (3) whether issuance of a stay will substantially injure other interested parties;

³⁸ *Flowserve*, 444 F. Supp. 2d at 723 (quotations omitted).

³⁹ *Panda Energy Int’l, Inc. v. Factory Mut. Ins.*, 2011 WL 610016, at *4 (N.D. Tex. Feb. 14, 2011) (internal citations omitted); see also *In re Hallwood Energy, L.P.*, 2013 WL 524418, at *3 (N.D. Tex. 2013) (noting that there is a substantial ground for difference of opinion if “a trial court rules in a manner which appears contrary to the rulings of all Courts of Appeals which have reached the issue, if the circuits are in dispute on the question and the Court of Appeals of the circuit has not spoken on the point, if complicated questions arise under foreign law, or if novel and difficult questions of first impression are presented.”) (internal quotations omitted).

⁴⁰ See *Hilton v. Braunskill*, 481 U.S. 770, 777-78 (1987).

and (4) where the public interest lies.”⁴¹ The applicant’s “burden is a substantial one, as a stay is an ‘extraordinary remedy.’”⁴² “The Supreme Court has characterized the circumstances in which a stay [of litigation] is appropriate as ‘rare.’”⁴³

The Bankruptcy Court erred in determining that Highland met this substantial standard. In addressing the four prong standard, with limited explanation or analysis, the Bankruptcy Court found that “there is a likelihood of success on the merits,” because the Court had “already ruled on this.”⁴⁴ But the court erred in failing to (1) analyze all of the arguments and authority presented by HMIT in its briefing and at the hearing, and (2) hold Highland to its burden on a motion for stay. First, the Bankruptcy Court did not address the authority of *Morris v. Spectra Energy Partners (DE) GP, LP* provided by HMIT demonstrating that standing analysis should be more flexible when a defendant controls the facts giving rise to standing.⁴⁵ In other words, if Seery has acted in a manner to ensure that the Contingent Interest Holders, like HMIT, never become vested beneficiaries under the Claimant Trust Agreement, that is an action that the courts can and should rectify. The Bankruptcy Court did not

⁴¹ *Texas v. United States*, 40 F.4th 205, 215 (5th Cir. 2022) (quoting *Thomas v. Bryant*, 919 F.3d 298, 303 (5th Cir. 2019)); see also *McCoy v. SC Tiger Manor, LLC*, No. CV 19-723-JWD-SDJ, 2022 WL 164537, at *1 (M.D. La. Jan. 18, 2022) (applying these four factors to deny motion to stay pending resolution of related action).

⁴² *Texas v. United States*, 40 F.4th 205, 215 (5th Cir. 2022) (quoting *Thomas v. Bryant*, 919 F.3d 298, 303 (5th Cir. 2019)).

⁴³ *Jamison*, 2016 WL 320646, at *4 (quoting *Landis v. N. Am. Co.*, 299 U.S. 248, 255 (1936)).

⁴⁴ June 12, 2024 Hearing Transcript, Dkt 4091, annexed hereto as **Exhibit 11**, at 43:19-25 (App. 498) (referring to **Exhibit 9** (App. 388-424)(Order dismissing the Valuation Proceeding).

⁴⁵ 246 A.3d 121, 136 (Del. 2021); see also Hunter Mountain Investment Trust’s Supplement to Response to Motion to Stay, Dkt. 4087, annexed hereto as **Exhibit 10**, at pp. 2-3 (App. 427-428).

even address this case, much less explain why it does not apply to the circumstances at issue here. “A bankruptcy court abuses its discretion if it fails to apply the proper legal standard.”⁴⁶ In failing to address this authority (and HMIT’s substantive arguments about why it has standing to pursue a Delaware action against Seery), the Bankruptcy Court failed to apply the correct legal standard.

Second, the Bankruptcy Court erred in failing to hold Highland to its “substantial burden.”⁴⁷ In its Stay Order, the Bankruptcy Court determined that “the legal and factual bases set forth in the Motion establish good cause for the relief granted.”⁴⁸ Highland’s Motion to Stay, however, fails to recite any standard at all, nor did Highland attempt to satisfy the prevailing standard other than to recount a superficial and incorrect analysis of the whether HMIT would suffer harm if the stay is granted. These failures alone should have been fatal to the Motion to Stay being granted.

Rather than addressing the appropriate factors to be considered in connection with a motion to stay, Highland cited to one irrelevant criminal case (in which the Fifth Circuit actually declined to stay an appeal) based on a party’s representation that it would eventually dismiss the appeal if a superseding indictment survived

⁴⁶ *In re West Delta Oil Co., Inc.*, 2023 WL 21016578, at *3 (5th Cir. 2003).

⁴⁷ *Texas*, 40 F.4th at 215.

⁴⁸ **Exhibit 12** at p. 3 (App. 507).

dismissal.⁴⁹ In doing so, the Fifth Circuit cited *Landis* for the unremarkable proposition that the “power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants.”⁵⁰

A stay, however, is not appropriate simply because other pending litigation involves a similar or even the same standing question.⁵¹ For example, in *Jamison*, the defendant requested a stay pending the Supreme Court’s rulings on two separate cases addressing standing and mootness questions that were also present in *Jamison*.⁵² The Northern District of Texas rejected the request, finding that “[b]ecause standing is a subject matter jurisdiction question, it can be raised at any time during the litigation.”⁵³ Accordingly, “[a]llowing the case to proceed inflict[ed] no significant hardship” because the defendant could raise the standing issue after the Supreme Court’s ruling, if applicable. *Id.* Thus, the court denied the defendant’s motion to stay.⁵⁴

Moreover, the Supreme Court has held that “[o]nly in rare circumstances will a litigant in one cause be compelled to stand aside while a litigant in another settles

⁴⁹ Exhibit 7 at ¶ 9, n.8 (App. 381).

⁵⁰ *Id.*

⁵¹ See *Jamison*, 2016 WL 320646, at *4.

⁵² *Id.* at *1.

⁵³ *Id.* at *4.

⁵⁴ *Id.*; see also *Alexander*, 2016 WL 11588317, at *2 (denying motion to stay, which sought to stay proceeding pending resolution of similar standing issue in U.S. Supreme Court case, because “[s]tanding is jurisdictional, and Defendant can reassert at any time that this Court lacks the jurisdiction to hear Plaintiffs’ claim”).

the rule of law that will define the rights of both.”⁵⁵ In *Landis*, respondents sought to enjoin enforcement of the Public Utility Holding Company Act of 1935 by arguing that it was unconstitutional.⁵⁶ After respondents filed suit, several other lawsuits seeking the same relief were filed throughout the country.⁵⁷ The government filed a motion to stay the injunction proceedings to secure an early determination of its rights by proceeding with certain other test cases.⁵⁸ Although the district court initially granted the stay, the Supreme Court granted certiorari and vacated the “unreasonable” stay order because “the proceedings in the District Court have continued more than a year. With the possibility of an intermediate appeal to the Circuit Court of Appeals, a second year or even more may go by before this court will be able to pass upon the Act.”⁵⁹ Similarly here, a cursory examination of the course of various appeals in this bankruptcy case establishes that it will take several years for the adversary proceedings at issue and their later appeals to be finally concluded.⁶⁰

⁵⁵ *Landis*, 299 U.S. at 255.

⁵⁶ *Id.* at 249.

⁵⁷ *Id.* at 250.

⁵⁸ *Id.* at 250-51.

⁵⁹ *Id.* at 256.

⁶⁰ For example, while the Bankruptcy Court issued its final reports recommending summary judgment in the various consolidated proceedings seeking to enforce promissory notes on December 5, 2022, and January 17, 2023, the District Court did not issue its orders adopting the reports until July 6, 2023, and the briefing schedule in the Fifth Circuit has not even been issued yet. *Highland Capital Mgmt., L.P. v. Dondero, et al.*, Consol. Case No. 3:21-cv-00881-x (N. D. Tex.), Dkts. 89, 97, 135; *In the Matter of Highland Capital Management, L.P.*, Case No. 23-10911 (5th Cir.). As another example, with respect to an appeal of the Bankruptcy Court’s order approving a settlement with a group of creditors referred to collectively as “HarbourVest”, the notice of appeal was filed on February 1, 2021, and the Fifth Circuit did not issue its decision until July 31, 2023, 910 days later. Dkt. 1870; *Matter of Highland Capital Management, L.P.*, No. 22-10960, 2023 WL 4861770 (5th Cir. July 31, 2023). With respect to an appeal of another

In sum, the Bankruptcy Court failed to conform to the standards expressed by the Supreme Court and the Courts of Appeals by (1) failing to address the authority cited by HMIT detailing the correct legal standard, and (2) determining that Highland had met its substantial burden despite failing to address or apply the proper standard at all. Because the Bankruptcy Court failed to adhere to the standards set forth from the Courts of Appeals, there is substantial ground for disagreement regarding the controlling issue of law.

3. *An Appeal of the Bankruptcy Court's Order Materially Advances the Termination of Litigation*

“An appeal materially advances the termination of litigation when it accelerates or simplifies trial proceedings.”⁶¹ “The institutional efficiency of the federal court system is among the chief concerns motivating § 1292(b).”⁶² “Stated another way, § 1292(b) is designed to minimize burdens by accelerating or [] simplifying trial court proceedings.”⁶³ This analysis requires the courts to evaluate the stage of litigation and weigh the disruptive effect of an immediate appeal on

Bankruptcy Court order approving a settlement with creditor UBS, the notice of appeal was filed on May 27, 2021, and the Fifth Circuit did not issue its decision until July 28, 2023, 792 days later. Dkt. 2398; *Matter of Highland Capital Mgmt., L.P.*, No. 22-10983, 2023 WL 4842320 (5th Cir. July 28, 2023). With respect to an appeal of the Bankruptcy Court’s order confirming HCMLP’s plan of reorganization, the notice of appeal was filed on March 1, 2021, and the Fifth Circuit did not issue its decision until August 19, 2022, 536 days later. Dkt. 1957; *In re Highland Capital Mgmt., L.P.*, No. 19-34054-SGJ11, 2022 WL 3959550 (Bankr. N.D. Tex. Aug. 30, 2022). With respect to an appeal of the Bankruptcy Court’s order approving formation of the Claimant Trust, the notice of appeal was filed on August 4, 2021, and the Fifth Circuit did not issue its decision until January 11, 2023, 525 days later. Dkt. 2673; *Matter of Highland Capital Mgmt., L.P.*, 57 F.4th 494 (5th Cir. 2023).

⁶¹ *Panda Energy*, 2011 WL 610016, at *4.

⁶² *Strougo v. Scudder, Stevens & Clark, Inc.*, 1997 WL 473566, at *6 (S.D.N.Y. 1997) (citing *Forsyth v. Kleindienst*, 599 F.2d 1203 (3d Cir.1979)).

⁶³ *Flowserve*, 444 F. Supp. 2d at 723.

the underlying bankruptcy court proceedings against the probability that resources will be wasted in allowing those proceedings to go forward.⁶⁴

As explained above, appellate review of the Bankruptcy Court Stay Order, including its determination that the standing issues raised in the Motion for Leave and the Dugaboy Valuation Proceeding are identical, is closely tied to the termination of this litigation. An appeal will materially advance the termination of the litigation by accelerating resolution of the litigation, unlike the current stay, which only serves to postpone resolution for an indisputably indefinite and lengthy period. Nor would interlocutory appellate review have any disruptive effect on the Valuation Proceeding because that proceeding was indefinitely stayed. There can be no doubt under the circumstances that immediate appellate review will promote, rather than hinder, judicial efficiency and the ultimate resolution of litigation.

IV. CONCLUSION

Whether the Bankruptcy Court erred in ordering an indefinite stay is a controlling issue of law on which there is substantial ground for difference of opinion, and an immediate appeal from the Bankruptcy Court Stay Order will materially advance the termination of the litigation. Accordingly, HMIT requests that this Court grant this motion for leave to file an interlocutory appeal.

⁶⁴ See *Ichinose v. Homer Nat'l Bank*, 946 F.2d 1169, 1177 (5th Cir.1991).

Respectfully submitted,

STINSON LLP

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

*Counsel for Hunter Mountain Investment
Trust*

CERTIFICATE OF CONFERENCE

While it is not clear whether conferencing is necessary on this motion, I hereby certify that on July 8, 2024, counsel for Hunter Mountain Investment Trust attempted to confer with counsel for Highland Capital regarding the substance of this motion. Counsel for Highland Capital did not respond before this motion was due to be filed. Therefore, counsel for Highland Capital is assumed to be opposed. Counsel will amend this certificate of conference should it be necessary.

/s/ Deborah Deitsch-Perez

CERTIFICATE OF SERVICE

I hereby certify that on July 8, 2024, a copy of the foregoing document was served on all parties of record via the Court's electronic filing system.

/s/ Deborah Deitsch-Perez _____

EXHIBIT C

STINSON LLP

Deborah Deitsch-Perez
 Michael P. Aigen
 2200 Ross Avenue, Suite 2900
 Dallas, Texas 75201
 Telephone: (214) 560-2201
 Facsimile: (214) 560-2203
 Email: deborah.deitschperez@stinson.com
 Email: michael.aigen@stinson.com

Counsel for Hunter Mountain Investment Trust

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

In re:

HIGHLAND CAPITAL MANAGEMENT, L.P.

 Reorganized Debtor.

Chapter 11

Case No. 19-34054 (sgj)

**APPENDIX IN SUPPORT OF MOTION FOR LEAVE TO FILE AN
 INTERLOCUTORY APPEAL**

Hunter Mountain Investment Trust (“HMIT”) files this Appendix in Support of its Motion for Leave to File an Interlocutory Appeal.

Exhibit	Case No./Dkt. No.	Description	Appendix Page(s)
1	19-34054-sgj-11 Dkt. 3699	Hunter Mountain Investment Trust’s Emergency Motion for Leave to File Verified Adverary [sic] Proceeding, dated March 28, 2023	001-039
2	23-03038-sgj Dkt. 1	Complaint to (I) Compel Disclosures about the Assets of the Highland Claimant Trust and (II) Determine (A) Relativity Value of those Assets, and (B) Nature of Plaintiffs’ Interests in the Claimant Trust, dated May 10, 2023	040-068

3	19-34054-sgj-11 Dkt. 3903	Memorandum Opinion and Order Pursuant to Plan “Gatekeeper Provision” and Pre-Confirmation “Gatekeeper Orders”: Denying Hunter Mountain Investment Trusts’ Emergency Motion for Leave to File Verified Adversary Proceeding, dated August 25, 2023	069-174
4	23-03038-sgj Dkt. 14	Memorandum of Law in Support of Highland Capital Management, L.P. and The Highland Claimant Trust’s Motion to Dismiss Complaint, dated November 22, 2023	175-205
5	23-03038-sgj Dkt. 17	The Dugaboy Investment Trust and Hunter Mountain Investment Trust’s Response to the Highland Parties’ Motion to Dismiss Complaint to (I) Compel Disclosures about the Assets of the Highland Claimant Trust and (II) Determine (A) Relativity Value of those Assets, and (B) Nature of Plaintiffs’ Interests in the Claimant Trust, dated December 29, 2023	206-236
6	19-34054-sgj-11 Dkt. 4000	Motion for Leave to File a Delaware Complaint, dated January 1, 2024	237-375
7	19-34054-sgj-11 Dkt. 4013	Highland’s Motion to Stay Contested Matter [Dk No. 4000] or for Alternative Relief, dated January 16, 2024	376-384
8	19-34054-sgj-11 Dkt. 4019	James P. Seery, Jr.’s Joinder to Highland Capital Management L.P.’s Motion to Stay Contested Matter [Dk No. 4000] or for Alternative Relief and Emergency Motion to Expedite Hearing on Motion for Stay, dated January 22, 2024	385-387
9	23-03038-sgj Dkt. 26	Memorandum Opinion and Order Granting Motion to Dismiss Adversary Proceeding in which Contingent Interest Holders in Chapter 11 Plan Trust Seek a Post-Confirmation Valuation of Trust Assets, dated May 24, 2024	388-424
10	19-34054-sgj-11 Dkt. 4087	Hunter Mountain Investment Trust’s Supplement to Response to Motion to Stay, dated June 11, 2024	425-454
11	19-34054-sgj-11 Dkt. 4091	Transcript of June 12, 2024 Status Conference on Motion to Stay Contested Matter	455-503
12	19-34054-sgj-11 Dkt. 4104	Order Extending Stay of Contested Matter [Docket No. 4000], dated June 24, 2024	504-510

Dated: July 8, 2024

Respectfully submitted,
STINSON LLP

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for Hunter Mountain Investment Trust

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 8, 2024, a true and correct copy of this document was served electronically via the Court's CM/ECF system to the parties registered or otherwise entitled to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

EXHIBIT 1

Sawnie A. McEntire
Texas State Bar No. 13590100
smcentire@pmmlaw.com
1700 Pacific Avenue, Suite 4400
Dallas, Texas 75201
Telephone: (214) 237-4300
Facsimile: (214) 237-4340

Roger L. McCleary
Texas State Bar No. 13393700
rmccleary@pmmlaw.com
One Riverway, Suite 1800
Houston, Texas 77056
Telephone: (713) 960-7315
Facsimile: (713) 960-7347
Attorneys for Hunter Mountain Investment Trust

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

In re: §
§
HIGHLAND CAPITAL § **Chapter 11**
MANAGEMENT, L.P. §
§ **Case No. 19-34054-sgj11**
Debtor. §

**HUNTER MOUNTAIN INVESTMENT TRUST’S EMERGENCY MOTION FOR
LEAVE TO FILE VERIFIED ADVERARY PROCEEDING**

Hunter Mountain Investment Trust (“HMIT”), Movant, files this Emergency Motion for Leave to File Verified Adversary Proceeding (“Motion”), both in its individual capacity and as a derivative action on behalf of the Reorganized Debtor, Highland Capital Management, L.P. (“HCM” or “Reorganized Debtor”) and the Highland Claimant Trust against Muck Holdings, LLC (“Muck”), Jessup Holdings, LLC (“Jessup”), Farallon

[1]



Sawnie A. McEntire
Texas State Bar No. 13590100
smcentire@pmmlaw.com
1700 Pacific Avenue, Suite 4400
Dallas, Texas 75201
Telephone: (214) 237-4300
Facsimile: (214) 237-4340

Roger L. McCleary
Texas State Bar No. 13393700
rmccleary@pmmlaw.com
One Riverway, Suite 1800
Houston, Texas 77056
Telephone: (713) 960-7315
Facsimile: (713) 960-7347

Attorneys for Hunter Mountain Investment Trust

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

In re:	§	
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.	§	Chapter 11
	§	
Debtor.	§	Case No. 19-34054-sgj11
	§	

**HUNTER MOUNTAIN INVESTMENT TRUST’S EMERGENCY MOTION FOR
LEAVE TO FILE VERIFIED ADVERARY PROCEEDING**

Hunter Mountain Investment Trust (“HMIT”), Movant, files this Emergency Motion for Leave to File Verified Adversary Proceeding (“Motion”), both in its individual capacity and as a derivative action on behalf of the Reorganized Debtor, Highland Capital Management, L.P. (“HCM” or “Reorganized Debtor”) and the Highland Claimant Trust against Muck Holdings, LLC (“Muck”), Jessup Holdings, LLC (“Jessup”), Farallon

Capital Management, LLC (“Farallon”), Stonehill Capital Management, LLC (“Stonehill”), James P. Seery, Jr. (“Seery”) and John Doe Defendant Nos. 1-10 (Muck, Jessup, Stonehill, Farallon, Seery and the John Doe Defendant Nos. 11-10 are collectively “Respondents” or “Proposed Defendants”).

I. Good Cause for Expedited Relief

1. HMIT seeks leave to file an Adversary Proceeding pursuant to the Court’s “gatekeeping” orders, as well as the injunction and exculpation provisions in the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (Doc. 1943), as modified (the “Plan”).¹ A copy of HMIT’s proposed Verified Adversary Proceeding (“Adversary Proceeding”) is attached as Exhibit 1 to this Motion. This Motion is separately supported by objective evidence derived from historical filings in the bankruptcy proceedings,² as well as the declarations of James Dondero, dated May 2022 (Ex. 2), James Dondero, dated February 2023 (Ex. 3), and Sawnie A. McEntire with attached evidence (Ex. 4).³

¹ The exculpation provisions were recently modified by a decision of the Fifth Circuit. Such provisions apply to James P. Seery, Jr. only and are limited to his capacity as an Independent Director. *Matter of Highland Cap. Mgmt., L.P.*, 48 F.4th 419, 438 (5th Cir. 2022).

² Unless otherwise referenced, all references to evidence involving documents filed in the Debtor’s bankruptcy proceedings (Case No. 19-34054-sgj11 (Bankr. N.D. Tex.)) are cited by “Doc.” reference. HMIT asks the Court to take judicial notice of the documents identified by such entries.

³ The supporting declarations will be cited as Dondero 2022 Dec. (Ex. 2), Dondero 2023 Dec. (Ex. 3), and McEntire Dec. (Ex. 4).

2. The expedited nature of this Motion is permitted under Fed. R. Bank P. 9006 (c)(1), which authorizes a shortened time for a response and hearing for good cause. For the reasons set forth herein, HMIT has shown good cause and requests that the Court schedule a hearing on this Motion on three (3) days' notice, and that any responses be filed no later than twenty-four hours before the scheduled hearing.⁴

3. HMIT brings this Motion on behalf of itself and derivatively on behalf of the Reorganized Debtor and the Highland Claimant Trust ("Claimant Trust"), as defined in the Claimant Trust Agreement (Doc. 3521-5) ("CTA").⁵ Upon the Plan's Effective Date, Highland Capital Management, LP, as the original Debtor ("Original Debtor"), transferred its assets, including its causes of action, to the Claimant Trust, including the causes of action set forth in the attached Adversary Proceeding. The attached Adversary Proceeding alleges claims which are substantially more than "colorable" based upon plausible allegations that the Proposed Defendants, acting in concert, perpetrated a fraud,⁶ including a fraud upon innocent stakeholders, as well as breaches of fiduciary

⁴ Expedited action on this Motion is also warranted to hasten Movants' opportunity to file suit, pursue prompt relevant discovery, and reduce the threat of loss of potentially key evidence. Upon information and belief, Seery has been deleting text messages on his personal iPhone via a rolling, automatic deletion setting.

⁵ Solely in the alternative, and in the unlikely event HMIT's proposed causes of actions against Seery, Stonehill, Farallon, Muck, and/or Jessup are considered to be "Estate Claims" as those terms are used and defined within the CTA and Exhibit A to the Notice of Final Term Sheet [Docket No. 354] in HCM's bankruptcy (and without admitting the same), HMIT alternatively seeks standing to bring this action as a derivative action on behalf of the Litigation Sub-Trust as appropriate.

⁶ Neither this Motion nor the proposed Adversary Complaint seeks to challenge the Court's Orders or the Plan. In addition, neither this Motion nor the proposed Adversary Complaint seeks to redistribute the assets of the Claimant Trust in a manner that would adversely impact innocent creditors. Rather, the

duties and knowing participation in (or aiding and abetting) breaches of fiduciary duty. The Adversary Proceeding also alleges that the Proposed Defendants did so collectively by falsely representing the value of the Debtor's Estate, failing to timely disclose accurate values of the Debtor's Estate, and trading on material non-public information regarding such values. HMIT also alleges that the Proposed Defendants colluded to manipulate the Debtor's Estate—providing Seery the opportunity to plant close business allies into positions of control to approve Seery's compensation demands following the Effective Date.

4. Emergency relief is needed because of a fast-approaching date (April 16, 2023) that one or more of the Proposed Defendants *may* argue, depending upon choice of law, constitutes the expiration of the statute of limitations concerning some of the common law claims available to the Claimant Trust, as well as to HMIT.⁷ Although HMIT offered to enter tolling agreements from each of the Proposed Defendants, they either rejected HMIT's requests or have not confirmed their willingness to do so, thereby necessitating the expedited nature of this Motion.⁸ Because this Motion is subject to the

proposed Adversary Proceeding seeks to benefit all innocent stakeholders while working within the terms and provisions of the Plan, as well as the Claimant Trust Agreement.

⁷ The first insider trade at issue involved the sale and transfer of Claim 23 in the amount of \$23 million held by ACMLD Claim, LLC to Muck on April 16, 2021 (Doc. 2215).

⁸ HMIT has been diligent in its efforts to investigate the claims described in this Motion, including the filing of a Tex. R. Civ. P. Rule 202 proceeding in January 2023, which was not adjudicated until recently in March 2023. Those proceedings were conducted in the 191st Judicial District Court in Dallas County, Texas, under Cause DC-23-01004. *See* McEntire Dec. Ex. 4 and the attached Ex. 4-A. Farallon and Stonehill defended those proceedings by aggressively arguing, in significant part, that the discovery issues were better undertaken in this Court.⁸ The Rule 202 Petition was recently dismissed (**necessarily without prejudice**)

Court's "gatekeeping" orders and the injunction provisions of the Plan, emergency leave is required.

5. This Motion will come as no surprise to the Proposed Defendants. Farallon and Stonehill were involved in recent pre-suit discovery proceedings under Rule 202 of the Texas Rules of Civil Procedure relating to the same insider trading allegations described in this Motion. Muck and Jessup, special purpose entities created and ostensibly controlled by Farallon and Stonehill, respectively, also were provided notice of these Rule 202 Proceedings in February 2023.⁹ Like this Motion, the Rule 202 Proceedings focused on Muck, Jessup, Farallon, and Stonehill and their wrongful purchase of large, allowed claims in the Original Debtor's bankruptcy based upon material non-public information. Seery is also aware of these insider trading allegations because of a prior written demand.

6. In light of the Proposed Defendants' apparent refusal to enter tolling agreements, or their failure to fully affirm their willingness to do so, HMIT is forced to seek emergency relief from this Court to proceed timely with the proposed Adversary Proceeding before the expiration of any *arguable* limitations period.¹⁰

on March 8, 2023, ostensibly based on such arguments. However, it is telling that Stonehill and Farallon admitted during the Rule 202 Proceedings to their "affiliation" with Muck and Jessup and that they bought the Claims through these entities.

⁹ See Dec. of Sawnie McEntire, Ex. 4.

¹⁰ HMIT respectfully requests that this Motion be addressed and decided on an expedited basis that provides HMIT sufficient time to bring the proposed action timely. In the event the Court denies the requested relief, HMIT respectfully requests prompt notice of the Court's ruling to allow HMIT sufficient

II. Summary of Claims

7. HMIT requests leave to commence the proposed Adversary Proceeding, attached as Exhibit 1, seeking redress for breaches of duty owed to HMIT, breaches of duties owed to the Original Debtor's Estate, aiding and abetting breaches of those fiduciary duties, conspiracy, unjust enrichment, and fraud. HMIT also alleges several viable remedies, including (i) imposition of a constructive trust; (ii) equitable disallowance of any unpaid balance on the claims at issue;¹¹ (iii) disgorgement of ill-gotten profits (received by Farallon, Stonehill, Muck and Jessup) to be restituted to the Claimant Trust; (iv) disgorgement of ill-gotten compensation (received by Seery) to be restituted to the Claimant Trust; (v) declaratory judgment relief; (vi) actual damages; and (vii) punitive damages.

III. Standing

8. **HMIT**. Prior to the Plan's Effective Date, HMIT was the largest equity holder in the Original Debtor and held a 99.5% limited partnership interest. HMIT currently holds a Class 10 Claim as a contingent Claimant Trust Interest under the CTA

time to seek, if necessary, appropriate relief in the United States District Court. In order to have a fair opportunity to seek such relief on a timely basis and protect HMIT's rights and the rights of the Reorganized Debtor, HMIT will need to seek such relief on or before Wednesday, April 5, 2023, if this Motion has not been resolved.

¹¹ In the alternative only, subordination of Muck's and Jessup's General Unsecured Claim Trust Interests and Subordinated Claim Trust Interests to all other interests in the Claimant Trust, including HMIT's Contingent Trust Interest, is necessary and appropriate to remedy Muck's and Jessup's wrongful conduct, and is also consistent with the purposes of the Bankruptcy Code.

(Doc. 3521-5). Upon information and belief, all conditions precedent to HMIT's certification as a vested Claimant Trust Beneficiary would be readily satisfied but for the Defendants' wrongful actions and conduct described in this Motion and the attached Adversary Proceeding.

9. **Reorganized Debtor.** Although HMIT has standing as a former Class B/C Equity Holder, Class 10 claimant, and now contingent Claimant Trust Interest under the CTA,¹² this Motion separately seeks authorization to prosecute the Adversary Proceeding derivatively on behalf of the Reorganized Debtor and Claimant Trust. All conditions precedent to bringing a derivative action are satisfied.

10. Fed. R. Civ. P. 23.1 provides the procedural steps for "derivative actions," and applies to this proceeding pursuant to Fed. R. Bank. P. 7023.1. Applying Rule 7023.1, the Proposed Defendants' wrongful conduct occurred, and the improper trades consummated, in the spring and early summer of 2021, before the Effective Date in August 2021. During this period, HMIT was the 99.5% Class B/C limited partner in the original Debtor. As such, HMIT has individual standing to bring this action because Seery owed fiduciary duties directly to HMIT at that time, and the other Proposed Defendants aided and abetted breaches of those duties at that time.

¹² The last transaction at issue involved Claim 190, the Notice for which was filed on August 9, 2021. (Doc. 2698).

11. The derivative nature of this proceeding is also appropriate because any demand on Seery would be futile.¹³ Seery is the Claimant Trustee under the terms of the CTA. Furthermore, any demand on the Oversight Board to prosecute these claims would be equally futile because Muck and Jessup, both of whom are Proposed Defendants, dominate the Oversight Board.¹⁴

12. The “classic example” of a proper derivative action is when a debtor-in-possession is “unable or unwilling to fulfill its obligations” to prosecute an otherwise colorable claim where a conflict of interest exists. *Cooper*, 405 B.R. at 815 (quoting *Louisiana World*, 858 F.2d at 252). Here, because HMIT’s proposed Adversary Proceeding includes claims against Seery, Muck, and Jessup, the conflicts of interest are undeniable. Seery is the Trustee of the Claimant Trust Assets under the CTA, and he also serves as the “Estate Representative.”¹⁵ Muck and Jessup, as successors to Acis, the Redeemer Committee and UBS, effectively control the Oversight Board, with the responsibility to “monitor and oversee the administration of the Claimant Trust and the Claimant Trustee’s performance”¹⁶

¹³ Any demand on the Litigation Sub-Trust would be equally futile for the same reasons addressed herein, since the Litigation Trustee serves at the direction of the Oversight Board.

¹⁴ See Footnote 8, *infra*. In December 2021, several stakeholders made a demand on the Debtor through James Seery, in his capacity as Trustee to the Claimant Trust, to pursue claims related to these insider trades.

¹⁵ See Claimant Trust Agreement (Doc. 3521-5), Sec. 3.11.

¹⁶ *Id.* at Sec. 4.2(a) and (b).

13. Creditors' committees frequently bring suit on behalf of bankruptcy estates.

Yet, it is clear that any *appropriately designated party* also may bring derivative claims.

In re Reserve Prod., Inc., 232 B.R. 899, 902 (Bankr. E.D. Tex. 1999) (citations omitted); *see In*

re Enron Corp., 319 B.R. 128, 131 (Bankr. S.D. Tex. 2004). As this Court has held in *In Re*

Cooper:

In Chapter 11 [cases], there is both a textual basis . . . and, frequently, a non-textual, equitable rationale for granting a creditor or creditors committee derivative standing to pursue estate actions (*i.e.*, the equitable rationale coming into play when the debtor-in-possession has a conflict of interest in pursuing an action, such as in the situation of an insider-defendant).

In re Cooper, 405 B.R. 801, 803 (Bankr. N.D. Tex. 2009) (also noting that “[c]onflicts of

interest are, of course, frequently encountered in Chapter 11, where the metaphor of the

‘fox guarding the hen house’ is often apropos”); *see also In re McConnell*, 122 B.R. 41, 43-

44 (Bankr. S.D. Tex. 1989) (“[I]ndividual creditors can also act in lieu of the trustee or

debtor-in-possession . . .”). Here, the Proposed Defendants are the “*foxes guarding the hen*

house,” and their conflicts of interest abound.¹⁷ Proceeding in a derivative capacity is

necessary, if not critical.

¹⁷ *See Citicorp Venture Cap., Ltd. v. Comm. of Creditors Holding Unsecured Claims*, 160 F.3d 982, 987 (3d Cir. 1998) (settlement noteholders purchased Debtors' securities with “the benefit of non-public information acquired as a fiduciary” for the “dual purpose of making a profit and influenc[ing] the reorganization in [their] own self-interest.”), *see also, Wolf v. Weinstein*, 372 U.S. 633, 642, 83 S.Ct. 969, 10 L.Ed.2d 33 (1963) (“Access to inside information or strategic position in a corporate reorganization renders the temptation to profit by trading in the Debtor's stock particularly pernicious.”).

14. The proposed Adversary Proceeding also sets forth claims that readily satisfy the Court's threshold standards requiring "colorable" claims, as well as the requirements for a derivative action. This Motion, which is supported by objective evidence contained in historical filings in the bankruptcy proceedings, also incorporates sworn declarations. At the very least, this additional evidence satisfies the Court's threshold requirements of willful misconduct and fraud set forth in the "gatekeeping" orders, as well as the injunction and exculpation provisions in the Plan.¹⁸ This evidence also supports well-pleaded allegations exempted from the scope of the releases included in the Plan.

15. HMIT is an appropriate party to bring this action on behalf of the Reorganized Debtor and the Claimant Trust. If successful, the Adversary Proceeding will likely recover well over \$100 million for the Claimant Trust, thereby enabling the Reorganized Debtor and Claimant Trust to pay off any remaining innocent creditors and make significant distributions to HMIT as a vested Claimant Trust Beneficiary.

16. As of December 31, 2022, the Claimant Trust had distributed 64.2% of the total \$397,485,568 par value of all Class 8 and Class 9 unsecured creditor claims. The

¹⁸ HMIT recognizes that it is an "Enjoined Party" under the Plan. The Plan requires a showing, *inter alia*, of bad faith, willful misconduct, or fraud against a "Protected Party." Seery is a "Protected Party" and an "Exculpated Party" in his capacity as an Independent Director. Muck and Jessup *may* be "Protected Parties" as members of the Oversight Committee, but they were not "protected" when they purchased the Claims before the Effective Date. While it is HMIT's position that Farallon and Stonehill do not qualify as "Protected Parties," they are included in this Motion in the interest of judicial economy.

Claims acquired by Muck and Jessup have an allowed par value of \$365,000,000. Based on these numbers, the innocent unsecured creditors hold approximately \$32 million in allowed claims.¹⁹

17. As of December 31, 2022, the Claimant Trust has distributed \$255,201,228.²⁰ On a *pro rata* basis, that means that innocent creditors have received approximately \$22,373,000 in distributions against the stated value of their allowed claims. That leaves a remaining unpaid balance of approximately \$9,627,000.

18. Muck and Jessup already have received approximately \$232.8 million on their Claims. Assuming an original investment of approximately \$160 million, this represents over \$72 million in ill-gotten profits that, if disgorged, would be far more than what is required to fully pay all other innocent creditors - immediately placing HMIT in the status of a vested Claimant Trust Beneficiary. The benefits to the Reorganized Debtor, the Claimant Trust and innocent stakeholders are undeniable.²¹

19. Seery and the Oversight Board should be estopped from challenging HMIT's status to bring this derivative action on behalf of the Claimant Trust. Seery, Muck and Jessup have committed fraud, acted in bad faith and have unclean hands, and they should not be allowed to undermine the proposed Adversary Proceeding - which seeks

¹⁹ Doc. 3653.

²⁰ *Id.*

²¹ Further, under the present circumstances and time constraints, this Motion should be granted to avoid the prospect of the loss of some of HMIT's and the Claimant Trust's claims and denial of due process.

to rectify significant wrongdoing. To hold otherwise would allow Seery, Muck, Jessup, Stonehill, and Farallon the opportunity to not just “guard the hen house,” but to also open the door and take what they want.²² HMIT seeks a declaratory judgment of its rights, accordingly.

IV. The Proposed Defendants

20. Seery acted in several capacities during relevant times. He served as the Debtor’s Chief Executive Officer (“CEO”) and Chief Restructuring Officer (“CRO”). He also served as member of the Debtor’s Independent Board.²³ He currently serves as Claimant Trustee under the CTA and remains the CEO of the Reorganized Debtor.

21. There is no doubt Seery owed the Original Debtor’s Estate, as well as equity, fiduciary duties, including the duty of loyalty and the duty to avoid conflicts of interest. *See In re Xtreme Power Inc.*, 563 B.R. 614, 632-33 (Bankr. W.D. Tex. 2016) (detailing fiduciary duties owed by corporate officers and directors under Delaware law); *Louisiana World*, 858 F.2d at 245-46 (detailing duties owed by debtors-in-possession).²⁴

²² “The doctrine of ‘unclean hands’ provides that “a litigant who engages in reprehensible conduct in relation to the matter in controversy ... forfeits his right to have the court hear his claim, regardless of its merit. [T]he purpose of the clean hands maxim is to protect the court against misuse by one who, because of his conduct, has forfeited his right to have the court consider his claims, regardless of their merit. As such it is not a matter of defense to be applied on behalf of a litigant; rather it is a rule of public policy.” *Portnoy v. Cryo-Cell Int’l, Inc.*, 940 A.2d 43, 80–81 (Del. Ch. 2008) (citations omitted) (internal quotations omitted for clarity).

²³ Seery is the beneficiary of the Court’s “gatekeeping” orders and is an “exculpated” party in his capacity as an Independent Director. He is also a “Protected Party.”

²⁴ The Internal Affairs Doctrine dictates choice of law. Here, the Debtor, Highland Capital Management, was organized under the law of Delaware. As much, Seery’s fiduciary duties and claims involving breaches of those duties will be governed by Delaware law.

22. Farallon and Stonehill are capital management companies which manage hedge funds; they are also Seery's close business allies with a long history of business ventures and close affiliation. Although they were strangers to the Original Debtor's bankruptcy on the petition date, and were not original creditors, they became entangled in this bankruptcy at Seery's invitation and encouragement—and then knowingly participated in the wrongful insider trades at issue. By doing so, Seery was able to plant friendly allies onto the Oversight Board to rubber stamp compensation demands. The proposed Adversary Proceeding alleges that Farallon and Stonehill bargained to receive handsome pay days in exchange.

23. Muck and Jessup are special purpose entities, admittedly created by Farallon and Stonehill on the eve of the alleged insider trades, and they were used as vehicles to assume ownership of the purchased claims.²⁵ The record is clear that Muck and Jessup *did not exist* before confirmation of the Plan in February 2021.²⁶ Now, however, Muck and Jessup serve on the Oversight Board with immense powers under the CTA.²⁷ When they purchased the claims at issue, Muck and Jessup were *not* acting in their official capacities on the Oversight Committee and, therefore, they were not "Protected Persons" under the Plan.

²⁵ See Ex. 4-B, Rule 202 Transcript at 55:22-25.

²⁶ See McEntire Dec., Ex. 4, Ex. 4-D, Ex. 4-E. Muck was created on March 9, 2021 before the Effective Date. Jessup was created on April 8, 2021, before the Effective Date.

²⁷ See Doc. 3521-5, Sec. 4(a) and 4(b).

24. By trading on the alleged material non-public information, Farallon, Stonehill, Muck, and Jessup became non-statutory “insiders” with duties owed directly to HMIT at a time when HMIT was the largest equity holder.²⁸ See *S.E.C. v. Cuban*, 620 F.3d 551, 554 (5th Cir. 2010) (“The corporate insider is under a duty to ‘disclose or abstain’ — he must tell the shareholders of his knowledge and intention to trade or abstain from trading altogether.”). In this context, there is no credible doubt that Farallon’s and Stonehill’s dealings with Seery were *not* arms-length. Again, Farallon and Stonehill were Seery’s past business partners and close allies.²⁹ By virtue of the insider trades at issue, Farallon and Stonehill acquired control (acting through Muck and Jessup) over the Original Debtor and Reorganized Debtor through Seery’s compensation agreement and awards, as well as supervisory powers over the Claimant Trust. This makes Farallon and Stonehill paradigm non-statutory insiders.

25. HMIT also seeks recovery against John Doe Defendant Nos. 1 through 10.³⁰

It is clear Farallon and Stonehill refuse to disclose the precise details of their legal

²⁸ Because of their “insider” status, this Court should closely scrutinize the transactions at issue.

²⁹ Farallon and Stonehill are two capital management firms (similar to HCM) with whom Seery has had substantial business relationships. Also, Seery previously served as legal counsel to Farallon. Seery also has a long-standing relationship with Stonehill. GCM Grosvenor, a global asset management firm, held four seats on the Redeemer Committee (an original member of the Unsecured Creditors Committee in HCM’s bankruptcy). Upon information and belief, GCM Grosvenor is a significant investor in Stonehill and Farallon. GCM Grosvenor, through Redeemer, also played a large part in appointing Seery as a director of Strand Advisors and approved his appointment as HCM’s CEO and CRO.

³⁰ Farallon and Stonehill consummated their trades concealing their actual involvement through Muck and Jessup as shell companies. Farallon’s and Stonehill’s identities were not discovered until much later after the fact.

relationships with Muck and Jessup. They resisted such discovery in the prior Rule 202 Proceedings in state district court.³¹ They also refused to disclose such details in response to a prior inquiry to their counsel.³² Furthermore, the corporate filings of both Muck and Farallon conspicuously omit the identity of their respective members or managing members.³³ Accordingly, HMIT intends to prosecute claims against John Doe Defendant Nos. 1 -- 10 seeking equitable tolling pending further discovery whether Farallon and Stonehill inserted intermediate corporate layers between themselves and the special purpose entities (Muck and Jessup) they created. *See In re ATP Oil & Gas Corp.*, No. 12-36187, 2017 WL 2123867, *4 (Bankr. S.D. Tex. May 16, 2017) (Isgur .J.); *see also In re IFS Fin. Corp.* No. 02-39553, 2010 WL 4614293, *3 (Bankr. S.D. Tex. No. 2, 2010) (“The identity of the party concealing the fraud is immaterial, the critical factor is whether any of the parties involved concealed property of the estate.” “In either case, the trustee must demonstrate that despite exercising diligence, he could not have discovered the identity of the [unnamed] defendants prior to the expiration of the limitations period.”) *ATP Oil*, 2017 WL 2123867 at *4. That burden is easily satisfied here.

³¹ See McEntire Dec., Ex. 4.

³² See McEntire Dec., Ex. 4, *see also*, Ex. 4-F.

³³ See Ex. 4-D, Ex. 4-E.

V. Background

26. As part of this Court's Governance Order, an independent board of directors—which included Seery as one of the selections of the Unsecured Creditor's Committee—was appointed to the Board of Directors (the "Board") of Strand Advisors, Inc., ("Strand Advisors"), the Original Debtor's general partner. Following approval of the Governance Order, the Board then appointed Seery as the Original Debtor's CEO and CRO.³⁴ Following the Effective Date of the Plan, Seery now serves as Trustee of the Claimant Trust (the Reorganized Debtor's sole post-reorganization limited partner), and continues to serve as the Reorganized Debtor's CEO.³⁵

27. Imbued with his powers as CEO and CRO, Seery negotiated and obtained bankruptcy court approval of several settlements prior to the Effective Date, resulting in the following approximate allowed claims (hereinafter "Claims"):³⁶

Creditor	Class 8	Class 9
Redeemer	\$137 mm	\$0 mm
Acis	\$23 mm	\$0 mm
HarbourVest	\$45 mm	\$35 mm
UBS	<u>\$65 mm</u>	<u>\$60 mm</u>
(Totals)	\$270 mm	\$95 mm

³⁴ Doc. 854, Order Approving Retention of Seery as CEO/CRO.

³⁵ See Doc. 1943, Order Approving Plan, p. 34.

³⁶ Orders Approving Settlements [Doc. 1273, Doc. 1302, Doc. 1788, Doc. 2389].

Each of the settling parties curiously sold their Claims to Farallon or Stonehill (or their affiliated special purpose entities) shortly after they obtained court approval of their settlements. One of these “trades” occurred within just a few weeks before the Effective Date. Farallon and Stonehill coordinated and controlled the purchase of these Claims through Muck and Jessup, and they admitted in open court that Muck and Jessup were created to allow their purchase of the Claims.³⁷

28. HMIT alleges that Seery filed (or caused to be filed) deflated, misleading projections regarding the value of the Debtor’s Estate,³⁸ while inducing unsecured creditors to discount and sell their Claims to Farallon and Stonehill. But as reflected in the attached declarations, it is now known that Seery provided material, non-public information to Farallon. The circumstantial evidence is also clear that both Farallon and Stonehill had access to and used this non-public information in connection with their purchase decisions.

29. Farallon and Stonehill are registered investment advisors who have their own fiduciary duties to their investors, and they are acutely aware of what these duties entail. Yet, upon information and belief, they collectively invested over \$160 million dollars to purchase the Claims in the absence of any publicly available information that

³⁷ See Ex. 4-B, Rule 202 Transcript at 55:22-25.

³⁸ The pessimistic projections were issued as part of the Plan Analysis on February 2, 2021. [Doc. 1875-1]. The Debtor projected 0% return on Class 9 claims and only 71.32% return on Class 8 Claims.

could rationally justify such investments. These “trades” become even more suspect because, at the time of confirmation, the Plan provided pessimistic projections advising stakeholders that the Claim holders would never receive full satisfaction:

- From October 2019, when the original Chapter 11 Petition was filed, to January 2021, just before the Plan was confirmed, the valuation of HCM’s assets dropped over \$200 million from \$566 million to \$328.3 million.³⁹
- HCM’s Disclosure Statement projected payment of 71.32% of Class 8 claims, and 0% of claims in Classes 9-11;⁴⁰
 - This meant that Farallon and Stonehill invested more than \$103 million in Claims *when the publicly available information indicated they would receive \$0 in return on their investment as Class 9 creditors and substantially less than par on their Class 8 Claims.*
- In HCM’s Q3 2021 Post-Confirmation Report, HCM reported that the amount of Class 8 claims expected to be paid dropped even further from 71% to 54%;⁴¹

30. In the third financial quarter of 2021, just over \$6 million of the projected \$205 million available to satisfy general unsecured creditors was disbursed.⁴² No additional distributions were made to the unsecured claimholders until, suddenly, in Q3 2022 almost \$250 million was paid toward Class 8 general unsecured claims—**\$45 million more than was ever projected.**⁴³

³⁹ Doc. 1473, Disclosure Statement, p. 18.

⁴⁰ Doc. 1875-1, Plan Supplement, p. 4.

⁴¹ Doc 2949.

⁴² Doc 3200.

⁴³ Doc 3582.

31. According to Highland Capital’s Motion for Exit Financing,⁴⁴ and a recent motion filed by Dugaboy Investment Trust,⁴⁵ there remain *substantial* assets to be monetized for the benefit of the Reorganized Debtor’s creditors. Thus, upon information and belief, Stonehill and Farallon, stand to realize significant profits on their wrongful investments. In turn, Stonehill and Farallon will garner (and already have garnered) substantial fees – both base fees and performance fees – as the result of their acquiring and/or managing the Claims. Upon information and belief, HMIT also alleges that Seery has received excessive compensation and bonuses approved by Farallon (Muck) and Stonehill (Jessup) as members of the Oversight Board.

32. As evidenced in the supporting declarations (Exs. 2 and 3):

- Farallon admitted it conducted no due diligence and relied upon Seery in making its multi-million-dollar investment decisions at issue.⁴⁶
- Farallon admitted it was unwilling to sell its stake in these Claims at any price because Seery assured Farallon that the Claims were tremendously valuable.⁴⁷
- Farallon bragged about the value of its investment referencing non-public information regarding Amazon, Inc.’s (“Amazon”) interest in acquiring Metro-Goldwyn-Mayer Studios Inc. (“MGM”).⁴⁸

⁴⁴ Doc 2229.

⁴⁵ Doc 3382.

⁴⁶ See Ex. 2, 2022 Dondero Declaration.

⁴⁷ See Ex. 2, 2022 Dondero Declaration, Ex. 3, 2023 Dondero Declaration.

⁴⁸ See Ex. 3, 2023 Dondero Declaration.

- Farallon was unwilling to sell its stake in the newly acquired Claims even though publicly available information suggested that Farallon would lose millions of dollars on its investment.⁴⁹

Farallon can offer *no credible explanation* to explain its significant investment, and its refusal to sell at any price, *except* Farallon's access to material non-public information. In essence, Seery became the guarantor of Farallon's significant investment. Farallon admitted as much in its statements to James Dondero.

33. The same holds true for Stonehill. Given the negative, publicly available information, Stonehill's multi-million-dollar investments make no rational sense unless Stonehill had access to material non-public information.

34. Fed. R. Bank. P. 2015.3 requires debtors to "file periodic financial reports of the value, operations, and profitability of each entity that is not a publicly traded corporation or a debtor in a case under title 11, and in which the estate holds a substantial or controlling interest." However, no public reports required by Rule 2015.3 were filed. Seery testified they simply "fell through the cracks."⁵⁰

35. Six days prior to the filing of the motion seeking approval of the HarbourVest Settlement, Seery acquired material non-public information regarding Amazon's interest in acquiring MGM.⁵¹ Upon receipt of this material non-public

⁴⁹ See Ex. 3, 2023 Dondero Declaration, *see also* Doc. 1875-1.

⁵⁰ Doc. 1905, February 3, 2021, Hearing Transcript, 49:5-21.

⁵¹ See Adversary No. 20-3190-sgj11, Doc. 150-1.

information, MGM should have been placed on the Original Debtor’s “restricted list,” but Seery continued to move forward with deals that involved MGM stock and notes.⁵² Because the Original Debtor additionally held direct interests in MGM,⁵³ the value of MGM was of paramount importance to the value of the estate.

36. Armed with this and other insider information, Farallon—through Muck—proceeded to invest in the Claims and, acting through Muck, acceded to a powerful position on the Oversight Board to oversee future distributions to Muck and itself. It is no coincidence Seery invited his business allies into these bankruptcy proceedings with promises of great profits. Seery’s allies now oversee his compensation.⁵⁴

37. The Court also should be aware that the Texas States Securities Board (“TSSB”) opened an investigation into the subject matter of the insider trades at issue, and this investigation has not been closed. The continuing nature of this investigation

⁵² As part of the HarbourVest Settlement, Seery negotiated the purchase of HarbourVest’s interest in HCLOF for approximately \$22.5 million as part of the transaction. Approximately 19.1% of HCLOF’s assets were comprised of debt and equity in MGM. The HCLOF interest was not to be transferred to the Debtor for distribution as part of the bankruptcy estate, but rather to “to an entity to be designated by the Debtor”—*i.e.*, one that was not subject to typical bankruptcy reporting requirements. Doc. 1625, p. 9, n. 5. Doc. 1625.

⁵³ See Doc. 2229, Motion for Exit Financing.

⁵⁴ Amazon closed on its acquisition of MGM in March 2022, but the evidence strongly suggests that agreements for the trades already had been reached - while announcement of the trades occurred strategically after the MGM news became public. Now, as a result of their wrongful conduct, Stonehill and Farallon profited significantly on their investments, and they stand to gain substantially more profits.

underscores HMIT's position that the claims described in the attached Adversary Proceeding are plausible and certainly far more than merely "colorable."

VI. Argument

A. *HMIT has asserted Colorable Claims against Seery, Stonehill, Farallon, Muck, and Jessup.*

38. Unlike the terms "Enjoined Party," "Protected Party," or "Exculpated Party," the Plan does not define what constitutes a "colorable" claim. Nor does the Bankruptcy Code define the term. However, relevant authorities suggest that a Rule 12(b)(6) standard is an appropriate analogue.

39. The Fifth Circuit has held that a "colorable" claim standard is met if a [movant], such as HMIT, has asserted claims for relief that, on appropriate proof, would allow a recovery. A court need not and should not conduct an evidentiary hearing but must ensure that the claims do not lack any merit whatsoever. *Louisiana World Exposition v. Fed. Ins. Co.*, 858 F.2d 233, 248 (5th Cir. 1988). Stated differently, the Court need not be satisfied there is an evidentiary basis for the asserted claims but instead should allow the claims if they *appear* to have *some* merit.

40. Other federal appellate courts have reached similar conclusions. For example, the Eighth Circuit holds that "creditors' claims are colorable if they would survive a motion to dismiss." *In re Racing Services, Inc.*, 540 F.3d 892, 900 (8th Cir. 2008); *accord In Re Foster*, 516 B.R. 537, 542 (B.A.P. 8th Cir. 2014), *aff'd* 602 Fed. Appx. 356 (8th Cir. 2015) (*per curiam*). The Sixth Circuit has adopted a similar test requiring that the court

look *only* to the face of the complaint to determine if claims are colorable. *In re The Gibson Group, Inc.*, 66 F.3d 1436, 1446 (6th Cir. 1995) (emphasis added).

41. Although there is a dearth of federal court authorities in Texas, other federal courts have adopted the same standard—*i.e.*, a claim is colorable if it is “plausible” and could survive a motion to dismiss. *See In re America’s Hobby Center, Inc.*, 223 B.R. 273, 282 (S.D.N.Y. 1998). In addition, in the non-bankruptcy context, the District Court for the Northern District of Texas explained that “[t]he requirement of a ‘colorable claim’ means only that the plaintiff must have an ‘arguable claim’ and not that the plaintiff must be able to succeed on that claim.” *Gonzales v. Columbia Hosp. at Med. City Dallas Subsidiary, L.P.*, 207 F. Supp. 2d 570, 577 (N.D. Tex. 2002) (Emphasis added).

42. Thus, in this instance, this Court’s gatekeeping inquiry is properly limited to whether HMIT has stated a plausible claim on the face of the proposed pleadings involving “bad faith,” “willful misconduct,” or “fraud.” Because the face of the Adversary Complaint alleges plausible facts, HMIT’s Motion is properly granted. Clearly, the attached Adversary Proceeding would survive a Rule 12(b)(6) challenge. Furthermore, the supporting declarations and documentary evidence provide additional support, and the circumstantial evidence proves that Farallon and Stonehill, strangers to the bankruptcy on the petition date, would not have leaped into these proceedings without undisclosed assurances of profit.

B. Fraud

43. As set forth in the proposed Adversary Proceeding, HMIT alleges a colorable claim for fraud—both fraud by knowing misrepresentation and fraud by omission of material fact. Here, these allegations of fraud are appropriately governed by Texas law under appropriate choice of law principals.⁵⁵

44. Seery had a duty to not provide material inside information to his business allies. But, he did so. At the latest, Seery became aware of the potential sale of MGM in December 2020 when he received an email from Jim Dondero.⁵⁶ Thus, Seery knew at that time that this potential sale would likely yield significant value to the Original Debtor's Estate. Yet, the financial disclosures associated with the Plan's confirmation, which were provided only a month later, presented an entirely different outlook for both Class 8 and Class 9 unsecured creditors.⁵⁷ Seery knew at that time that these pessimistic disclosures were misleading, if not inaccurate.

45. There is no credible doubt Seery intended that innocent stakeholders would rely upon the pessimistic projections set forth in the Plan Analysis. Indeed, the singular purpose of the Plan Analysis was to advise stakeholders. As such, HMIT alleges that Seery knowingly made misrepresentations with the intention that innocent stakeholders

⁵⁵ However, Delaware law is substantially similar on the elements of fraud. *See Malinalis v. Kramer*, No. CIV.A. CPU 6-11002145, 2012 WL 174958, at 2 (Del. Com. PI. Jan. 5, 2012)

⁵⁶ *See*, Dondero 2022 Dec., Ex. 2-1.

⁵⁷ *See* Doc. 1875-1, Plan Analysis, February 1, 2021.

would rely, and that he failed to disclose material information concerning his entanglements with Farallon and Stonehill, as well as the related negotiations that were chock full of conflicts of interest.

46. On the flip side of this conspiracy coin, Farallon and Stonehill were engaged in negotiations to acquire the Claims at discounted prices; and, they successfully did so. HMIT alleges that their success was based on knowledge that the financial disclosures associated with the Plan Analysis were significantly understated. Otherwise, it would make no financial sense for Farallon and Stonehill to do the deals at issue. Indeed, Farallon admitted that it would not sell the Claims at any price, expressing great confidence in the substantial profits it expected even in the absence of any supporting, publicly available information.⁵⁸

47. All of the Proposed Defendants had a duty of affirmative disclosure under these circumstances. Seery always had this duty. Muck, Jessup, Farallon, and Stonehill assumed this duty when they became non-statutory “insiders.” Thus, all of the Proposed Defendants are liable for conspiring to perpetrate a fraud by omission of material facts.

48. HMIT also claims that Seery and the other Proposed Defendants failed to disclose material information concerning Seery’s involvement in brokering the Claims in exchange for *quid pro quo* assurances of enhanced compensation. Seery’s compensation

⁵⁸ Ex. 3, 2023 Dondero Declaration.

should be disgorged or, alternatively, such compensation constitutes a damage recoverable by the Reorganized Debtor and Claimant Trust as assignees (or transferees) of the Original Debtor's causes of action. This compensation was the product of the alleged self-dealing, breaches of fiduciary duty, and fraud.

C. Breaches and Aiding and Abetting Breaches of Fiduciary Duties

49. It is beyond dispute Seery owed fiduciary duties to the Estate. *See Xtreme Power*, 563 B.R. at 632-33 (detailing fiduciary duties owed by corporate officers and directors under Delaware law);⁵⁹ *Louisiana World*, 858 F.2d at 245-46 (5th Cir. 1988) (detailing duties owed by debtors-in-possession). Although Seery did not buy the Claims at issue, he stood to profit from these sales because his close business allies would do his bidding after they had acceded to positions of power and control on the Oversight Board. Muck and Jessup were essentially stepping into the shoes of three of the largest unsecured creditors who were already slated to serve on the Oversight Board. Thus, by acquiring their Claims, all of the Proposed Defendants knew that Muck and Jessup would occupy these powerful oversight positions after the Effective Date.

50. Thus, the alleged conspiracy was successfully implemented before the Effective Date. Farallon and Stonehill now occupy control positions through the shell

⁵⁹ The *Xtreme* case also notes that "several Delaware courts have recognized that 'directors who are corporate employees lack independence because of their substantial interest in retaining their employment.'" 563 B.R. at 633-34. Because Muck and Jessup are now in control of Seery's compensation, it follows that Seery is beholden to them, and Seery's disclosure of inside information to Stonehill and Farallon confirms his conflict of interest.

entities (Muck and Jessup) overseeing large compensation packages for Seery. Of course, this control (and the opportunity to control) presented a patent conflict of interest which Seery should have avoided, but instead knowingly created, fostered, and encouraged. HMIT alleges that Seery breached his duty to avoid this conflict or otherwise disclose this conflict and Farallon and Stonehill aided and abetted this breach.

51. The Original Debtor, as an investment adviser registered with the SEC, is also required to make public disclosures on its Form ADV, the uniform registration form for investment advisers required by the SEC. These Form ADV disclosures, which were in effect at the time of the insider trades at issue, explicitly forbade “any access person from trading either personally or on behalf of others . . . on material non-public information or communicating material non-public information to others in violation of the law or duty owed to another party.”⁶⁰ It now appears these representations were false when made. Seery’s alleged conduct also violated, at minimum, the duties Seery owed in his various capacities with the Original Debtor under the Form ADV disclosures.

52. Although initially strangers to the original bankruptcy, by accepting and using inside information, Farallon and Stonehill became “temporary insiders” and thus owed separate duties to the Estate. *See S.E.C. v. Cuban*, 620 F.3d 551 (5th Cir. 2010) (“[E]ven

⁶⁰ *See, e.g.,*

https://files.adviserinfo.sec.gov/IAPD/Content/Common/crd_iapd_Brochure.aspx?BRCHR_VRSN_ID=777026.

an individual who does not qualify as a traditional insider may become a ‘temporary insider’ if by entering ‘into a special confidential relationship in the conduct of the business of the enterprise [they] are given access to information solely for corporate purposes.” *In re Washington Mut., Inc.*, 461 B.R. 200 (Bankr. D. Del. 2011), *vacated in part*, 08-12229 MFW, 2012 WL 1563880 (Bankr. D. Del. Feb. 24, 2012) (finding that equity committee stated colorable claim for equitable disallowance against creditors who “became temporary insiders of the Debtors when the Debtors gave them confidential information and allowed them to participate in negotiations with JPMC for the shared goal of reaching a settlement that would form the basis of a consensual plan of reorganization”; *vacated in part as a condition of settlement only*);⁶¹ *See also, In re Smith*, 415 B.R. 222, 232-33 (Bankr. N.D. Tex. 2009) (“[a]n insider is an entity or person with ‘a sufficiently close relationship with the debtor that his conduct is made subject to closer scrutiny than those dealing at arm’s length with the debtor.’ ‘Thus, the term “insider” is viewed to encompass two classes: (1) per se insiders as listed in the Code and (2) extra-statutory insiders that do not deal at arm’s length.” (citations omitted)). Farallon, Stonehill, Muck, and Jessup clearly fall into this latter category.

⁶¹ Although the *Washington Mutual* case was subsequently vacated, the Court’s intellectual reasoning remains valid because the vacatur was mandated by a mediated settlement, not because the court’s logic was flawed or changed, and the court expressly noted that the parties’ settlement was conditioned on vacatur. *See In re Washington Mut., Inc.*, No. 08-12229 MFW, 2012 WL 1563880, *8 (Bankr. D. Del. Feb. 24, 2012) (“grant[ing] partial vacatur . . . in furtherance of the settlement embodied in the Plan,” and noting that “absent the requested vacatur, the collapse of the Plan could result in the termination of the Global Settlement Agreement.” (emphasis added)).

53. Because Farallon and Stonehill (acting through Muck and Jessup) now hold the majority of the seats on the Oversight Board, they, along with Seery, exercise control of the reorganization proceedings. At no time were Farallon, Stonehill, or Seery's plans disclosed to the other creditors or equity. In fact, the only inference that can be reasonably drawn is that Farallon and Stonehill brazenly sought to conceal their involvement by establishing shell entities—Muck and Jessup—to nominally hold the Claims and create an opaque barrier to any effort to identify the "*Oz behind the curtain.*" Such conduct aligns precisely with the inequitable conduct detailed in *Citicorp* and *Adelphia* (discussed below).

54. In sum, the proposed Adversary Proceeding sets forth plausible allegations that Stonehill and Farallon were aware of Seery's fiduciary duties. Indeed, as registered investment advisors, both Farallon and Stonehill were acutely aware of Seery's fiduciary obligations, including, without limitation, the duty to act in the best interests of the Original Debtor's Estate and the duty not to engage in insider trading that would benefit Seery, as an insider, and themselves, as non-statutory insiders. By accepting and then acting on material non-public information, Farallon and Stonehill (as well as Muck and Jessup) aided and abetted breaches of these fiduciary duties. By placing themselves in positions to control Seery's compensation, Farallon and Stonehill (acting through Muck and Jessup) induced, encouraged, aided and abetted Seery's self-dealing.

D. Equitable Disallowance is an Appropriate Remedy

55. HMIT also seeks equitable disallowance. Although the Fifth Circuit in *Matter of Mobile Steel Co.* generally limited the court's equitable powers to subordination rather than disallowance,⁶² the Fifth Circuit **did not foreclose** the viability of equitable disallowance as a potential remedy. *See* 563 F.2d 692, 699 n. 10 (5th Cir. 1977). Binding U.S. Supreme Court precedent in *Pepper v. Litton* also permits bankruptcy courts to fashion disallowance remedies. 308 U.S. 295, 304-11 (1939). Bankruptcy Code § 510, which supplies the authority for equitable subordination, was "intended to codify case law, such as *Pepper v. Litton* . . . and is not intended to limit the court's power in any way. . . . Nor does [it] preclude a bankruptcy court from completely disallowing a claim in appropriate circumstances." *In re Adelpia Commun. Corp.*, 365 B.R. 24, 71-72 (Bankr. S.D.N.Y. 2007), *aff'd in part sub nom. Adelpia Recovery Tr. v. Bank of Am., N.A.*, 390 B.R. 64 (S.D.N.Y. 2008), *adhered to on reconsideration*, 05 CIV. 9050 (LMM), 2008 WL 1959542 (S.D.N.Y. May 5, 2008) (emphasis and omissions in original).⁶³

56. The Fifth Circuit's decision in *Mobile Steel* also was premised on the notion that disallowance would not add to the quiver of defenses to fight unfairness because

⁶² Equitable subordination is an inadequate remedy in this instance.

⁶³ In *Washington Mutual*, the Court's intellectual reasoning when imposing disallowance is instructive. *See In re Washington Mut., Inc.*, No. 08-12229 MFW, 2012 WL 1563880, *8 (Bankr. D. Del. Feb. 24, 2012) ("grant[ing] partial vacatur . . . in furtherance of the settlement embodied in the Plan," and noting that "absent the requested vacatur, the collapse of the Plan could result in the termination of the Global Settlement Agreement." (emphasis added)).

creditors “are fully protected by subordination” and “[i]f the misconduct directed against the bankrupt is so extreme that disallowance might appear to be warranted, then *surely* the claim is either invalid or the bankrupt possesses a clear defense against it.” *Mobile Steel*, 563 F.2d at 699 n. 10 (emphasis added). Importantly, however, the factual scenarios considered in *Mobile Steel* do not exist here.

57. Here, Muck and Jessup purchased both Class 8 and Class 9 Claims, and they now effectively occupy more than 90% of the entire field of unsecured creditors in these two claimant tiers. Thus, subordination cannot effectively address the current facts where the Original Debtor’s CEO and CRO conspired directly with close business allies who acquired the largest unsecured claims to the detriment of other innocent creditors and *former equity*. The reasoning in published cases from other circuits supports this conclusion. See *Adelphia*, 365 B.R. at 71-73; *Citicorp Venture Capital, Ltd. v. Comm. of Creditors Holding Unsecured Claims*, 160 F.3d 982, 991 n. 7 (3d Cir. 1998).

58. The purpose of equitable subordination is to assure that the wrongdoer does not profit from bad conduct. In the typical case, subordination to other creditors will achieve this deterrence. But, it is clear that the Third Circuit’s decision in *Citicorp* was structured to use subordination as just one tool in a larger tool box to make sure “at a minimum, the remedy here should deprive – [the fiduciary] of its profit on the purchase of the notes.” *Id* at 991. In *Adelphia*, the Southern District of New York also used equitable

subordination as a remedy to address wrongs of non-insiders who aided and abetted breaches a fiduciary duty by the debtor's management. 365 B.R. at 32.

59. But subordination cannot adequately address the wrongful conduct at issue. This is because subordination is typically limited to instances where one creditor is subordinated to other creditors, not equity. Here, for all practical purposes, there are only a few other unsecured creditors with relatively small stakes. Therefore, subordination as a weapon of deterrence is neutered.

60. In sum, by engaging in the alleged wrongful acts, including aiding and abetting Seery's breaches of fiduciary duty, Farallon, Stonehill, Muck, and Jessup should not be rewarded. The Proposed Defendants engaged in alleged conduct which damaged the Original Debtor's estate, including improper agreements to compensate Seery under the terms of the CTA. Equitable disallowance is an appropriate remedy which, when combined with disgorgement of all ill-gotten profits, will deprive the Proposed Defendants of their ill-gotten gains.

E. Disgorgement and Unjust Enrichment

61. The law is clear that disgorgement is an available remedy for breach of fiduciary duty both under Texas Law, see *Kinzbach Tool Co. v. Corbett-Wallace Corporation*, 160 S.W. 2d 509 (Tex. 1942), and under Delaware law, see *Metro Storage International, LLC v. Harron*, 275 A.3d 810 (Del. Ch. 2022). Disgorgement is also an appropriate remedy for unjust enrichment under Texas law, *Hunter v. Shell Oil Co.*, 198 F.2d 485 (5th Cir. 1952),

and under Delaware law, *In re Tyson Foods, Inc. Consolidated Shareholder Litigation*, 919 A.2d 563 (Del. Ch. 2007).⁶⁴

62. Likewise, the imposition of a constructive trust is proper for addressing unjust enrichment under both Delaware and Texas law, see *Teacher's Retirement System of Louisiana v. Aidinoff*, 900 A.2d 654 (Del. Ch. 2006) and *Hsin-Chi-Su v. Vantage Drilling Company*, 474 S.W. 3d 384 (Tex. App. – 14th Dist. 2015), pet. denied. The elements of unjust enrichment are: (1) the defendant must have gained a benefit (2) at the expense of plaintiff, (3) and retention of that benefit must be shown to be unjust. See *Restatement (Third) of Restitution and Unjust Enrichment* §321, cmt. e (2011).

63. Here, the imposition of a constructive trust and disgorgement are clearly appropriate to provide redress for the alleged breaches of fiduciary duty and the knowing participation in (or aiding and abetting) those breaches. Furthermore, the imposition of a constructive trust and disgorgement are appropriate to disgorge the improper benefits that all of the Proposed Defendants received by virtue of collusion and insider trading.

64. As set forth in the proposed Adversary Proceeding, Seery gained the opportunity to have his compensation demands rubber stamped. The other Defendants gained the opportunity to purchase valuable claims at a discount knowing that

⁶⁴ It is likely that the Internal Affairs Doctrine will dictate that Delaware choice of law governs the breach of fiduciary duty claims.

pessimistic financial projections were false and that the upside investment potential was great. Retention of the benefits they received would be unjust and inequitable.

65. Clearly, the Debtor's Estate was damaged by virtue of the claimed conduct. Seery obtained profits and compensation to the detriment of that estate as well as the estate of the Reorganized Debtor, other innocent creditors and HMIT, as former equity and as a contingent Claimant Trust Beneficiary.

F. Declaratory Relief

66. HMIT also seeks declaratory relief pursuant to Fed. R. Bank P. 7001(9). Specifically, HMIT seeks a declaratory judgment that: (a) there is a ripe controversy concerning HMIT's rights and entitlements under the Claimant Trust Agreement; (b) as a general matter, HMIT has standing to bring an action against a trustee even if its interest is considered "contingent;" (c) HMIT's status as a Claimant Trust Beneficiary is fully vested upon disgorgement of the ill-gotten profits of Muck and Jessup, and by extension, Farallon and Stonehill; (d) HMIT's status as a Claimant Trust Beneficiary is fully vested upon the equitable disallowance of the Claims held by Muck and Jessup over and above their initial investments; (e) Seery is properly estopped from asserting that HMIT is not an appropriate party to bring this derivative action on behalf of the Reorganized Debtor and/or the Claimant Trust because of fraudulent conduct, bad faith, willful misconduct, and unclean hands; (f) Muck and Jessup are properly estopped from asserting that HMIT is not an appropriate party to bring this derivative action on behalf of the Reorganized

Debtor and the Claimant Trust because of their fraudulent conduct, bad faith, willful misconduct, and unclean hands; and (g) all of the Proposed Defendants are estopped from asserting that HMIT does not have standing in its individual capacity due to their fraudulent conduct, bad faith, willful misconduct, and unclean hands.

G. HMIT has Direct Standing.

67. The Texas Supreme Court recently held that “a partner or other stakeholder in a business organization has constitutional standing to sue for an alleged loss in the value of its interest in the organization.” *Pike v. Texas EMC Mgt., LLC*, 610 S.W.3d 763, 778 (Tex. 2020). In so holding, the Court considered federal law and found that the traditional “incantation that a shareholder may not sue for the corporation’s injury” is really a question of capacity, which goes to the merits of a claim, rather than an issue of standing that would impact subject matter jurisdiction. *Id.* at 777 (noting that the 5th Circuit and “[o]ther federal circuits agree that a plaintiff has standing to sue for the lost value of its investment in a corporation”). Because Seery, Muck, Jessup, Stonehill, Farallon’s alleged actions devalued HMIT’s interest in the Debtor’s Estate, including, without limitation, payment of excessive compensation to Seery, HMIT has standing to pursue its common law claims directly. HMIT also has direct standing to seek declaratory relief as set forth in the proposed Adversary Proceeding.

VII. Prayer

WHEREFORE, PREMISES CONSIDERED, Hunter Mountain Investment Trust respectfully requests this Court grant HMIT leave authorizing it to file the Adversary Complaint, attached as Exhibit 1, as an Adversary Proceeding in this United States Bankruptcy Court for the Northern District of Texas, in its own name and as a derivative action on behalf of the Debtor Highland Capital Management, L.P., against Muck Holdings, LLC, Jessup Holdings, LLC, Farallon Capital Management, LLC, Stonehill Capital Management, LLC, James P. Seery, Jr., and John Doe Defendants Nos. 1 – 10, and further grant HMIT all such other and further relief to which HMIT may be justly entitled.

Dated: March 28, 2023

Respectfully Submitted,
**PARSONS MCENTIRE MCCLEARY
PLLC**

By: /s/ Sawnie A. McEntire
Sawnie A. McEntire
Texas State Bar No. 13590100
smcentire@pmmlaw.com
1700 Pacific Avenue, Suite 4400
Dallas, Texas 75201
Telephone: (214) 237-4300
Facsimile: (214) 237-4340

Roger L. McCleary
Texas State Bar No. 13393700
rmccleary@pmmlaw.com
One Riverway, Suite 1800
Houston, Texas 77056

Telephone: (713) 960-7315

Facsimile: (713) 960-7347

*Attorneys for Hunter Mountain
Investment Trust*

CERTIFICATE OF CONFERENCE

Beginning on March 24, 2023, and also on March 27, 2023, the undersigned counsel conferred either by telephone or via email with all counsel for all Respondents regarding the relief requested in the foregoing Motion, including John A. Morris on behalf of James P. Seery, and Brent McIlwain on behalf of Muck Holdings LLC, Jessup Holdings LLC, Stonehill Capital Management, and Farallon Capital Management. Mr. Seery is opposed to this Motion. Based upon all communications with Mr. McIlwain, it is reasonably believed his clients are also opposed and we advised him that this recitation would be placed in the certificate of conference.

/s/ Sawnie A. McEntire

Sawnie A. McEntire

CERTIFICATE OF SERVICE

I certify that on the 28th day of March 2023, a true and correct copy of the foregoing Motion was served on all counsel of record or, as appropriate, on the Respondents directly.

/s/ Sawnie A. McEntire

Sawnie A. McEntire

EXHIBIT 2

STINSON LLP
Deborah Deitsch-Perez
Michael P. Aigen
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
Telephone: (214) 560-2201
Facsimile: (214) 560-2203
Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

*Counsel for Plaintiffs The Dugaboy Investment Trust and the
Hunter Mountain Investment Trust*

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

<hr/>	
In re:	§
	§ Chapter 11
	§
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§ Case No. 19-34054-sgj11
	§
Reorganized Debtor.	§
<hr/>	
	§
DUGABOY INVESTMENT TRUST and	§
HUNTER MOUNTAIN INVESTMENT TRUST,	§
	§
Plaintiffs,	§ Adversary Proceeding No.
	§
vs.	§
	§
HIGHLAND CAPITAL MANAGEMENT, L.P. and	§
HIGHLAND CLAIMANT TRUST,	§
	§
Defendants.	§
<hr/>	

**COMPLAINT TO (I) COMPEL DISCLOSURES
ABOUT THE ASSETS OF THE HIGHLAND CLAIMANT TRUST AND
(II) DETERMINE (A) RELATIVE VALUE OF THOSE ASSETS, AND
(B) NATURE OF PLAINTIFFS' INTERESTS IN THE CLAIMANT TRUST**



Plaintiffs The Dugaboy Investment Trust (“Dugaboy”) and Hunter Mountain Investment Trust (“HMIT” and collectively with Dugaboy, the “Plaintiffs”) file this adversary complaint (the “Complaint”) against Defendants Highland Capital Management, L.P. (“HCM” or the “Debtor”) and the Highland Claimant Trust (the “Claimant Trust,” and collectively with HCM, the “Defendants”), seeking: (1) disclosures about all distributions and an accounting of the assets and liabilities currently held in the Claimant Trust; (2) a determination of the value of the assets and liabilities; and (3) declaratory relief setting forth the nature of Plaintiffs’ interests in the Claimant Trust.

PRELIMINARY STATEMENT

1. As holders of Contingent Claimant Trust Interests¹ that vest into Claimant Trust Interests once all creditors are paid in full, and as defendants in litigation pursued by Marc S. Kirschner (“Kirschner”) as Trustee of the Litigation Sub-Trust (which seeks to recover damages on behalf of the Claimant Trust), Plaintiffs file this Complaint to obtain information about the assets and liabilities of the Claimant Trust, which was established to monetize and liquidate the assets of the HCM bankruptcy estate.

2. Defendants’ October 21, 2022, January 24, 2023, and April 21, 2023 post-confirmation reports show that even with inflated claims and below-market sales of assets, cash available – if not squandered in self-serving litigation – is more than enough to pay class 8 and class 9 creditors in full. With more than \$100 million in assets left to monetize (not even counting related party notes), and almost \$550,000 in assets already monetized, even after burning through more than \$100 million in professional fees, there is and was more than enough money to pay the inflated \$387 million in creditor claims the Debtor allowed. These numbers compel the question

¹ Capitalized terms not defined have the meanings set forth herein. If no meaning is set forth herein, the terms have the meaning set forth in the Fifth Amended Plan of Reorganization (as Modified) [Docket No. 1808].

– “What was all of this for, other than to justify outside fees and bonuses for the professionals involved?” See paragraphs 17-18 below. And despite repeated and increasingly specific requests, the Debtor has never provided granular enough information to specifically identify all of the monies raised and where all the money has gone, including another hundred million dollars that appears to be unaccounted. *Id.*

3. Accordingly, Plaintiffs and the entire estate would benefit from a close evaluation of current assets and liabilities. Such evaluation will also show whether assets were marked below appraised value during the pandemic and unreasonably held on the books *at those crisis period values*, along with overstated liabilities, to justify continued litigation. That litigation has served to enable James P. Seery (“Mr. Seery”) and other estate professionals to carefully extract nearly every last dollar out of the estate (along with incentive fees), leaving little or nothing for the owners that built the company.

4. Significantly, Kirschner seems to concede the merits of Plaintiffs’ position. After Plaintiffs began seeking the relief sought herein (originally by way of motion), Kirschner himself sought a stay of the massive litigation he instituted to evaluate whether the estate actually needed to collect additional funds. Plaintiffs and other defendants in that litigation agreed to the stay but could not convince the Debtor to provide the kind of fulsome disclosure that would allow Plaintiffs to evaluate for themselves the status of the estate, which secrecy continues to leave Plaintiffs with suspicions that prevent an overall resolution of the bankruptcy with no further need for indemnification reserves. Rather, Debtor continues to provide summary information that is not sufficient to enable Plaintiffs to determine the amounts of money being spent on administration and litigation, and not sufficient to determine whether if all litigation ceased, the estate could pay all creditors with money to spare for equity. Plaintiffs are especially concerned because the

information they have gleaned suggests inappropriate self-dealing that undermines confidence in the Debtor's financial reporting, making the relief sought herein all the more important.

5. While grave harm has already been done by the Defendants' excessive litigation and unnecessary secrecy, valuation now would at least enable the Court to put an end to this already long-running case and salvage some value for equity. As this Court observed in *In re ADPT DFW Holdings*, where there is significant uncertainty about insolvency, protections must be put in place so that the conduct of the case itself does not deplete the equity. In some cases, the protection is in the form of an equity committee; here a prompt valuation of the estate is needed.

6. Upon information and belief, during the pendency of HCM's bankruptcy proceedings, creditor claims and estate assets have been sold in a manner that fails to maximize the potential return to the estate, including Plaintiffs. Rather, Mr. Seery, first acting as Chief Executive Officer and Chief Restructuring Officer of the Debtor and then as the Claimant Trustee, facilitated the sale of creditor claims to entities that had undisclosed business relationships with Mr. Seery; entities that Mr. Seery knew would approve inflated compensation to him when the hidden but true value of the estate's assets were realized. Because Mr. Seery and the Debtor have failed to operate the estate in the required transparent manner, they have been able to justify pursuit of unnecessary avoidance actions (for the benefit of the professionals involved), even though the assets of the estate, if managed in good faith, should be sufficient to pay all creditors.

7. Further, by understating the value of the estate and preventing open and robust scrutiny of sales of the estate's assets, Mr. Seery and the Debtor have been able to justify actions to further marginalize equity holders that otherwise would be in the money, such as including plan and trust provisions that disenfranchise equity holders such as Plaintiffs by preventing them from having any input or information unless the Claimant Trustee certifies that all other interest holders

have been paid in full. Because of the lack of transparency to date, unless the relief sought herein is granted, there will be no checks and balances to prevent a wrongful failure to certify, much less any process to ensure that the estate has been managed in good faith so as to enable all interest holders, including the much-maligned equity holders, to receive their due.

8. By demonizing the estate equity holders, withholding information, and manipulating the sales of claims and assets, Mr. Seery and the Claimant Trust have maximized the potential for a grave miscarriage of justice and at this time it appears their underhanded plan is succeeding.

9. By June 30, 2022, the estate had \$550 million in cash and approximately \$120 million of other assets despite paying what appears in reports to be over \$60 million in professional fees and selling assets non-competitively, perhaps as much as \$75 million below market price.² As detailed below, total pre-confirmation professional fees are now over \$100 million.

10. On information and belief, the value of the assets in the estate as of June 1, 2022 was:

<u>Highland Capital Assets</u>		<u>Value in Millions</u>	
		<u>Low</u>	<u>High</u>
Cash as of Feb 1, 2022		\$125.00	\$125.00
Recently Liquidated	\$246.30		
Highland Select Equity	\$55.00		
Highland MultiStrat Credit Fund	\$51.44		
MGM Shares	\$26.00		
Portion of HCLOF	\$37.50		
Total of Recent Liquidations	\$416.24	\$416.24	\$416.24
Current Cash Balance		\$541.24	\$541.24
Remaining Assets			
Highland CLO Funding, LTD		\$37.50	\$37.50
Korea Fund		\$18.00	\$18.00
SE Multifamily		\$11.98	\$12.10

² Examples of non-competitive sales are set forth in letters to the United States Trustee dated October 5, 2021, November 3, 2021 and May 11, 2022.

Affiliate Notes ³		\$50.00	\$60.00
Other (Misc. and legal)		\$5.00	\$20.00
Total (Current Cash + Remaining Assets)		\$663.72	\$688.84

11. By June 2022, Mr. Seery had also engineered settlements making the inflated face amount of the major claims against the estate \$365 million, but which traded for significantly less.

Creditor	Class 8	Class 9	Beneficiary	Purchase Price
Redeemer	\$137.0	\$0.0	Claim buyer 1	\$65 million
ACIS	\$23.0	\$0.0	Claim buyer 2	\$8.0
HarbourVest	\$45.0	\$35.0	Claim buyer 2	\$27.0
UBS	\$65.0	\$60.0	Claim buyers 1 & 2	\$50.0
TOTAL	\$270.0	\$95.0		\$150.0 million

12. Mr. Seery made no efforts to buy the claims into the estate or resolve the estate efficiently. Mr. Seery never made a proposal to the residual holders or Mr. Dondero and never responded to the many settlement offers from Mr. Dondero with a reorganization (as opposed to liquidation) plan, even though many of Mr. Dondero's offers were in excess of the amounts paid by the claims buyers.

13. Instead, Mr. Seery brokered transactions enabling colleagues with long-standing but undisclosed business relationships to buy the claims without the knowledge or approval of the Court. Because the claims sellers were on the creditors committee, Mr. Seery and those creditors had been notified that “Creditors wishing to serve as fiduciaries on any official committee are advised that they may not purchase, sell or otherwise trade in or transfer claims against the Debtor while they are committee members absent an order of the Court.” These transactions are particularly suspect because, depending on the claim, the claims buyers paid amounts only fractionally higher, equivalent to, or, in some cases, less than the value the Plan estimated would be paid three years later. Sophisticated claims buyers responsible to investors of their own would

³ Some of the Affiliate Notes should have been forgiven as of the MGM sale and/or have other defenses, but litigation continues over that also.

not pay what appeared to be full price unless they had material non-public information that the claims could and would be monetized for much more than the public estimates made at the time of Plan confirmation – as indeed they have been.

14. On information and belief, Mr. Seery provided such information to claims buyers, rather than buying the claims in to the estate for the roughly \$150 million for which they were sold. By May 2021, when the claims transfers were announced to the Court, the estate had over \$100 million in cash and access to additional liquidity that could have been used to retire the claims for the sale amounts, leaving an operating business in the hands of its equity owners.

15. Specifically, Mr. Seery could and should have investigated seeking sufficient funds from equity to pay all claims and return the estate to the equity holders. This was an obvious path because the estate had assets sufficient to support a \$59 million line of credit, as Mr. Seery eventually obtained. If funds had been raised to pay creditors in the amounts for which claims were sold, much of the massive administrative costs run up by the estate would never have been incurred because the larger amounts would not have been needed. One such avoided cost would be the post-effective date litigation pursued by Mr. Kirschner, as Litigation Trustee for the Litigation Sub-Trust, whose professionals likely charged over \$2000 an hour for senior lawyers and over \$800 an hour for first year associates (data obtained from other cases because there has been no disclosure in the HCM bankruptcy of the cost of the Kirschner litigation). However, buying the claims to resolve the bankruptcy and enabling equity to resume operations would not have had the critical benefit to Mr. Seery that his scheme contained: placing the decision on his incentive bonus, perhaps as much as \$30 million or more, in the hands of grateful business colleagues who received outsized rewards for the claims they were steered into buying. The parameters of Mr. Seery's incentive compensation is yet another item cloaked in secrecy, contrary to the general rule that the

hallmark of the bankruptcy process is transparency. These circumstance show why Plaintiffs are right to be concerned and why it is critical that transparency be achieved.

16. But worse still, even with all of the manipulation that appears to have occurred, Plaintiffs believe that the combination of cash and other assets held by the Claimant Trust in its own name and held in various funds, reserve accounts, and subsidiaries, if not depleted by unnecessary litigation, would still be sufficient to pay all Claimant Trust Beneficiaries in full, with interest now.

17. Set forth below is Plaintiffs’ best estimate of the assets of the estate. Plaintiffs have been seeking information to enable to them to confirm the accuracy of their estimates, but the Debtor has refused to provide the necessary information to do so. Indeed, after the last quarterly report, in which Debtor provided some but not all of the information Plaintiffs were seeking, Plaintiffs sent a revised list, more precisely targeting the remaining information sought. Because Debtor failed to respond, it remained necessary to file this adversary proceeding.

18. This is Plaintiffs’ best estimate of the assets of the Highland estate and its cash flows. It is obvious that even if off by a significant percent, no further litigation to collect assets for the estate is needed to pay creditors. Moreover, the ample solvency of the estate was or should have been obvious to the estate professionals for quite some time, making the substantial cash burn in the estate utterly unconscionable.

Assets	Amount	Backup
HCMLP Assets to be Monetized¹		
As of 3/31/23 (Est.)		
Highland CLO Funding, f/k/a Acis Loan Funding, Ltd. (“HCLOF”)	\$ 25,000,000	Debtor Pleading (re ACIS) Dkt 1235 Filed 08/18/21 p.3n.10 (\$25 m); 3/31/23 DAF Multi-Strat Statement (\$19.5 m est); more value in the 1.0 CLOS (Brentwood – 17%;Gleneagles – 1%;Grayson – 5%;Greenbriar-23%;Liberty-18%;Rockwall-15%)

Highland Multi Strategy Credit Fund, L.P. ("MS")		30,817,992	ADV 3/31/23 (rev 4/24/2023)
Highland Restoration Capital Partners Master LP & Highland Restoration Capital Partners, L.P. ("RCP")		24,192,773	ADV 3/31/23 (rev 4/24/2023)
Stonebridge-Highland Healthcare Private Equity Fund ("Korea Fund")		5,701,330	ADV 3/31/23 (rev 4/24/2023)
SE Multifamily Holdings LLC ("SE Multifamily")		12,400,000	Communications with Debtor that apparently values it higher
Other		5,000,000	Other investments on the post-confirmation report
Assets as of 3/31/21 (Est.)¹		\$ 103,112,095	
HCMLP Monetizations & Management Fees (est.)	Sale date if known		
10/31/19 - 3/31/23 (Est.)			
Targa	October ?, 2021	\$ 37,500,000	Uptick from COVID; market communications
Trussway	Sept. 1, 2022	180,000,000	90% of sales price 200MM, net of debt; need confirmation
Cornerstone	Jan. 23, 2023	132,500,000	Assume 53% of sales price obtained because: HCM owns about 50% of RCP and 60% of Crusader (and assume increase in value of MGM within Cornerstone should have been enough to offset its debt) Sale announced May 12, 2022
SSP	Month/date/2020	18,000,000	Market communications
MGM Direct	Mar. 17, 2022	25,000,000	@ \$145, sale announced May 2021
Petrocap	Aug. 10, 2021	2,684,886	Dkt, 2537, sale motion
Uchi	Aug. 6, 2021	9,750,000	Dkt 2687, sale order
Jefferies Account & DRIP		60,000,000	FV form 206, net of debt, but NXRT moved from \$40-\$80ish; don't know when monetized, so number could be low
Terrell (raw land)		500,000	FV Form 206
Mgmt Fees/Dist/Fund loan repayments (est.)		30,000,000	3 years mgmt fees, misc distributions in MS/RCP/Korea, loan paybacks
Siepe		3,500,000	Market communications
HCLOF		35,000,000	Calculated based on DAF distributions
Total Monetizations & Cash Flows (Est.)		\$ 534,434,886	
Total Assets as of 3/31/23 & Prior Monetizations & Management Fees		\$ 637,546,981	

Cash Roll			
10/31/19 - 3/31/23 (Est.)			
Cash as of 10/31/2019		\$ 2,286,000	
Monetizations & Cash Flows (10/31/19 - 3/31/23)		534,434,886	
Less: Cash on Hand as of 3/31/23		(57,000,000)	ADV 3/31/23
Fees, Distributions & Other Receipts (10/31/19 - 3/31/23) ²		\$ 479,720,886	
Administrative Fees Paid		\$ 100,781,537	Dkt 3756 filed on 4/21/23 (\$33,005,136 for Professional fees (bk); \$7,604,472 for Professional fees (nonbk); \$60,171,929 for all prof fees and exp (Debtor & UCC). Note: this appears to "Preconfirmation." What are the post confirmation amounts?)
Cumulative Payments to Creditors		276,709,651	Dkt 3756 - Unsecured, priority, secured and admin.
Other Unknown Payments or ?		102,229,698	The \$102 million is calculated by subtracting cumulative payments to creditors and known pre conf prof fees and costs from the \$479 million determined above. Where are these funds; what were they used for?
Fees & Distributions Paid (10/31/19 - 3/31/23)		\$ 479,720,886	
¹ Does not include approximately \$70MM in affiliate notes			
² Includes \$100MM of fees paid during bankruptcy			

19. In short, it appears that the professionals representing HCM, the Claimant Trust, and the Litigation Sub-Trust have been litigating claims against Plaintiffs and others, even though the only beneficiaries of any recovery from such litigation would be Plaintiffs in this adversary proceeding (and of course the professionals pressing the claims). It is only the cost of the pursuit of those claims that threatens to depress the value of the Claimant Trust sufficiently to justify continued pursuit of the claims, creating a vicious cycle geared only to enrich the professionals, including Mr. Seery, and to strip equity holders of any meaningful recovery. Even with the stay of

the Kirschner litigation, the Debtor continues to pursue litigation, such as its vexatious litigant motion, and presumably opposing this litigation, that unnecessarily depletes the estate.

20. Based upon the restrictions imposed on Plaintiffs, including the unprecedented inability for Plaintiffs, as holders of Contingent Claimant Trust Interests, to access virtually any financial information related to the Claimant Trust, Plaintiffs have little to no insight into the value of the Claimant Trust assets versus the Claimant Trust's obligations and no method to independently ascertain those amounts until Plaintiffs become Claimant Trust Beneficiaries. Because Mr. Seery and the professionals benefiting from Mr. Seery's actions have ensured that Plaintiffs are in the dark regarding the estate's assets and liabilities, as well as the estate's professional and incentive fees that are rapidly depleting the estate, there is a compelling need for the relief sought herein.

21. In bringing this Complaint, Plaintiffs are seeking transparency about the assets currently held in the Claimant Trust and their value—information that would ultimately benefit all creditors and parties-in-interest by moving forward the administration of the Bankruptcy Case.

JURISDICTION AND VENUE

22. This adversary proceeding arises under and relates to the above-captioned Chapter 11 bankruptcy case (the "Bankruptcy Case") pending before the United States Bankruptcy Court for the Northern District of Texas (the "Court").

23. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

24. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(A) and (O).

25. In the event that it is determined that the Court, absent consent of the parties, cannot enter final order or judgments over this matter, Plaintiffs do not consent to the entry of a final order by the Court.

THE PARTIES

26. Dugaboy is a trust formed under the laws of Delaware.
27. HMIT is a trust formed under the laws of Delaware.
28. HCM is a limited partnership formed under the laws of Delaware with a business address of 100 Crescent Court, Suite 1850, Dallas, Texas 75201.
29. The Claimant Trust is a statutory trust formed under the laws of Delaware with a business address of 100 Crescent Court, Suite 1850, Dallas, Texas 75201.

CASE BACKGROUND

30. On October 16, 2019 (the “Petition Date”), HCM, a 25-year Delaware limited partnership in good standing, filed for Chapter 11 restructuring in the United States Bankruptcy Court for the District of Delaware.

31. At the time of its chapter 11 filing, HCM had approximately \$400 million in assets (ultimately monetized for much more as a result of market events, such as the sale of HCM’s portfolio companies for substantial profits, as was always planned by Mr. Dondero) and had only insignificant debt owing to Jeffries, with whom it had a brokerage account, and one other entity, Frontier State Bank. [Dkt. No. 1943, ¶ 8]. HCM’s reason for seeking bankruptcy protection was to restructure judgment debt stemming from an adverse arbitration award of approximately \$190 million issued in favor of the Redeemer Committee of the Crusader Funds, which, after offsets and adjustments, would have been resolved for about \$110 million. Indeed, the Redeemer Committee sold its claim for about \$65 million, well below the expected \$110 million,⁴ and indeed, even below amounts for which Dondero offered to buy the claim.

⁴ Reports that Redeemer Committee was paid \$78 million note that in addition to the claim, the Committee sold other assets as well, which on information and belief, amounted to about \$13 million.

32. At the urging of the newly-appointed Unsecured Creditors Committee (the “Committee”), and over the objection of HCM and its management, the Delaware Bankruptcy Court transferred the bankruptcy case to this Court on December 4, 2019. It seems likely that the creditors sought this transfer to take advantage of antipathy the Court had exhibited to HCM and its management in the ACIS bankruptcy.⁵ Shortly after the transfer, and likewise influenced by the adverse characterizations of HCM management in the ACIS bankruptcy, the U.S. Trustee, notwithstanding the Debtor’s apparent solvency, sought appointment of a chapter 11 trustee.

33. To avoid the appointment of a chapter 11 trustee and the potential liquidation of a potentially solvent estate, the Committee and the Debtor agreed that Strand Advisors, Inc., HCM’s general partner, would appoint a three-member independent board (the “Independent Board”) to manage HCM during its bankruptcy. The three board members were:

- a. James P. Seery, Jr. – (who was selected by arbitration awardee and Committee member, the Redeemer Committee);
- b. John Dubel – (who was selected by Committee member UBS); and
- c. Former Judge Russell Nelms – (who was selected by the Debtor).

34. The Bankruptcy Court almost immediately and then repeatedly let the Debtor’s professionals know that its feelings about Mr. Dondero and other equity holders had not changed – a disclosure that led inexorably to the many acts that now threaten to wipe out entirely the value of the equity. For example, at one of the earliest hearings, the Court rejected recommendations by

⁵ For example, at a hearing in Delaware Bankruptcy Court on the Motion to Transfer Venue to this Court, Mr. Pomerantz, counsel for Debtor stated, “The debtor filed the case in this district because it wanted a judge to preside over this case that would look at what’s going on with this debtor, with this debtor’s management, this debtor’s post-petition conduct, without the baggage of what happened in a previous case, which contrary to what Acis and the committee says, has very little do with this debtor.” [December 2, 2019 Hearing Transcript at 79, Case No. 19012239 (CSS), Docket No. 181]. The taint of the ACIS case can be seen in that, without having read or even seen the supposedly offending complaint, during the ACIS case Judge Jernigan called Mr. Dondero not just vexatious, but “transparently vexatious,” for allegedly having sued Moody’s for failing to downgrade certain CLOs that ACIS had been manipulating in violation of its indentures and even though the Plaintiff in the supposedly offending case was not Mr. Dondero or any company he controlled [September 23, 2020 Hearing Transcript at 51-52, In re Acis Capital Management, L.P. and Acis Capital Management GP, LLC, Case No. 18-30264-SGJ-11, Docket No. 1186].

Judge Nelms, suggesting he was bamboozled because he was under management's spell. Specifically, Judge Jernigan admitted that normally "Bankruptcy Courts should defer heavily to the reasonable exercise of business judgment by a board... But I'm concerned that Dondero or certain in-house counsel has -- you know, they're smart, they're persuasive... they have exercised their powers of persuasion or whatever to make the Board and the professionals think that there is some valid prospect of benefit to Highland with these [actions], when it's really all about . . . Mr. Dondero." [February 19, 2020 Hearing Transcript at 177.]

35. At around the same time that the Court telegraphed animus towards Mr. Dondero, it also squelched oversight by responsible professionals who could and would have ensured transparency. When the Committee and the Debtor reported to the Court that they had agreed to use Judge Jones and Judge Isgur in Houston as mediators to potentially resolve the bankruptcy case, Judge Jernigan stated that she was "surprised that Judge Jones' or Judge Isgur's staff expressed that they had availability." Debtor's counsel then asked if he could independently follow up with staff for Judges Jones and Isgur regarding their availabilities, and Judge Jernigan said, "I'll take it from here." Six days later, Judge Jernigan simply said, "my continued thought on that [mediation by Judges Jones and Isgur] is that they just don't have meaningful time." [July 14, 2020 Hearing Transcript at 121.] In retrospect, this avoided scrutiny of the case by professionals who would recognize and potentially curtail the Court's unprecedented, immediately biased conduct of the case. This sent a powerful message to Mr. Seery and the other professionals who developed strategies to enrich themselves to the detriment of any possibility of a quick reorganization with equity regaining control.

36. Meanwhile, not realizing the turn the bankruptcy was about to take, Mr. Dondero had agreed to step down as CEO of the Debtor and to the appointment of an Independent Board only

because he was assured that new, independent management would expedite an exit from bankruptcy, preserve the Debtor's business as a going concern, and retain and compensate key employees whose work was critical to ensuring a successful reorganization.

37. None of that happened. Almost immediately, Mr. Seery emerged as the *de facto* leader of the Independent Board. On July 14, 2020, the Court retroactively appointed Mr. Seery Chief Executive Officer and Chief Restructuring Officer, vesting him with the fiduciary responsibilities of a registered advisor to investors and fiduciary responsibilities to the estate. [Dkt. No. 854]. And although Mr. Seery publicly represented that he intended to restructure and preserve HCM's business, privately he was engineering a much different plan.

38. Mr. Seery's public-facing statements stand in stark contrast to what actually happened under his direction and control. For example, Mr. Seery initially reported consistently positive reviews of the Debtor's employees, describing the Debtor's staff as a "lean" and "really good team." He also testified: "My experience with our employees has been excellent. The response when we want to get something done, when I want to get something done, has been first-rate. The skill level is extremely high."

39. Yet, despite these glowing reviews, Mr. Seery failed to put a key employee retention program into place, and although key employees supported Mr. Seery and the Debtor through the plan process, ultimately Mr. Seery fired most of those employees. It was clear that Mr. Seery was firing anyone with perceived loyalty to Mr. Dondero, no doubt leaving remaining staff fearful of challenging Mr. Seery, lest they too be fired.

40. From the start, and before there was much litigation to speak of, the Court regularly referred to Mr. Dondero and related parties as "vexatious litigants," emboldening the Debtor to do the same, even while admitting it had not presented evidence that Mr. Dondero was a vexatious

litigant. This was plainly a carryover from the ACIS case where the Court labelled Mr. Dondero a “transparently” vexatious litigant based on pleadings she had only heard about from parties opposing Dondero and admittedly had not read herself. Ironically, the first time Mr. Dondero was labeled “vexatious” by the Court in the HCM case, he was defending himself from three lawsuits initiated by the Debtor and had commented on proposed settlements in the case, but had not himself initiated any actions in the case. Thereafter, though, the Debtor and its professionals repeated the mantra that Dondero and his companies were vexatious litigants to successfully oppose sharing information about the estate with them.

41. In addition to the Debtor’s mistreatment of employees, under the control of the Independent Board, most of the ordinary checks and balances that are the hallmark of bankruptcy were ignored. Despite providing regular and robust financial information to the Committee, the Debtor inexplicably failed and refused to file quarterly 2015.3 reports, leaving stakeholders, including Plaintiffs, in the dark about the value of the estate and the mix of assets it held, bought or sold. Amplifying the lack of transparency, Mr. Seery further engineered transactions that also served to hide the real value of the estate.

42. For example, he authorized the Debtor to settle the claims of HarbourVest (which claims had initially been valued at \$0) for \$80 million, in order to acquire HarbourVest’s interest in Highland CLO Funding, Ltd. (“HCLOF”), gain HarbourVest’s vote in favor of its Plan, and hide the value of Debtor’s interest in HCLOF by placing it into a non-reporting subsidiary. This created another pocket of non-public information because the pleadings supporting the 9019 settlement valued the HCLOF interest at \$22 million, when, on information and belief, it was worth \$34.1 million at the time, about \$40 million when the settlement was consummated, and over \$55 million 90 days later when the MGM sale was announced.

43. At the same time, Mr. Seery and the Independent Board deliberately shut out equity holders from any discussion surrounding the plan of reorganization or HCM's efforts to emerge from bankruptcy as a going concern. Indeed, as noted above, Mr. Seery failed to meaningfully respond to the many proposals made by residual equity holders to resolve the estate and never encouraged any dialogue between creditors and equity holders. These failures only contributed to the difficulty of getting stakeholders' buy-in for a reorganization plan and significantly undermined an efficient exit from bankruptcy.

44. Worse still, while knowing that HCM had sufficient resources to emerge from bankruptcy as a going concern (and, on information and belief, while knowing that the estate was solvent), Mr. Seery and the Independent Board failed to propose any plan of reorganization that contemplated HCM's continued post-confirmation existence. Instead, and inexplicably, the very first plan proposed contemplated liquidation of the company, as did all subsequent plans.

45. While secretly engineering the total destruction of HCM, Mr. Seery also privately settled multiple proofs of claim against the estate at inflated levels that were unreasonable multiples of the Debtor's original estimates. He did this notwithstanding the Debtor's early and vehement objection to many of the claims as baseless. But instead of litigating those objections in a manner that would have exposed the true value of the claims, on information and belief, Mr. Seery settled the claims as a means of brokering sales of the claims at 50-60% of their face values. That is, the inflated values softened up claims sellers to induce them to sell. Had the Debtor instead fought the inflated proofs of claim in open court, it could have settled the claims for closer to true value and ensured that the estate had sufficient resources to pay them.

46. It is also no coincidence that virtually all original proofs of claim were sold to buyers that had prior business relationships with Mr. Seery and/or affiliates of Grosvenor (a

company with which Mr. Seery has a long personal history)—buyers that ultimately would be positioned to approve a favorable compensation and bonus structure for Mr. Seery.

47. That the claims sales happened at all is curious in light of the scant publicly-available information about the value of the estate. It would have been impossible, for example, for any of the claims buyers to conduct even modest due diligence to ascertain whether the purchases made economic sense. In fact, the publicly-available information purported to show a net decrease in the estate’s asset value by approximately \$200 million in a matter of months during the global pandemic. Dkt. 2949. Given the sophistication of the claims-buyers, their purchases of claims at prices that in some cases exceeded published expected recoveries (according to the schedules then available to the public) would only make sense if they obtained inside information regarding the transactions undertaken by Debtor management that would justify the transfer pricing.

48. And indeed, the claims could and would be monetized for much more than the publicly-available information suggested (as only one with inside information would know). In October 2022, \$250 million was paid to Class 8 holders. That is about 85% of the inflated proofs of claim and \$90 million more than plan projections. On information and belief, claims buyers have thus had an over 170% annualized return thus far, with more to come. On information and belief, Mr. Seery will use this “success” to justify an incentive bonus estimated in the range of \$30 million or more, while engineering the estate to prevent equity holders from objecting or even knowing.

49. At the same time, the Claimant Trust has made no distributions to Contingent Claimant Trust Interest holders and has argued in various proceedings that no such distributions are likely. No wonder. The cost of holding open the estate, including unnecessary litigation costs,

appears to have exceeded \$140 million post-confirmation, and seems geared to ensure that no such distributions can occur, even though it can now be projected that the litigation is not needed to pay creditors. *See* Docket No. 3410-1.

50. It is worth noting that it appears that virtually all of the claims trades brokered on behalf of Committee members seem to have occurred while those entities remained on the Committee. Yet at the outset of their service, Committee members were instructed by the United States Trustee that “Creditors wishing to serve as fiduciaries on any official committee are advised that they may *not* purchase, sell or otherwise trade in or transfer claims against the Debtor while they are committee members absent an order of the Court.” Thus, the claims trades violated Committee members’ fiduciary duty to the estate while lining the pockets of Mr. Seery and other Debtor professionals, to the detriment of creditors and residual equity holders.

51. The sales of claims were not the only transactions shrouded in secrecy. As further detailed in other litigation, assets were sold with insufficient disclosures, no competitive bidding, no data room, and without inviting equity (which may have at one time had the knowledge to make the highest bid) to participate in the sales process. Indeed, on occasion assets were sold for amounts less than Mr. Dondero’s written offers. This exacerbated the harms caused by the lack of transparency characterized by the Court’s indifference to the Debtor’s complete failure to abide by its Rule 2015 disclosure obligations.

52. In short, the lack of transparency combined with at least the appearance of bias, if not actual bias of the Bankruptcy Court, emboldened and enabled an opportunistic CRO to manipulate the bankruptcy to enrich himself, his long-time business associates, and the professionals continuing to litigate to collect fees to pay claims that, but for that manipulation, could have been resolved with money left over for equity.

STATEMENT OF FACTS

A. Plaintiffs Hold Contingent Claimant Trust Interests

53. As of the Petition Date, HCM had three classes of limited partnership interests (Class A, Class B, and Class C). *See* Disclosure Statement [Docket No. 1473], ¶ F(4).

54. The Class A interests were held by Dugaboy, Mark Okada (“Okada”), personally and through family trusts, and Strand Advisors, Inc. (“Strand”), HCM’s general partner. The Class B and C interests were held by HMIT. *Id.*

55. In the aggregate, HCM’s limited partnership interests were held: (a) 99.5% by HMIT; (b) 0.1866% by Dugaboy, (c) 0.0627% by Okada, and (d) 0.25% by Strand.

56. On February 22, 2021, the Court entered the Order (i) Confirming the Fifth Amended Plan of Reorganization (as Modified) and (ii) Granting Related Relief [Docket No. 1943] (the “Confirmation Order”) [Docket No. 1808] (the “Plan”).

57. In the Plan, General Unsecured Claims are Class 8 and Subordinated Claims are Class 9. *See* Plan, Article III, ¶ H(8) and (9).

58. In the Plan, HCM classified HMIT’s Class B Limited Partnership Interest and Class C Limited Partnership Interest (together, Class B/C Limited Partnership Interests) as Class 10, separately from that of the holders of Class A Limited Partnership Interests, which are Class 11 and include Dugaboy’s Limited Partnership Interest. *See* Plan, Article III, ¶ H(10) and (11).

59. According to the Plan, Contingent Claimant Trust Interests distributed to the Holders of Class A Limited Partnership Interests are subordinate to the Contingent Claimant Trust Interests distributed to the Holders of Class B/C Limited Partnership Interests. *See* Plan, Article I, ¶44.

60. In the Confirmation Order, the Court found that the Plan properly separately classified those equity interests because they represent different types of equity security interests in HCM and

different payment priorities pursuant to that certain Fourth Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P., dated December 24, 2015, as amended (the “Limited Partnership Agreement”). Confirmation Order, ¶36; Limited Partnership Agreement, §3.9 (Liquidation Preference).

61. The Court overruled objections to the Plan lodged by entities it deemed related to Mr. Dondero, including Dugaboy. In doing so, the Court acknowledged that Dugaboy has a residual ownership interest in HCM and therefore “technically” had standing to object to the Plan. *See* Confirmation Order, ¶¶ 17-18.

62. Based on the Debtor’s financial projections at the time of confirmation, however, the Court found that the plan objectors’ “economic interests in the Debtor appear to be extremely remote.” *Id.*, ¶ 19; *see also id.*, ¶ 17 (“the remoteness of their economic interests is noteworthy”).

63. The Plan went Effective (as defined in the Plan) on August 11, 2021, and HCM became the Reorganized Debtor (as defined in the Plan) on the Effective Date. *See* Notice of Occurrence of the Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. [Docket No. 2700].

64. The Plan created the Claimant Trust, which was established for the benefit of Claimant Trust Beneficiaries, which is defined to mean:

the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, including, upon Allowance, Disputed General Unsecured Claims and Disputed Subordinated Claims that become Allowed following the Effective Date, and, only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent all Allowed unsecured Claims, excluding Subordinated Claims, have been paid in full post-petition interest from the Petition Date at the Federal Judgment Rate in accordance with the terms and conditions set forth in the Claimant Trust Agreement and all Disputed Claims in Class 8 and Class 9 have been resolved, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests

See Plan, Article I, ¶27; *see also* Claimant Trust Agreement, Article I, 1.1(h).

65. Plaintiffs hold Contingent Claimant Trust Interests, which will vest into Claimant Trust Interests upon infeasible payment of Allowed Claims.

66. Depending on the realization of asset value less debts, Plaintiffs may become Claimant Trust Beneficiaries.

67. The Post Confirmation Quarterly Reports for the First Quarter of 2023 [Docket No. 3756 and 3757], show distributions of \$270,205,592 to holders of general unsecured claims, which is 68% of the total allowed general unsecured claims of \$397,485,568. This amount is far greater than was anticipated at the time of confirmation of the Plan. About \$277 million has been distributed to creditors when secured, priority and administrative creditors are also considered.

B. Debtor Has Failed To Disclose Claimant Trust Assets

68. Upon information and belief, the value of the estate, as held in the Claimant Trust, has changed markedly since Plan confirmation. Not only have many of the assets held by the estate fluctuated in value based on market conditions, with some increasingly in value dramatically, but Plaintiffs are aware that many of the major assets of the estate have been liquidated or sold since Plan confirmation, locking in increased value to the estate.

69. The estate is solvent and has always been solvent. Nonetheless, Mr. Seery has remained committed to maximizing professional fees and incentive fees by increasing the total claims amount to justify litigation to satisfy those inflated claims.

70. As noted above, by June of 2022, starting with \$125 million in cash, the estate liquidated other assets of over \$416 million, building a cash war chest of over \$541 million. Thus, with the remaining less-liquid assets, the total value of the estate's assets as of June 2022 was over \$600 million, excluding related party notes.

71. Contrasting those assets with the claims against the estate demonstrates that further collection of assets was (and is) unnecessary.

72. As set forth above, while the inflated face amount of the claims sold was \$365 million, the sale price was about \$150 million. The estate therefore easily had the resources to retire the claims for the sale amounts, leaving an operating business in the hands of its equity owners.

73. Instead, Mr. Seery liquidated estate assets at less-than-optimal prices, without competitive process, without including residual equity holders, and in all cases required strict non-disclosure agreements from the buyers to prevent any information flowing to the public, the residual equity, or the Court. This uncharacteristic secrecy enabled Mr. Seery and the professionals to maintain the delicate balance of keeping just enough assets to pay professionals and incentive fees but still maintain the pretense that further litigation was needed.

74. Each effort by Plaintiffs, Mr. Dondero and related companies to obtain information to assess whether interference was necessary to stop the continued looting has been vigorously opposed, and ultimately rejected by an apparently biased Court. Plaintiffs were unable to cause the Debtor to provide the most basic of reports, including Rule 2015 statements, and Plaintiffs' efforts to obtain even the most basic details regarding asset sales and professional fees have all been denied. Rather, such details are in the hands of a select few, such as the Oversight Board of the Claimant Trust.

75. The Plan requires the Claimant Trustee to determine the fair market value of the Claimant Trust Assets as of the Effective Date and to notify the applicable Claimant Trust Beneficiaries of such a valuation, as well as distribute tax information to Claimant Trust Beneficiaries as appropriate. *See* Plan, ¶Art. IV(B)(9).

76. But no like information regarding valuation of the Claimant Trust Assets is available to Plaintiffs as holders of Contingent Claimant Trust Interests, even though Plaintiffs, as contingent beneficiaries of a Delaware statutory trust, are entitled to financial information relating to the trust.

C. Plaintiffs Are Kirschner Adversary Proceeding Defendants

77. On October 15, 2021, Marc S. Kirschner, as Litigation Trustee of the Litigation Sub-Trust, commenced the Kirschner Adversary Proceeding against twenty-three defendants, including Plaintiffs, alleging various causes of action. *See Marc S. Kirschner, as Litigation Trustee of the Litigation Sub-Trust vs. James Dondero, et al.*, Adv. Pro. No. 21-03076-sgj, Adv. Proc. No. 21-03076, Docket No. 1 (as amended by Docket No. 158).

78. The Litigation Sub-Trust was established within the Claimant Trust as a wholly owned subsidiary of the Claimant Trust for the purpose of investigating, prosecuting, settling, or otherwise resolving the Estate Claims, with any proceeds therefrom to be distributed by the Litigation Sub-Trust to the Claimant Trust for distribution to the Claimant Trust Beneficiaries. *See* Plan, Article IV, ¶ (B)(4).

79. Any recovery from the Kirschner Adversary Proceeding will be distributed to Claimant Trust Beneficiaries.

80. Depending on the realization of asset value less debts, Plaintiffs may become Claimant Trust Beneficiaries.

81. The Litigation Sub-Trust is pursuing claims against Plaintiffs in the Kirschner Adversary Proceeding, which, if they become Claimant Trust Beneficiaries, would be the recipients of distributions of such recovery (less the cost of litigation). Therefore, Plaintiffs require the requested information in order to properly analyze and evaluate the claims asserted against

them in the Kirschner Adversary Proceeding and to determine whether those claims have any validity.

FIRST CLAIM FOR RELIEF
(Disclosures of Claimant Trust Assets and Request for Accounting)

82. Plaintiffs repeat and re-allege the allegations in each of the foregoing paragraphs as though fully set forth herein.

83. Due to the lack of transparency into the assets of the Claimant Trust, Plaintiffs are unable to determine whether their Contingent Claimant Trust Interests may vest into Claimant Trust Interests.

84. Certain information about the Claimant Trust Assets has already been provided to others, including Claimant Trust Beneficiaries and the Oversight Board for the Claimant Trust.

85. Information about the Claimant Trust Assets would help Plaintiffs evaluate whether settlement of the Kirschner Adversary Proceeding and other proceedings is feasible, which would further the administration of the bankruptcy estate, benefitting all parties in interest.

86. This Court specifically retained jurisdiction to ensure that distributions to Holders of Allowed Equity Interests are accomplished pursuant to the provisions of the Plan. *See* Plan, Article XI.

87. The Plan provides that distributions to Allowed Equity Interests will be accomplished through the Claimant Trust and Contingent Claimant Trust Interests. *See* Plan Article III, (H)(10) and (11).

88. The Defendants should be compelled to provide information regarding the Claimant Trust assets, including the amount of cash and the remaining non-cash assets, and details of all transactions that have occurred since the wall of silence was erected, and all liabilities.

SECOND CLAIM FOR RELIEF
(Declaratory Judgment Regarding Value of Claimant Trust Assets)

89. Plaintiffs repeat and re-allege the allegations in each of the foregoing paragraphs as though fully set forth herein.

90. Once Defendants are compelled to provide information about the Claimant Trust assets, Plaintiffs seek a determination from the Court of the relative value of the Claimant Trust assets compared to the bankruptcy estate obligations.

91. If the value of the Claimant Trust assets exceeds the obligations of the estate, then several pending adversary proceedings aimed at recovering value for HCM's estate can be justly deemed unnecessary to pay creditors in full. As such, the pending adversary proceedings could be brought to a swift close, allowing creditors to be paid and the Bankruptcy Case to be brought to a close, ultimately stopping the bloodshed.

92. In addition, professionals associated with the estate—including but not limited to Mr. Seery, Pachulski, Development Specialists, Inc., Kurtzman Carson Consultants, Quinn Emanuel, Mr. Kirschner, and Hayward & Associates—are continuing to incur and receive millions of dollars a month in professional fees, thereby further eroding an estate that is either solvent or could be bridged by a settlement that would pay the spread between current assets and current allowed creditor claims. Fees for Pachulski range from \$460 an hour for associates to \$1,265 per hour for partners, and fees for Quinn Emanuel lawyers range from \$830 an hour for first year associate to over \$2100 per hour for senior partners. At these rates, depletion of the estate will occur rapidly.

THIRD CLAIM FOR RELIEF

(Declaratory Judgment and Determination Regarding Nature of Plaintiff's Interests)

93. Plaintiffs repeat and re-allege the allegations in each of the foregoing paragraphs as though fully set forth herein.

94. In the event that the Court determines that the Claimant Trust assets exceed the obligations of the bankruptcy estate in an amount sufficient so that all Allowable Claims may be indefeasibly paid, Plaintiffs seek a declaration and a determination that the conditions are such that their Contingent Claimant Trust Interests are likely to vest into Claimant Trust Interests, making them Claimant Trust Beneficiaries.⁶

95. Such a declaration and a determination by the Court would further assist parties in interest, such as Plaintiffs, to ascertain whether the estate is capable of paying all creditors in full and also paying some amount to residual interest holders, as contemplated by the Plan and the Claimant Trust Agreement.

WHEREFORE, Plaintiffs pray for judgment as follows:

- (i) On the First Claim for Relief, Plaintiffs seek an order compelling Defendants to disclose the assets currently held in the Claimant Trust, transactions completed that affect the Claimant Trust directly or indirectly, and all liabilities of the Claimant Trust;; and
- (ii) On the Second Claim for Relief, Plaintiffs seek a determination of the relative value of those assets in comparison to the claims of the Claimant Trust Beneficiaries; and
- (iii) On the Third Claim for Relief, Plaintiffs seek a determination that the conditions are such that all current Claimant Trust Beneficiaries could be paid in full, with

⁶ To be clear, Plaintiffs do not ask the Court to determine that they are Claimant Trust Beneficiaries or otherwise to convert their contingent interests into non-contingent interests. All of that must be done according to the terms of the Plan and the Claimant Trust Agreement.

such payment causing Plaintiffs' Contingent Claimant Trust Interests to vest into
Claimant Trust Interests; and

(iv) Such other and further relief as this Court deems just and proper.

Dated: May 10, 2023

Respectfully submitted,

STINSON LLP

Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

*Counsel for The Dugaboy Investment Trust
and the Hunter Mountain Investment Trust*

EXHIBIT 3



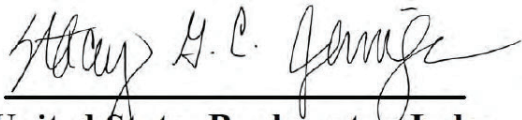
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed August 25, 2023


United States Bankruptcy Judge

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

IN RE:

HIGHLAND CAPITAL MANAGEMENT, L.P.,
Reorganized Debtor.

§
§
§
§
§

Chapter 11

Case No. 19-34054-sgj-11

**MEMORANDUM OPINION AND ORDER PURSUANT TO PLAN “GATEKEEPER
PROVISION” AND PRE-CONFIRMATION “GATEKEEPER ORDERS”: DENYING
HUNTER MOUNTAIN INVESTMENT TRUST’S EMERGENCY MOTION FOR
LEAVE TO FILE VERIFIED ADVERSARY PROCEEDING¹
[BANKR. DKT. NOS. 3699, 3760, 3815, and 3816]**

I. INTRODUCTION

BEFORE THIS COURT is yet another post-confirmation dispute relating to the Chapter 11 bankruptcy case of Highland Capital Management, L.P. (“Highland” or “Reorganized Debtor”).

¹ On August 2, 2023, this court signed an Order [Bankr. Dkt. No. 3897] that was agreed to among various parties, after the filing of a Motion to Stay and Compel Mediation [Bankr. Dkt. No. 3752] filed by James D. Dondero and related entities. Pursuant to paragraph 7 of that order, certain pending matters in the bankruptcy court are stayed pending mediation. The parties did not agree to stay the matter addressed in this Memorandum Opinion and Order.



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It is now more than two and half years since the confirmation of Highland’s Plan²—the Plan having been confirmed on February 22, 2021.³ The Plan was never stayed; it went effective on August 11, 2021 (“Effective Date”), and it was affirmed almost in its entirety by the United States Court of Appeals for the Fifth Circuit (“Fifth Circuit”), in late summer 2022, including an approval of the so-called Gatekeeper Provision⁴ therein. The Gatekeeper Provision—and how and whether it should now be exercised or interpreted to allow a certain lawsuit to be filed—is at the heart of the current *Emergency Motion for Leave to File Verified Adversary Proceeding* [Bankr. Dkt. Nos. 3699, 3760, 3815, 3816] (collectively, the “Motion for Leave”) filed by a movant known as Hunter Mountain Investment Trust (“HMIT”).

A. *Who is the Movant, HMIT?*

Who is HMIT? It is undisputed that it is a former equity owner of Highland. It held 99.5% of Highland’s Class B/C limited partnership interests and was classified in a Class 10 under the confirmed Plan, which class treatment provided it with a contingent interest in the Highland Claimant Trust (“Claimant Trust”) created under the Plan, and as defined in the Claimant Trust Agreement. This means that HMIT could receive consideration under the Plan if all claims against Highland are ultimately paid in full, with interest. As later further discussed, it is undisputed that

² Capitalized terms not defined in this introduction shall have the meaning ascribed to them below.

³ The court entered its *Order (I) Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) and (II) Granting Related Relief* (“Confirmation Order”)[Bankr. Dkt. No. 1943].

⁴ In an initial opinion dated August 19, 2022, the Fifth Circuit affirmed the Confirmation Order in large part, “revers[ing] only insofar as the plan exculpates certain non-debtors in violation of 11 U.S.C. § 524(e), strik[ing] those few parties from the plan’s exculpation, and affirm[ing] on all remaining grounds.” *In re Highland Capital Management, L.P.*, No. 21-10449, 2022 WL 3571094, at *1 (5th Cir. Aug. 19, 2022). On September 7, 2022, following a petition for limited panel rehearing filed by certain appellants on September 2, 2022, “for the limited purpose of clarifying and confirming one part of its August 19, 2022 opinion,” the Fifth Circuit withdrew its original opinion and replaced it with its opinion reported at *NexPoint Advisors, L.P. v. Highland Capital Mgmt., L.P. (In re Highland Capital Mgmt., L.P.)*, 48 F.4th 419, 424 (5th Cir. 2022). The substituted opinion differed from the original opinion only by the replacement of one sentence from section “IV(E)(2) – *Injunction and Gatekeeper Provisions*” of the original opinion: “The injunction and gatekeeper provisions are, on the other hand, perfectly lawful.” was replaced with “We now turn to the Plan’s injunction and gatekeeper provisions.” In all other respects, the Fifth Circuit panel’s original ruling remained unchanged. Petitions for writs of certiorari regarding the Confirmation Order have been pending at the United States Supreme Court since January 2023.

HMIT's only asset is its contingent interest in the Claimant Trust. It has no employees or revenue. HMIT's representative has testified that HMIT is liable on more than \$62 million of indebtedness owed to The Dugaboy Investment Trust ("Dugaboy"), a family trust of which James Dondero ("Dondero"), the co-founder and former chief executive officer ("CEO") of Highland, and his family members are beneficiaries, and that Dugaboy also is paying HMIT's legal fees. HMIT vehemently disputes the suggestion that it is controlled by Dondero.

B. What Does the Movant HMIT Seek Leave to File?

HMIT seeks leave to file an adversary proceeding ("Proposed Complaint")⁵ in the bankruptcy court to bring claims on behalf of itself and, derivatively, on behalf of the Reorganized Debtor and the Claimant Trust for alleged breach of fiduciary duties by the Reorganized Debtor's CEO and Claimant Trustee, James P. Seery, Jr. ("Seery") and conspiracy against: (1) Seery; and (2) purchasers of \$365 million face amount of *allowed* unsecured claims in this case, who purchased their claims post-confirmation but prior to the occurrence of the Effective Date of the Plan ("Claims Purchasers,"⁶ and with Seery, the "Proposed Defendants"). To be clear (and as later further explained), the claims acquired by the Claims Purchasers were acquired by them after extensive litigation, mediation, and settlements were approved by the bankruptcy court and after the original claims-holders had voted on the Plan and after Plan confirmation. As later explained,

⁵ In its original Motion for Leave filed at Bankruptcy Docket No. 3699 on March 28, 2023, HMIT sought leave to file the proposed complaint ("Initial Proposed Complaint") attached as Exhibit 1 to the Motion for Leave. Nearly a month later, on April 23, 2023, HMIT filed a *Supplement to Emergency Motion for Leave to File Verified Adversary Proceeding* ("Supplement") [Bankr. Dkt. No. 3760], a revised proposed complaint as Exhibit 1-A, and stating that "[t]he Supplement is not intended to supersede the [Motion for Leave]; rather, it is intended as a supplement to address procedural matters and to bring forth additional facts that further confirm the appropriateness of the derivative action." Supplement, ¶ 1 and Exhibit 1-A. It is this revised proposed complaint to which this court will refer, when it uses the defined term "Proposed Complaint," even though HMIT filed redacted versions of its Motion for Leave on June 5, 2023 at Bankruptcy Docket Nos. 3815 and 3816 that attached the Initial Proposed Complaint as Exhibit 1.

⁶ The Claims Purchasers identified in the Proposed Complaint are Farallon Capital Management, LLC ("Farallon"); Muck Holdings, LLC ("Muck"), which is a special purpose entity created by Farallon to purchase allowed unsecured claims against Highland; Stonehill Capital Management, LLC ("Stonehill"); and Jessup Holdings, LLC ("Jessup"), which is a special purpose entity created by Stonehill to purchase allowed unsecured claims against Highland.

the Claims Purchasers filed notices of their purchases as required by Bankruptcy Rule 3001(e)(2), and no objections were filed thereto. In any event, various damages or remedies are sought against the Proposed Defendants revolving around the Claims Purchasers' claims purchasing activities.

C. Why Does HMIT Need to Seek Leave?

As alluded to above, HMIT filed its Motion for Leave to comply with the provision in the Plan known as a "gatekeeper" provision ("Gatekeeper Provision") and with this court's prior gatekeeper orders entered in January and July 2020, which all require that, before a party may commence or pursue claims relating to the bankruptcy case against certain protected parties, it must first obtain (1) a finding from the bankruptcy court that its proposed claims ("Proposed Claims") are "colorable"; and (2) specific authorization by the bankruptcy court to pursue the Proposed Claims.⁷ The Gatekeeper Provision was not included in the Plan *sans raison*. Indeed, as the Fifth Circuit recognized in affirming confirmation of the Plan, the Gatekeeper Provision (along with the other "protection provisions" in the Plan) had been included in the Plan to address the "continued litigiousness" of Mr. James Dondero ("Dondero"), Highland's co-founder and former chief executive officer ("CEO"), that began prepetition and escalated following the post-petition "nasty breakup" between Highland and Dondero, by "screen[ing] and prevent[ing] bad-faith litigation against Highland Capital, its successors, and other bankruptcy participants that could disrupt the Plan's effectiveness."⁸

⁷ To be clear, the Gatekeeper Provision in the Plan was not the first or even second injunction of its type issued in this bankruptcy case. The Gatekeeper Orders were entered by the bankruptcy court pre-confirmation: (a) in January 2020, just a few months into the case, as part of this court's order approving a corporate governance settlement between Highland and its unsecured creditors committee, in which Dondero, Highland's co-founder and former CEO, was removed from any management role at Highland and three independent directors ("Independent Directors") were appointed in lieu of a chapter 11 trustee being appointed ("January 2020 Order"); and (b) in July 2020, in this court's order authorizing the employment of Seery (one of the three Independent Directors) as the Debtor's new Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative ("July 2020 Order," together with the January 2020 Order, the "Gatekeeper Orders").

⁸ See *Highland Capital*, 48 F.4th at 427, 435.

D. Some Further Context Regarding Post-Confirmation Litigation Generally.

Since confirmation of the Plan, hundreds of millions of dollars have been paid out to creditors under the Plan, and there are numerous adversary proceedings and contested matters still pending, at various stages of litigation, in the bankruptcy court, the district court, and the Fifth Circuit, almost exclusively involving Dondero and entities that he owns or controls. To be sure, the post-confirmation litigation in this case does not consist of the usual adversaries and contested matters one typically sees by and against a reorganized debtor and/or litigation trustee, such as preference or other avoidance actions and litigation over objections to claims that are still pending after confirmation of a plan. Indeed, the claims of the largest creditors in this case (with claims asserted in the aggregate of more than one billion dollars) were successfully mediated and incorporated into the Plan—a plan which was ultimately accepted by the votes of an overwhelming majority of Highland’s non-insider creditors. Dondero and entities under his control were the only parties who appealed the Confirmation Order, and Dondero and entities under his control have been the appellants in virtually every appeal that has been filed regarding this bankruptcy case. Petitions for writs of mandamus (which have been denied) have been filed in the district court and in the Fifth Circuit by some of these same entities, including one by HMIT, when this court denied setting an *emergency* hearing on the instant Motion for Leave (HMIT had sought a setting on three-days’ notice).

A recent list of active matters involving Dondero and/or entities and/or individuals affiliated or associated with him, filed in the bankruptcy case by Highland and the Claimant Trust, reveals that there were at least 30 pending and “Active Dondero-Related Litigation” matters as of July 14, 2023: six (6) proceedings in this court; six (6) active appeals or actions are pending in the District Court for the Northern District of Texas; seven (7) appeals in the Fifth Circuit; two (2)

petitions for writs of certiorari in the United States Supreme Court; and nine (9) other proceedings or actions with or affecting the Highland Parties (“Highland,” the “Claimant Trust,” and “Seery”) in various other state, federal, and foreign jurisdictions.⁹

The above-described context is included because the Proposed Defendants assert that the Motion for Leave is just a continuation of Dondero’s unrelenting barrage of meritless and harassing litigation, making good on his oft-mentioned alleged threat to “burn down the place” after not achieving the results he wanted in the Highland bankruptcy case. Indeed, the Motion for Leave was filed after two years of unsuccessful attempts by, first, Dondero personally, and then HMIT to obtain pre-suit discovery from the Proposed Defendants (i.e., the Claims Purchasers) through two different Texas state court proceedings, pursuant to Tex. R. Civ. P. 202 (“Rule 202”). In each of these Rule 202 proceedings, Dondero and HMIT espoused the same Seery/Claims

⁹ See Bankr. Dkt. No. 3880 (filed on July 14, 2023, providing a list of “Active Dondero-Related Litigation” and noting that the list is “a summary of active pending actions only and does not include actions that were resolved by final orders, including actions finally resolved after appeals to the U.S. District Court for the Northern District of Texas and/or the U.S. Court of Appeals for the Fifth Circuit.”). Just since the filing by the Highland Parties of the list, *three* of the appeals pending in the Fifth Circuit have been decided against the Dondero-related appellants, two of which upheld the district court’s dismissal of appeals by Dondero-related entities of bankruptcy court orders based on the lack of bankruptcy appellate standing on behalf of the appellant. On July 19, 2023, the Fifth Circuit affirmed the district court’s dismissal of an appeal by NexPoint Advisors, L.P. (“NexPoint”) of bankruptcy court orders approving professional compensation on the basis that NexPoint did not meet the bankruptcy appellate standing test of being a “person aggrieved” by the entry of the orders. *NexPoint Advisors, L.P. v. Pachulski Stang Ziehl & Jones, L.L.P. (In re Highland Capital Management, L.P.)*, 74 F.4th 361 (5th Cir. 2023). On July 31, 2023, the Fifth Circuit affirmed the district court’s dismissal of an appeal by Dugaboy—the Dondero family trust that, like the movant here in this Motion for Leave, was the holder of a limited partnership interest in Highland, and, as such, now has a contingent interest in the Claimant Trust—which had appealed a bankruptcy court order approving a Rule 9019 settlement on the same basis: Dugaboy did not meet the bankruptcy appellate standing test of being a “person aggrieved” by the entry of the settlement order. *The Dugaboy Inv. Tr. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, No. 22-10960, 2023 WL 4861770 (5th Cir. July 31, 2023). The July 31, 2023 ruling followed the Fifth Circuit’s ruling on February 21, 2023, affirming the district court’s dismissal of an appeal by Dugaboy of yet another bankruptcy court order for lack of bankruptcy appellate standing. *The Dugaboy Inv. Tr. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, No. 22-10831, 2023 WL 2263022 (5th Cir. Feb. 28, 2023). These rulings by the Fifth Circuit are discussed in greater detail below. The third ruling by the Fifth Circuit since July 14, 2023, was issued by the Fifth Circuit in a per curium opinion not designated for publication on July 26, 2023, this one affirming the district court’s affirmance of yet another Rule 9019 settlement order of the bankruptcy court that was appealed by Dugaboy, agreeing with the district court that the bankruptcy court had jurisdiction to approve a settlement among the Debtor, an entity affiliated with the Debtor but not a debtor itself, and UBS (the Debtor’s largest prepetition creditor and the seller of its claims to the Claims Purchasers, which is one of the claims trading transactions HMIT complains about in the Proposed Complaint). See *The Dugaboy Inv. Tr. v. Highland Capital Mgt., L.P.*, No. 22-10983, 2023 WL 4842320 (5th Cir. July 26, 2023).

Purchasers conspiracy theory espoused in the Motion for Leave—that Seery must have provided one or more of the Claims Purchasers with material nonpublic information to induce them to want to purchase large, allowed, unsecured claims at a discount; a *quid pro quo* is suggested, such that the Claims Purchasers were allegedly told they would make a hefty profit on the claims they purchased and, in return, they would gladly “rubber stamp” Seery’s “excessive compensation” as the Claimant Trustee of the Claimant Trust. In sum, HMIT alleges this constituted wrongful “insider trading” of the bankruptcy claims. In addition, certain lawyers for Dondero and Dugaboy sent letters reporting this alleged conspiracy and “insider trading” to the Texas State Securities Board (“TSSB”) and the Executive Office of the United States Trustee (“EOUST”).

It is against this background and in this context that the court must analyze, in the exercise of its gatekeeping function under the confirmed Plan and its prior Gatekeeping Orders, whether HMIT should be allowed to pursue the Proposed Claims (i.e., whether the Proposed Claims are “colorable” claims as contemplated under the Gatekeeper Orders and the Gatekeeper Provision of the Plan). The court held an evidentiary hearing on the Motion for Leave on June 8, 2023 (“June 8 Hearing”), during which the court admitted exhibits and heard testimony from three witnesses both in support of and in opposition to the Motion for Leave. Having considered the Motion for Leave, the response of the Proposed Defendants thereto, HMIT’s reply to the response, and the arguments and evidence presented at the hearing on the Motion for Leave, the court denies HMIT’s request for leave to pursue its Proposed Claims. The court’s reasoning is set forth below.

II. BACKGROUND

A. Highland’s Bankruptcy Case, Dondero’s Removal as CEO, and the Plan

Highland was co-founded in Dallas in 1993 by Dondero and Mark Okada (“Okada”). It operated as a global investment adviser that provided investment management and advisory services and managed billions of dollars of assets, both directly and indirectly through numerous

affiliates. Highland’s equity interest holders included HMIT (99.5%), Dugaboy (0.1866%), Okada, personally and through trusts (0.0627%), and Strand Advisors, Inc. (“Strand”), which was wholly owned by Dondero and was the only general partner of Highland (0.25%). On October 16, 2019 (the “Petition Date”), Highland, with Dondero in control¹⁰ and acting as its CEO, president, and portfolio manager, and facing a myriad of massive, business litigation claims – many of which had finally become or were about to be liquidated (after a decade or more of contentious litigation in multiple fora all over the world—filed for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware. The bankruptcy case was transferred to the Northern District of Texas, Dallas Division in December 2019. The official committee of unsecured creditors (the “Committee”) (and later, the United States Trustee) expressed a desire for the appointment of a chapter 11 trustee due to concerns over and distrust of Dondero, his numerous conflicts of interest, and his history of alleged mismanagement (and perhaps worse).

After many weeks under the specter of a possible appointment of a trustee, Highland and the Committee engaged in substantial and lengthy negotiations, resulting in a corporate governance settlement approved by this court on January 9, 2020.¹¹ As a result of this settlement, Dondero relinquished control of Highland and resigned his positions as officer or director of Highland and its general partner, Strand,¹² and three independent directors (“Independent Directors”) were

¹⁰ Mark Okada resigned from his role with Highland prior to the Petition Date.

¹¹ This order is hereinafter referred to as the “January 2020 Order” and was entered by the court on January 9, 2020 [Bankr. Dkt. No. 339] pursuant to the *Motion of the Debtor to Approve Settlement with Official Committee of Unsecured Creditors Regarding the Governance of the Debtor and Procedures for Operation in the Ordinary Course* [Bankr. Dkt. No. 281].

¹² Dondero agreed to this settlement pursuant to a stipulation he executed and that was filed in connection with Highland’s motion to approve the settlement. *See Stipulation in Support of Motion of the Debtor for Approval of Settlement With the Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in Ordinary Course* [Bankr. Dkt. No. 338].

chosen to lead Highland through its chapter 11 case: Seery, John S. Dubel, and retired bankruptcy judge Russell Nelms. Given the Debtor’s perceived culture of constant litigation while Dondero was at the helm, it was purportedly not easy to get such highly qualified persons to serve as independent board members. At the hearing on the corporate governance settlement motion, the court heard credible testimony that none of the Independent Directors would have taken on the role without (1) an adequate directors and officers’ (“D&O”) insurance policy protecting them; (2) indemnification from Strand that would be guaranteed by the Debtor; (3) exculpation from mere negligence claims; and (4) a gatekeeper provision prohibiting the commencement of litigation against the Independent Directors without the bankruptcy court’s prior authority. The gatekeeper provision approved by the court in its January 9 Order states,¹³

No entity may commence or pursue a claim or cause of action of any kind against any Independent Director, any Independent Director’s agents, or any Independent Director’s advisors relating in any way to the Independent Director’s role as an independent director of Strand without the Court (i) first determining after notice that such claim or cause of action represents a colorable claim of willful misconduct or gross negligence against Independent Director, any Independent Director’s agents, or any Independent Director’s advisors and (ii) specifically authorizing such entity to bring such claim. The Court will have sole jurisdiction to adjudicate any such claim for which approval of the Court to commence or pursue has been granted.

Dondero agreed to remain with Highland as an unpaid portfolio manager following his resignation and did so “subject at all times to the supervision, direction and authority of the Independent Directors” and to his agreement to “resign immediately” “[i]n the event the Independent Directors determine for any reason that the Debtor shall no longer retain Dondero as an employee”¹⁴ and to “not cause any Related Entity to terminate any agreements with the Debtor.”¹⁵ The court later

¹³ January 2020 Order, 3-4, ¶ 10.

¹⁴ January 2020 Order, 3, ¶ 8.

¹⁵ *Id.* at ¶ 9.

entered, on July 16, 2020, an order approving the appointment of Seery as Highland’s Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative,¹⁶ which included essentially the same “gatekeeper” language with respect to the pursuit of claims against Seery acting in these roles. The gatekeeper provision in the July 2020 Order was essentially the same as the gatekeeper provision in the January 2020 Order:

No entity may commence or pursue a claim or cause of action of any kind against Seery relating in any way to his role as the chief executive officer and chief restructuring officer of the Debtor without the Bankruptcy Court (i) first determining after notice that such claim or cause of action represents a colorable claim of willful misconduct or gross negligence against Seery, and (ii) specifically authorizing such entity to bring such claim. The Bankruptcy Court shall have sole jurisdiction to adjudicate any such claim for which approval of the Court to commence or pursue has been granted.

July 2020 Order, 3, ¶5. Neither the January 2020 Order nor the July 2020 Order were appealed.

Throughout the summer of 2020, Dondero informally proposed several reorganization plans, none of which were embraced by the Committee or the Independent Directors. When Dondero’s plans failed to gain support, he and entities under his control engaged in substantial, costly, and time-consuming litigation for Highland.¹⁷ As the Fifth Circuit described the situation, after Dondero’s plans failed “he and other creditors began to frustrate the proceedings by objecting to settlements, appealing orders, seeking writs of mandamus, interfering with Highland Capital’s management, threatening employees, and canceling trades between Highland Capital and its clients.”¹⁸ On October 9, 2020, Dondero resigned from all positions with the Debtor and its

¹⁶ See the July 16, 2020 order approving the retention by Highland of Seery as Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative, *nunc pro tunc*, to March 15, 2020 (“July 2020 Order”) [Bankr. Dkt. No. 854].

¹⁷ According to Seery’s credible testimony during the hearing on confirmation of the Plan that had been negotiated between the Committee and the Independent Directors, Dondero had threatened to “burn the place down” if his proposed plan was not accepted. See Transcript of Confirmation Hearing dated February 3, 2021 at 105:10-20. Bankr. Dkt. No. #1894.

¹⁸ *Highland Capital*, 48 F.4th at 426 (citing *Highland Cap. Mgmt., L.P. v. Dondero (In re Highland Capital Mgmt., L.P.)*, Ch. 11 Case No. 19-34054-SGJ11, Adv. No. 20-03190-SGJ11, 2021 WL 2326350, at *1, *26 (Bankr. N.D. Tex.

affiliates in response to a demand by the Independent Directors made after Dondero's purported threats and disruptions to the Debtor's operations.¹⁹

The Independent Directors and the Committee had negotiated their own plan of reorganization which culminated in the filing by Highland of its *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* (the "Plan") [Bankr. Dkt. No. 1808] on January 22, 2021.²⁰ Highland had negotiated settlements with most of its major creditors following mediation and had amended its initially proposed plan to address the objections of most of its creditors, leaving only the objections of Dondero and entities under his control (the "Dondero Parties") at the time of the confirmation hearing,²¹ which was held over two days in early February 2021. The Plan is essentially an "asset monetization" plan pursuant to which the Committee was dissolved, and four new entities were created: the Reorganized Debtor; a new general partner for the Reorganized Debtor called HCMLP GP, LLC; the Claimant Trust (administered by Seery, its trustee); and a Litigation Sub-Trust (administered by its trustee, Marc Kirschner). Highland's various servicing agreements were vested in the Reorganized Debtor, which continues to manage collateralized loan obligation vehicles ("CLOs") and various other investments postconfirmation. The Claimant Trust owns the limited partnership interests in the Reorganized Debtor, HCMLP GP LLC, and the Litigation Sub-Trust and is charged with winding down the Reorganized Debtor over a three-year period by monetizing its assets and making

June 7, 2021) where this court "h[eld] Dondero in civil contempt, sanctioning him \$100,000, and comparing this case to a 'nasty divorce.'")

¹⁹ See Highland Ex. 13. The court shall refer to exhibits offered and admitted at the June 8 Hearing on the Motion for Leave by the Highland Parties as "Highland Ex. ____" and to exhibits offered and admitted by HMIT as "HMIT Ex. ____."

²⁰ The *Disclosure Statement for the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* was filed on November 24, 2020 ("Disclosure Statement") [Bankr. Dkt. No. 1473].

²¹ The only other objection remaining was the objection of the United States Trustee to the Plan's exculpation, injunction, and release provisions.

distributions to Class 8 and Class 9 creditors as Claimant Trust Beneficiaries. The Claimant Trust is overseen by a Claimant Trust Oversight Board (“CTOB”), and pursuant to the terms of the Plan and the Claimant Trust Agreement (“CTA”),²² the CTOB approved Seery’s compensation package as the CEO of the Reorganized Debtor and the Claimant Trustee. Following their acquisition of their unsecured claims, representatives of Claims Purchasers Muck and Jessup became members of the CTOB.²³ Seery’s compensation included the same base salary that he was receiving as CEO and CRO of Highland, plus an added incentive bonus tiered to recoveries and distributions to the creditors under the Plan. The Plan provides for the cancellation of the limited partnership interests in Highland held by HMIT, Dugaboy, and Okada and his family trusts in exchange for each holder’s pro rata share of a contingent interest in the Claimant Trust (“Contingent Claimant Trust Interest”), as holders of allowed interests in Class 10 (holders of Class B/C limited partnership interests) or Class 11 (holders of Class A limited partnership interests) under the Plan.

B. Dondero Communicates Alleged Material Non-Public Information (“MNPI”) to Seery, and Seery Allegedly Provides the MNPI to the Claims Purchasers in Furtherance of an Alleged Fraudulent Scheme to Have the Claims Purchasers “Rubber Stamp” His Compensation as Claimant Trustee Post-Confirmation

1. The December 17, 2020 MGM Email

Between Dondero’s forced resignation from Highland in October 2020 and the confirmation hearing in February 2021, Dondero engaged in what appeared to be attempts to thwart, impede, and otherwise interfere with the Plan being proposed by the Independent Directors and the Committee. In the midst of this, on December 17, 2020, Dondero sent Seery²⁴ an email

²² Highland Ex. 38

²³ The CTOB had three members: a representative of Muck (Michael Linn), a representative of Jessup (Christopher Provost), and an independent member (Richard Katz). See Joint Opposition ¶ 79.

²⁴ Dondero sent the email to others as well but did not copy counsel for the Independent Directors (including Seery) in violation of the terms of an existing temporary restraining order that enjoined Dondero from, among other things, “communicating . . . with any Board member” (including Seery) without including Debtor’s counsel. Morris Dec. Ex. 23 ¶ 2(a). Citations to “Morris Dec. Ex. _” are to the exhibits attached to the *Declaration of John A. Morris in Support*

(the “MGM Email”) that featured prominently in HMIT’s Motion for Leave. According to HMIT and Dondero, the MGM Email contained material nonpublic information (“MNPI”) regarding the possibility of an imminent acquisition of Metro-Goldwyn-Mayer Studios, Inc. (“MGM”), likely by either Amazon or Apple.²⁵ At the time Dondero sent the MGM Email, Dondero sat on the board of directors of MGM, and the Debtor owned MGM stock directly. The Debtor also managed and partially owned a couple of other entities that owned MGM stock and managed various CLOs that owned some MGM stock as well. HMIT alleges now that Seery later misused and wrongfully disclosed to the Claims Purchasers this purported MNPI as part of a *quid pro quo* scheme, whereby the Claims Purchasers agreed to approve excessive compensation for Seery in the future (in exchange for him providing this allegedly “insider” information that inspired them to purchase unsecured claims with an alleged expectation of future large profits).²⁶ A timeline of events (in late 2020) in the weeks leading up to Dondero’s MGM Email to Seery, following Dondero’s departure from Highland, helps to put the email in full context:

- October 16: Dondero and his affiliates attempt to impede the Debtor’s trading activities by demanding—with no legal basis—that Seery cease selling certain assets;²⁷
- November 24: Bankruptcy Court enters an Order approving the Debtor’s Disclosure Statement, scheduling the confirmation hearing on the Debtor’s Plan for January 13, 2021, and granting related relief;²⁸
- November 24–27: Dondero personally interferes with the Debtor’s

of Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr.’s Joint Opposition to Hunter Mountain Investment Trust’s Motion for Leave to File Verified Adversary Proceeding, Bankr. Dkt. No. 3784.

²⁵ See Proposed Complaint ¶ 45.

²⁶ See *id.* ¶ 3 (“Thus, acting within a cloak of secrecy, Seery provided close business acquaintances, the [Claims Purchasers], with material non-public information concerning the value of assets which they then used to purchase the largest approved unsecured claims.”); ¶ 4 (“As part of the scheme, the [Claims Purchasers] obtained a position to approve Seery’s ongoing compensation – to Seery’s benefit and also to the detriment of the Claimant Trust, the Reorganized Debtor, and HMIT.”).

²⁷ See Highland Ex. 14, Dondero-Related Entities’ October 16, 2020 Letter; Highland Ex. 15, *Memorandum Opinion and Order Holding Dondero in Contempt for Violation of TRO*, 13-15.

²⁸ See Bankr. Dkt. No. 1476.

implementation of certain securities trades ordered by Seery;²⁹

- November 30: The Debtor provides written notice of termination of certain shared services agreements it had with Dondero's two non-debtor affiliates, NexPoint Advisors, L.P. ("NexPoint") and Highland Capital Management Fund Advisors, L.P. ("HCMFA"; together with NexPoint, the "Advisors");³⁰
- December 3: The Debtor makes written demands to Dondero and certain affiliates for payment of all amounts due under certain promissory notes they owed to the Debtor, that had an aggregate face amount of more than \$60 million—this was part of creating liquidity for the Debtor's Plan;³¹
- December 3: Dondero responds with what appeared to be a threat of some sort to Seery in a text message: "*Be careful what you do -- last warning*";³²
- December 10: Dondero's interference and apparent threat cause the Debtor to seek and obtain a temporary restraining order ("TRO") against Dondero;³³
- December 16: This court denies as "frivolous" a motion filed by certain affiliates of Dondero, in which they sought "temporary restrictions" on certain asset sales;³⁴ and
- December 17: Dondero sends the unsolicited MGM Email³⁵ to Seery, which violates the TRO entered just a week earlier.³⁶

²⁹ See Highland Ex. 15, 30-36.

³⁰ Morris Decl. Ex. 17; see also Transcript of June 8, 2023 Hearing on HMIT's Motion for Leave ("June 8 Hearing Transcript"), 273:23-24.

³¹ Morris Decl. Exs. 18-21; see also June 8 Hearing Transcript, 273:23-274:1.

³² Morris Decl. Ex. 22 (emphasis added); see also June 8 Hearing Transcript, 273:1-12 (where Seery testified about receiving the threat from Dondero: "A: [T]his came after he threatened me. He threatened me in writing. I'd never been threatened in my career. I've never heard of anyone else in this business who's been threatened in their career. So anything I would get from him, I was going to be highly suspicious.").

³³ See Morris Decl. Ex. 23, *Order Granting Debtor's Motion for a Temporary Restraining Order Against James Dondero* entered December 10, 2020 [Adv. Pro. No. 20-3190 Dkt. No. 10].

³⁴ See Morris Decl. Ex. 24, Transcript of December 16, 2020 Hearing, 63:5-64:15.

³⁵ Highland Ex. 11.

³⁶ Seery testified at the June 8 Hearing that Dondero knowingly violated the TRO when he sent the MGM Email:

[The MGM Email] . . . followed the imposition of a TRO for interfering with the business. He knew what was in the TRO and he knew what it applied to, and it restricted him from communicating with me or any of the other independent directors without Pachulski [Debtor's counsel] being on it. Furthermore, Pachulski had advised Dondero's counsel that not only could they not communicate with us, if they wanted to communicate they had to prescreen the topics. And how do we know that? Because Dondero filed a motion to modify the TRO. And that was all before this email.

June 8 Hearing Transcript, 273:13-22.

The MGM Email had the subject line “Trading Restriction re MGM – material non public information” and stated:

Just got off a pre board call, board call at 3:00. Update is as follows: Amazon and Apple actively diligencing in Data Room. Both continue to express material interest. Probably first quarter event, will update as facts change. Note also any sales are subject to a shareholder agreement.³⁷

Seery credibly testified at the June 8 Hearing that he was “highly suspicious” when he received the MGM Email. This was because, among other reasons, Dondero sent it *after*: (i) unsuccessful efforts to impede the Debtor’s trading activities (followed by the TRO); (ii) the “be careful what you do” text to Seery by Dondero; (iii) Highland’s termination of its shared service arrangements with Dondero’s various affiliated entities; (iv) the bankruptcy court’s approval of the disclosure statement; and (v) Highland’s demand to collect on the demand notes for which Dondero and his entities were liable.³⁸ Highland’s Chapter 11 case was fast approaching the finish line. Moreover, MGM was already on the restricted list at Highland Capital, and had been for a long time, and Dondero would know this.³⁹ Still further, as of December 17, 2020 (the date Dondero sent the unsolicited MGM Email to Seery), Dondero no longer owed a duty of any kind to the Debtor or any entity controlled by the Debtor, having surrendered in January 2020 direct and indirect control of the Debtor to the Independent Board as part of the corporate governance settlement⁴⁰ and having resigned from all roles at the Debtor and affiliates in October 2020. Still further, Dondero—to the extent he was sharing with Seery MNPI that he obtained as a member of the board of directors of MGM—would have been violating his own fiduciary duties to MGM.

³⁷ Highland Ex. 11.

³⁸ June 8 Hearing Transcript, 273:1-274:4.

³⁹ June 8 Hearing, 215:21-216:9.

⁴⁰ See Bankr. Dkt. Nos. 339, 354-1 (Term Sheet)).

In any event, in a declaration filed by Dondero in support of HMIT's Rule 202 petition in Texas state court for pre-suit discovery,⁴¹ he indicated that his goal in sending the MGM E-mail was to impede the Debtor and Seery from engaging in any transactions involving MGM:

On December 17, 2020, I sent an email to employees at HCM, including the then Chief Executive Officer and Chief Restructuring Officer Jim Seery, containing non-public information regarding Amazon and Apple's interest in acquiring MGM. I became aware of this information due to my involvement as a member of the board of MGM. ***My purpose was to alert Seery and others that MGM stock, which was owned either directly or indirectly by HCM, should be on a restricted list and not be involved in any trades.***

It is noteworthy that *Dondero's labeling of the MGM Email (in the subject line) as a communication containing "material non public information" did not make it so.* In fact, it appears from the credible evidence presented at the June 8, 2023 hearing on HMIT's Motion for Leave that the MGM Email did not disclose information to Seery that was not already made available to the public at the time it was sent. Seery testified that he did not think the MGM Email contained MNPI and that he did not personally "take any steps . . . to make sure that MGM stock was placed on a restricted list at Highland Capital after [he] received [the MGM Email]" because—as earlier noted—"MGM was already on the restricted list at Highland Capital . . . before I got to Highland."⁴² Indeed, MGM was ultimately purchased by Amazon after a sale process that had been quite publicly discussed in media reports for several months⁴³ and that was officially

⁴¹ Highland Ex. 9 ¶ 3 (emphasis added).

⁴² June 8 Hearing Transcript, 215:21-216:9. Seery elaborated upon further questioning from HMIT's counsel that he did not think the indications in the MGM Email (that came from a member of the board of directors of MGM) that "it was probably a first-quarter event" and that "Amazon and Apple were actively diligencing – are diligencing in the data room, both continue to express material interest" were not MNPI. *Id.*, 217:23-218:10. He testified that "it was clear [before he received the MGM Email] from the media reports and the actual quotes from Kevin Ulrich of Anchorage, who was the chairman at MGM, that a transaction would have to take place very quickly. And, in fact, the transaction did not take place in the first quarter." *Id.*, 219:3-7.

⁴³ See Highland Ex. 25 ("MGM has held preliminary talks with Apple, Netflix and other larger media companies MGM, in particular, seems like a logical candidate to sell this year. Its owners include Anchorage Capital, Highland Capital and Solus Alternative Asset Management, hedge funds that acquired the company out of bankruptcy in 2010.") (article dated 1/26/20); Highland Ex. 26 (describing prospects of an MGM sale, noting that, among its largest

announced to the public in late May 2021 (just a few weeks after the Claims Purchasers purchased some of their claims, but a few months *before* certain of their claims—the UBS claims—were purchased).⁴⁴ For example, as early as January 2020, Apple and Amazon were identified as being among a new group of “Big 6” global media companies, and MGM was identified as being a leading media acquisition target. Indeed, according to at least one media report on January 26, 2020, “MGM, in particular, seems like a logical candidate to sell this year” having already held “preliminary talks with Apple, Netflix and other larger media companies.”⁴⁵ In October 2020, the Wall Street Journal reported that MGM’s largest shareholder, Anchorage Capital Group (“Anchorage”), was facing mounting pressure to sell the company. Anchorage was led by Kevin Ulrich, who also served as Chairman of MGM’s Board. The article reported that “[i]n recent months, Mr. Ulrich has said he is working toward a deal,” and he specifically named Amazon and Apple as being among four possible buyers.⁴⁶ Thus, no one following the MGM story would have been surprised to learn in December 2020 that Apple and Amazon were conducting due diligence and had expressed “material interest” in acquiring MGM. Dondero testified during the June 8 Hearing that, at the time he sent the MGM Email, he “knew with certainty from the board level that Amazon had hit our price, and it was going to close in the next couple of months,”⁴⁷ that “as of December 17th, Amazon had made an offer that was acceptable to MGM, [and that] that’s what the board meeting was. We were going into exclusive negotiations to culminate the merger with

shareholders, was “Highland Capital Management, LP”) (article October 11, 2020). *See also* Highland Exs. 27-30 & 34 (various other articles regarding possible sale/suitors of MGM, dated in years 2020 and 2021, and ultimately announcing sale to Amazon on May 26, 2021, for \$8.4 billion).

⁴⁴ The MGM-Amazon deal was ultimately consummated in March 2022 for approximately \$6.1 billion, net of cash acquired, plus approximately \$2.5 billion in debt that Amazon assumed and immediately repaid.

⁴⁵ Highland Ex. 25.

⁴⁶ Highland Ex. 26.

⁴⁷ June 8 Hearing Transcript, 127:2-4.

them.”⁴⁸ Notwithstanding this testimony, Dondero eventually admitted (after a lengthy and torturous cross examination) that he did not actually communicate this supposed “inside” information to Seery in the MGM Email. He did not “say anything about Amazon hitting the price.” He did not say anything about the MGM board going into exclusive negotiations with Amazon “to culminate the merger with them.” Rather, he communicated information that Seery and any member of the public who cared to look could have gleaned from publicly available information as of December 17, 2020, regarding a much-written-about potential MGM transaction that involved interest from numerous companies, including, specifically, Amazon and Apple. When questioned why “[he felt] the need to mention Apple [in the MGM Email] if Amazon had already hit the price,” Dondero simply answered, “The only way you generally get something done at attractive levels in business is if two people are interested,” suggesting that he specifically **did not** communicate the purported inside information he obtained as a MGM board member—that Amazon had met MGM’s strike price and that the MGM board was moving forward with exclusive negotiations with Amazon—because he wanted it to appear that there was still a competitive process going on that included both Amazon and Apple.⁴⁹

Even if the MGM Email contained MNPI on the day it was sent (four months prior to the first of the Claim Purchases that occurred in April 2021), the information was fully and publicly disclosed to the market in the days and weeks that followed. For example, on December 21, 2020, just four days later, a Wall Street Journal article titled *MGM Holdings, Studio Behind ‘James Bond,’ Explores a Sale*, reported that MGM had “tapped investment banks Morgan Stanley and LionTree LLC and begun a formal sale process,” and had “a market value of around \$5.5 billion, based on privately traded shares and including debt.” The Wall Street Journal Article reiterated

⁴⁸ *Id.*, 161:10-14.

⁴⁹ June 8 Hearing Transcript, 162:2-6.

that (i) Anchorage “has come under pressure in recent years from weak performance and defecting clients, and its illiquid investment in MGM has become a larger percentage of its hedge fund as it shrinks,” and (ii) “Mr. Ulrich has told clients in recent months he was working toward a deal for the studio and has spoken of big technology companies as logical buyers.”⁵⁰ (*Id.* Ex. 27.) The Wall Street Journal’s reporting was picked up and expanded upon in other publications soon after. For example:

- On December 23, 2020, Business Matters published an article specifically identifying Amazon as a potential suitor for MGM. The article, titled *The world is not enough! Amazon joins other streaming services in £4bn bidding war for Bond films as MGM considers selling back catalogue*, cited the Wall Street Journal article and further reported that MGM “hopes to spark a battle that could interest streaming services such as Amazon Prime”;⁵¹
- On December 24, 2020, an article in iDropNews specifically identified Apple as entering the fray. In an article titled *Could Apple be Ready to Gobble Up MGM Studios Entirely?*, the author observed that “it’s now become apparent that MGM is actually up on the auction block,” noting that the Wall Street Journal was “reporting that the studio has begun a formal sale process” and that Apple—with a long history of exploratory interest in MGM—would be a likely bidder;⁵² and
- On January 15, 2021, Bulwark published an article entitled *MGM is For Sale (Again)* that identified attributes of MGM likely to appeal to potential purchasers and handicapped the odds of seven likely buyers—with Apple and Amazon named as two of three potential buyers most likely to close on an acquisition.⁵³

Finally, Highland and entities it controlled did not sell their MGM stock while the MGM-Amazon deal was under discussion and/or not made public but, instead, they tendered their MGM holdings in connection with, and as part of, the ultimate MGM-Amazon transaction after it closed in March 2022.

⁵⁰ Highland Ex. 27.

⁵¹ Highland Ex. 28.

⁵² Highland Ex. 29.

⁵³ Highland Ex. 30.

2. No Evidence to Support HMIT/Dondero’s Assumptions that Seery Shared Alleged MNPI in the MGM Email with Claims Purchasers

One of HMIT’s allegations in the Proposed Complaint it seeks leave to file—which is central to HMIT’s and Dondero’s conspiracy theory—is that Seery shared the alleged MNPI from the MGM Email with the Claims Purchasers (or at least Farallon—the owner/affiliate of Muck, one of the Claims Purchasers) and that the Claims Purchasers only acquired the purchased claims (“Purchased Claims”) based on, and because, of their receipt of the MNPI from Seery. HMIT essentially admits in the original version of its Motion for Leave that it has no direct evidence that Seery communicated the alleged MNPI to any of the Claims Purchasers. Rather, its allegation is based on inferences it wants the court to make based on “circumstantial” evidence and on the Dondero Declarations that were attached to the Motion for Leave, which described communications Dondero purportedly had with one or two representatives of Farallon in the “late spring” of 2021 concerning Farallon’s recent acquisition of certain claims in the Highland bankruptcy case.⁵⁴ Based on these communications, HMIT and Dondero only assume Seery must have provided the MNPI about MGM to Farallon, which must have caused both Farallon and the other Claims Purchaser, Stonehill, to acquire the Purchased Claims.⁵⁵

At the June 8 Hearing, HMIT offered Dondero’s testimony that he had three telephone conversations with two representatives of Farallon, Mike Linn (“Linn”) and Raj Patel (“Patel”),

⁵⁴ Motion for Leave (Bankr. Dkt. No. 3699) ¶ 1 and Ex. 3; *see also* Highland Ex. 9, *Declaration of James Dondero* (with Exhibit 1) dated February 15, 2023.

⁵⁵ Motion for Leave (Bankr. Dkt. No. 3699) ¶ 28. HMIT subsequently filed the final version of the Motion for Leave that was revised to withdraw the Dondero Declarations and delete all references therein to the Dondero Declarations (but, notably, leaving in the allegations that were based on the Dondero Declaration(s)). This was done after the court ruled that it would allow the Proposed Defendants to examine Dondero regarding his Declarations. HMIT contended at that point that the court should consider the Motion for Leave on a no-evidence Rule 12(b)(6) type basis (but could not explain why it had attached the Dondero Declarations as evidence that “supported” the Motion for Leave, if it believed no evidence should be considered). *See* Motion for Leave (Bankr. Dkt. No. 3816) ¶ 28; *see also infra* pages 45 to 47 regarding the “sideshow” litigation that occurred prior to the June 8 Hearing over whether the hearing on the Motion for Leave would be an evidentiary hearing.

who allegedly told him that they purchased the claims without conducting any due diligence and based solely on Seery’s assurances that the claims were valuable. These conversations allegedly took place on May 28, 2021—two days after the MGM-Amazon deal was officially announced to the public (on May 26, 2021). Dondero also testified that a photocopy of handwritten notes (“Dondero Notes”)⁵⁶ (which were partially cut off) were notes he took contemporaneously with these short telephone conversations he initiated (one with Patel and two follow-up conversations with Linn).⁵⁷ He testified that his purpose in taking these notes and in initiating the phone calls was that “[w]e’d been trying nonstop to settle the case for two-plus years. . . . [a]nd when we heard the claims traded, we realized there were new parties to potentially negotiate to resolve the case . . . [s]o I reached out [to] the Farallon guys,”⁵⁸ and further, on *voir dire* from the Proposed Defendants’ counsel, that the purpose of taking the notes was so that he had “a written record of the important points that [he] discussed . . . so I know how to address it the next time.”⁵⁹ The handwritten notes⁶⁰ stated:

<i>Raj Patel bought it because of Seery</i>	<i>1</i>
<i>50-70¢ not compelling</i>	<i>2</i>
<i>Class 8</i>	<i>3</i>
<i>Asked what would be compelling</i>	<i>4</i>
<i>-- No Offer</i>	<i>5</i>
<i>Bought in Feb/March timeframe</i>	<i>6</i>
<i>Bought assets w/ Claims</i>	<i>7</i>
<i>Offered him 40-50% premium</i>	<i>8</i>
<i>130% of cost; “Not Compelling”</i>	<i>9</i>
<i>No Counter; Told Discovery coming</i>	<i>10</i>

⁵⁶ HMIT Ex. 4. The handwritten notes were admitted into evidence after *voir dire*, not for the truth of anything Patel or Linn allegedly said to him during the three telephone conversations, but as Dondero’s “present sense impression” of the telephone conversations.

⁵⁷ June 8 Hearing Transcript, 133:1-136:3.

⁵⁸ *See id.*, 133:13-23.

⁵⁹ *See id.* (on *voir dire*), 144:1838-145:4.

⁶⁰ HMIT Ex. 4. The court has placed in a table and numbered each line for ease of reference. The table does not include the separate apparent partial date from the top left corner that Dondero testified was the date that he made the initial call to Patel: May 28, 2021.

On direct examination, Dondero testified that line 1 is what he wrote contemporaneously with the short call he initiated to Patel of Farallon in which Patel allegedly told Dondero “that he bought it because Seery told him to buy it and they had made money with Seery before”⁶¹ and that Farallon “bought [the claim] because he was very optimistic regarding MGM”⁶² before referring him to Linn, a portfolio manager at Farallon. Dondero testified that the rest of the handwritten notes (reflected in lines 2 through 10 of the table) were notes he took contemporaneously with two telephone conversations he had with Linn following his call to Patel, with lines 2-8 referring to Dondero’s first call with Linn and lines 9 and 10 referring to his second call with Linn.⁶³ Dondero testified that the “50-70¢” in line 2 referred to his offer to Linn to pay 70 cents on the dollar to buy Farallon’s⁶⁴ claims because “[w]e knew that they had – that the claims had traded around 50 cents” and “[w]e wanted to prevent the \$5 million-a-month burn” (referring to attorney’s fees in the Highland case) and that “not compelling Class 8” in lines 2-3 referred to Linn’s response to him that the offer was not compelling.⁶⁵ Dondero testified that lines 4-5 referred to him asking Linn what amount would be compelling and to Linn’s response that “he had no offer.”⁶⁶ Dondero testified that lines 6-8 referred to Linn telling Dondero that Farallon bought the claims in the February, March timeframe and that Dondero told Linn that, given that the estate was spending \$5 million a month on legal fees, Farallon should want to sell its claims and Linn’s alleged response that “Seery told him it was worth a lot more.”⁶⁷ Lastly, Dondero testified on direct examination

⁶¹ June 8 Hearing Transcript, 134:7-10, 135:13-22.

⁶² *Id.*, 139:3-11.

⁶³ *Id.*, 136:4-138:16.

⁶⁴ As noted above, Farallon did not acquire any of the Purchased Claims; rather, Farallon created a special purpose entity, Muck, to acquire the claims.

⁶⁵ June 8 Hearing Transcript, 136:4-16.

⁶⁶ *Id.*, 136:17-23.

⁶⁷ *Id.*, 137:6-138:7.

that the last two lines referred to a second telephone conversation he had with Linn in which Dondero offered 130 percent of cost for the claims and that Linn told him that the offer was not compelling, and he would not give a price at which he would sell.⁶⁸

On cross-examination, Dondero acknowledged that, though he had testified that the handwritten notes were intended to be a written record of the important points from the telephone conversations he had with Patel and Linn, there was no mention in the notes of: (1) MGM; (2) or that Farallon was very optimistic about MGM; (3) the sharing of MNPI; (4) a *quid pro quo*; or (5) Seery's compensation, and that his last note—"Told Discovery coming"—was a reference to Dondero telling Linn (not Linn telling Dondero) that discovery was coming in response to Dondero's own supposition that Farallon must have traded on MNPI.⁶⁹ Cross-examination also revealed that Farallon never told Dondero that Seery gave them MNPI, and that Dondero only ***believed*** Seery ***must have*** given Farallon MNPI, because Farallon (Patel and Linn) had told him that the only reason Farallon bought their claims was because of their prior dealings with Seery, which Dondero took to mean that they had conducted no due diligence on their own prior to acquiring the claims. Dondero also testified that he did not have any personal knowledge as to how Seery's compensation package, as CEO of the Reorganized Debtor and Claimant Trustee, was determined because he was "not involved" in the setting of Seery's compensation pursuant to the Claimant Trust⁷⁰ and that he never discussed Seery's compensation with Farallon.⁷¹

As noted earlier, Dondero attempted to obtain discovery from the Claims Purchasers in a Texas state court pursuant to Rule 202 of the Texas Rules of Civil Procedure. The Texas state

⁶⁸ *Id.*, 138:8-22.

⁶⁹ *Id.*, 190:14-191:25. Dondero testified that he told Linn that discovery "would be coming in the next few weeks" and noted that "this has been a couple years. . . . [w]e've been trying for two years to get . . . discovery in this."

⁷⁰ *Id.*, 200:13-201:1.

⁷¹ *Id.*, 208:23-209:8.

court denied the First Rule 202 petition on June 1, 2022, after having considered the amended petition, the responses, the record, applicable authorities and having conducted a hearing on the petition on June 1, 2022.⁷²

3. Dondero Unsuccessfully Seeks Discovery and to Have Various Agencies and Courts Outside of the Bankruptcy Court Acknowledge His Insider Trading Theories

Dondero acknowledged at the June 8 Hearing that the verified petition (“First Rule 202 Petition”) he signed and filed on July 22, 2021, in the first Texas Rule 202 proceeding—just weeks after his telephone calls with Linn and Patel—was true and accurate. In it, he swore under oath as to what Linn told him in the telephone call concerning Farallon’s purchase of the claims, and the only reason he gave for wanting discovery was that Linn told him Farallon bought the claims “sight unseen—relying entirely on Seery’s advice solely because of their prior dealings.”⁷³ Dondero acknowledged, as well, that his sworn statement that he filed in support of an amended verified Rule 202 petition filed in the same Texas Rule 202 proceeding, but nearly ten months later (in May 2022), described the same telephone conversation he had with Linn, and it did not mention MGM at all and did not say that Linn told him that Seery gave him MNPI; rather, the sworn statement stated only that “On a telephone call between Petitioner and Michael Lin[n], a representative of Farallon, Mr. Lin[n] informed Petitioner that Farallon had purchased the claims sight unseen and with no due diligence—100% relying on Seery’s say-so because they had made so much money in the past when Seery told them to purchase claims” and that Linn did not tell him that Seery gave them MNPI, but he concluded that Seery gave Farallon MNPI based on what Linn did tell him.⁷⁴

⁷² Highland Ex. 7.

⁷³ *Id.*, 193:8-194:16; Highland Ex. 3, *Verified Petition to Take Deposition before Suit and Seek Documents*, ¶ 21. The first Texas Rule 202 proceeding in which Dondero sought discovery regarding the Farallon acquisition of its claims was brought by Dondero, individually, in the 95th Judicial District, Dallas County, Texas.

⁷⁴ *Id.*, 195:11-197:17; Highland Ex. 4, *Amended Verified Petition to Take Deposition before Suit and Seek Documents*, ¶ 23.

Nine days later, Dondero filed a declaration in the same proceeding, in which he described the same call with Linn as follows:⁷⁵

Last year, I called Farallon’s Michael Lin[n] about purchasing their claims in the bankruptcy. I offered them 30% more than what they paid. I was told by Michael Lin[n] of Farallon that they purchased the interests without doing any due diligence other than what Mr. James Seery—the CEO of Highland—told them, and that he told them that the interests would be worth far more than what Farallon paid. Given the value of those claims that Seery had testified in court, it made no sense to me that Mr. Lin[n] would think that the claims were worth more than what Seery testified under oath was the value of the bankruptcy claims.

Dondero further stated in his declaration that “I have an interest in ensuring that the claims purchased by [Farallon] are not used as a means to deprive the equity holders of their share of the funds,” and that “[i]t has become obvious that despite the fact that the bankruptcy estate has enough money to pay all claimants 100 cents on the dollar, there is plainly a movement afoot to drain the bankrupt estate and deprive equity of their rights. Accordingly, “I commissioned an investigation by counsel who have been in communication with the Office of the United States Trustee.”⁷⁶ Dondero attached as Exhibit A to his declaration a letter from Douglas Draper (“Draper”), an attorney with the law firm of Heller, Draper & Horn, L.L.C. in New Orleans, to the office of the General Counsel, Executive Office for U.S. Trustees, dated October 5, 2021, in which Draper opens the letter by stating that “[t]he purpose of this letter is to request that your office investigate the circumstances surrounding the sale of claims by members of the [Creditors’ Committee] in the bankruptcy of [Highland],” and later noted that he “became involved in Highland’s bankruptcy through my representation of [Dugaboy], an irrevocable trust of which Dondero is the primary beneficiary.”⁷⁷ Mr. Draper laid out the same allegations of insider claims trading, breach of

⁷⁵ Highland Ex. 5, ¶ 2.

⁷⁶ *Id.*, ¶¶ 3-4.

⁷⁷ *Id.*, Ex. A, 1-2.

fiduciary duties, and conspiracy that HMIT seeks to bring in the Proposed Complaint.⁷⁸ The U.S. Trustee’s office took no action. Dondero made a second and third attempt to get the U.S. Trustee’s office to conduct an investigation into the same allegations laid out in Draper’s letter, this time in “follow-up” letters to the Office of the U.S. Trustee on November 3, 2021, and six months later, on May 11, 2022, through another lawyer, Davor Rukavina (“Rukavina”), in which Rukavina wrote “to provide additional information regarding the systemic abuses of bankruptcy process occasioned during the [Highland] bankruptcy.”⁷⁹ Again, the U.S. Trustee’s office took no action.

On February 15, 2023, Dondero filed yet another sworn statement about his alleged conversation with Linn, this time in support of a Verified Rule 202 Petition *filed by HMIT* (“Second Rule 202 Petition”), filed in a different Texas state court (Texas District Court, 191st Judicial District, Dallas County, Texas), following Dondero’s unsuccessful attempts throughout 2021 and 2022 to obtain discovery in the First Rule 202 proceeding and based on the same allegations of misconduct by Seery and Farallon.⁸⁰ In this new sworn statement, Dondero describes for the first time the “call” he had with Linn as having been “phone calls” with Patel and Linn and *mentions MGM* and Farallon’s alleged optimism about the *expected sale of MGM*.⁸¹

In late Spring of 2021, I had phone calls with two principals at Farallon Capital Management, LLC (“Farallon”), Raj Patel and Michael Linn. During these phone calls, Mr. Patel and Mr. Linn informed me that Farallon had a deal in place to purchase the Acis and HarbourVest claims, which I understood to refer to claims that were a part of settlements in the HCM Bankruptcy Proceedings. Mr. Patel and Mr. Linn stated that Farallon agreed to purchase these claims based solely on conversations with Seery because they had made significant profits when Seery told them to purchase other claims in the past. They also stated that they were particularly optimistic because of the expected sale of MGM.

⁷⁸ *Id.*, Ex. A, 6-11.

⁷⁹ HMIT Ex. 61.

⁸⁰ Highland Ex. 9.

⁸¹ *Id.*, ¶ 4.

The Second Rule 202 Petition was also denied by the second Texas state court on March 8, 2023.⁸²

HMIT, in an apparent attempt to provide support for its argument that the Proposed Claims are “colorable,” stated in its Motion for Leave that “[t]he Court also should be aware that the Texas States [sic] Securities Board (“TSSB”) opened an investigation into the subject matter of the insider trades at issue, and this investigation has not been closed. The continuing nature of this investigation underscores HMIT’s position that the claims described in the attached Adversary Proceeding are plausible and certainly far more than merely ‘colorable.’”⁸³ But, two days before opposition briefing was due, on May 9, 2023, the TSSB issued a letter (“TSSB Letter”) to Highland, informing it that “[t]he staff of the [TSSB] has completed its review of the complaint received by the Staff against [Highland]. The issues raised in the complaint and information provided to our Agency were given full consideration, and a decision was made that no further regulatory action is warranted at this time.”⁸⁴ HMIT’s counsel (frankly, to the astonishment of the court) objected to the admission of the TSSB Letter at the June 8 Hearing “on the grounds of relevance, 403, hearsay, and authenticity . . . [a]nd I also . . . think it's important that the decision by a regulatory body has no bearing on this cause of action or the colorability of this claim, and the Texas State Securities Board will tell you that. This is completely and utterly irrelevant to your inquiry.”⁸⁵ The court overruled HMIT’s objection to the relevance of this exhibit—considering, among other things, that HMIT, in its Motion for Leave, specifically mentioned the allegedly open TSSB “investigation” as relevant evidence the court “should be aware” of in making its determination of whether the Proposed Claims were “colorable.”⁸⁶

⁸² Highland Ex. 10.

⁸³ Motion for Leave, ¶ 37.

⁸⁴ See Highland Ex. 33.

⁸⁵ June 8 Hearing Transcript, 323:22-324:3.

⁸⁶ *Id.*, 324:4-328:2.

C. Claims Purchasers Purchase Claims and File Notices of Transfers of Claims

To be clear about the time line here, it was after confirmation of the Plan but prior to the Effective Date of the Plan, that the Claims Purchasers: (1) purchased several large unsecured claims that had been allowed following, and as part of, Rule 9019 settlements, each of which were approved by the bankruptcy court, after notice and hearing, prior to the confirmation hearing; and (2) filed notices of the transfers of those claims pursuant to Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure. The noticing of the claims transfers began on April 16, 2021, with the notice of transfer of the claim held by Acis Capital Management to Muck, and ended on August 9, 2021, with the notices of transfers of the claims held by UBS Securities to Muck and Jessup:

Claimant(s)	Date Filed/ Claim No.	Asserted Amount	Claim Settled/Allowed? If so, Amount	Date Filed/ Rule 3001 Notice Dkt. No.
Acis Capital Management LP and Acis Capital Management, GP LLC (together, “Acis”)	12/31/2019 Claim No. 23	\$23,000,000	Yes ⁸⁷ \$23,000,000	4/16/2021 Bankr. Dkt. No. 2215 (Muck)
Redeemer Committee of the Highland Crusader Fund (the “Redeemer Committee”)	4/3/2020 Claim No. 72	\$190,824,557	Yes ⁸⁸ \$137,696,610	4/30/2021 Bankr. Dkt. No. 2261 (Jessup)
HarbourVest 2017 Global Fund, LP, HarbourVest 2017 Global AIF, LP, HarbourVest Partners LP, HarbourVest Dover Street IX Investment LP, HV International VIII Secondary LP, HarbourVest Skew Base AIF LP (the “HarbourVest Parties”)	4/8/2020 Claim Nos. 143, 147, 149, 150, 153, 154	Unliquidated	Yes ⁸⁹ \$80,000,000 in aggregate (\$45,000,000 General Unsecured Claim, and \$35,000,000 subordinated claim)	4/30/2021 Bankr. Dkt. No. 2263 (Muck)

⁸⁷ Bankr. Dkt. No. 1302. The Debtor’s settlement with Acis was approved over the objection of Dondero. Bankr. Dkt. No. 1121.

⁸⁸ Bankr. Dkt. No. 1273.

⁸⁹ Bankr. Dkt. No. 1788. The Debtor’s settlement with the HarbourVest Parties was approved over the objections of Dondero, Bankr. Dkt. No. 1697, and Dugaboy and the Get Good Trust. Bankr. Dkt. No. 1706.

UBS Securities LLC, UBS AG, London Branch (the “UBS Parties”)	6/26/2020 Claim Nos. 190, 191	\$1,039,957,799.40	Yes ⁹⁰ \$125,000,000 in aggregate (\$65,000,000 General	8/9/2021 Bankr. Dkt. No. 2698 (Muck) and Bankr. Dkt. No. 2697 (Jessup)
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HMIT insists that it “made no sense” for the Claims Purchasers to buy the Purchased Claims because “the publicly available information [] did not offer a sufficient potential profit to justify the publicly disclosed risk,” and “their investment was projected to yield a small return with virtually no margin for error.”⁹¹ Dondero testified that it was *his* view that there was insufficient information in the public to justify the claims purchases.⁹² But, HMIT’s arguments here are contradicted by the information that was publicly available to Farallon and Stonehill at the time of their purchases and by HMIT’s own allegations. In advance of Plan confirmation, Highland projected that Class 8 general unsecured creditors would recover 71.32% on their allowed claims. In the Proposed Complaint, HMIT sets forth the amounts the Claims Purchasers purportedly paid for their claims.⁹³ Taking into account the face amount of the allowed claims, the Claims Purchasers’ projected profits (in millions of dollars) were as follows:

Creditor	Class 8	Class 9	Ascribed Value ⁹⁴	Purchaser	Purchase Price	Projected Profit
Redeemer	\$137.0	\$0.0	\$97.71	Stonehill	\$78.0	\$19.71
Acis	\$23.0	\$0.0	\$16.4	Farallon	\$8.0	\$8.40

⁹⁰ Bankr. Dkt. No. 2389. The Debtor’s settlement with the UBS Parties was approved over the objections of Dondero, Dkt. No. 2295, and Dugaboy and the Get Good Trust. Bankr. Dkt. Nos. 2268, 2293.

⁹¹ Proposed Complaint, ¶ 3.

⁹² June 8 Hearing Transcript, 187:3-7 (“Q: And it’s your testimony that there wasn’t sufficient information in the public for them to buy – this is your view – that there wasn’t sufficient information in the public to justify their purchases. Is that your view? A: Correct.”).

⁹³ *Id.*, ¶ 42.

⁹⁴ “Ascribed Value” is derived by multiplying the Class 8 amount by the projected recovery of 71.32% for that class.

HarbourVest	\$45.0	\$35.0	\$32.09	Farallon	\$27.0	\$5.09
UBS	\$65.0	\$60.0	\$46.39	Stonehill & Farallon	\$50.0	(\$3.61)

As HMIT acknowledges, by the time Dondero spoke with Farallon in the “late spring” of 2021, the Claims Purchasers had acquired the allowed claims previously held by Acis, Redeemer, and HarbourVest.⁹⁵ Based on an aggregate purchase price of \$113 million for these three claims, the Claims Purchasers would have expected to net over \$33 million in profits, or nearly 30% on their investment, had Highland met its projections. The Claims Purchasers would make even more money if Highland beat its projections, because they also purchased the Class 9 claims and would therefore capture any upside. In this context, HMIT’s and Dondero’s assertions that it did not “make any sense” for the Claims Purchasers to purchase their claims when they did does not pass muster—given the publicly available information about potential recoveries under the Plan. Dondero even acknowledged, on cross-examination, that he was prepared to pay **30 percent more** than Farallon had paid, even though he did not think there was sufficient public information available to justify Farallon’s purchase of the claims.⁹⁶ Dondero essentially testified that he wanted to purchase Farallon’s claims because he wanted to be in a position of control to force a settlement or resolution of the bankruptcy case, post-confirmation, under terms acceptable to him. He did not want to try to settle by negotiating with Farallon and Stonehill *as creditors*, but instead he wanted to purchase the claims because “if we owned all the claims, it would settle the case.”⁹⁷

⁹⁵ See Complaint, ¶ 41 n.12. The UBS claims were not acquired until August 2021, long after the alleged “*quid pro quo*” was supposedly agreed upon and the MGM-Amazon deal was announced in the press in late May 2021. See, Highland Ex. 34, *Amazon’s \$8.45 Billion Deal for MGM is Historic But Feels Mundane* (dated May 26, 2021).

⁹⁶ June 8 Hearing Transcript, 187:8-11.

⁹⁷ *Id.*, 187:12-189:10.

D. Fifth Circuit’s Approval of the Gatekeeper Provision in Plan, Recognition of Res Judicata Effect of the Prior Gatekeeper Orders, and the Bankruptcy Court’s Order Approving Highland’s Motion to Conform Plan

Harkening back to February 22, 2021, after a robust confirmation hearing, this court entered its order confirming the Plan, over the objections of Dondero and Dondero-Related Parties, specifically questioning the good faith of their objections. The court found, after noting “the remoteness of their economic interests” that “[it] has good reason to believe that [the Dondero Parties] are not objecting to protect economic interests they have in the Debtor but to be disruptors. Dondero wants his company back. This is understandable, but it is not a good faith basis to lob objections to the Plan.”⁹⁴ The Plan became effective on August 11, 2021.

Of relevance to the Motion for Leave, the confirmed Plan included certain exculpations, releases, and injunctions designed to protect the Debtor and other bankruptcy participants from bad-faith litigation. These participants included: Highland’s employees (with certain exceptions); Seery as Highland’s CEO and CRO; Strand (after the appointment of the Independent Directors); the Independent Directors; the successor entities; the CTOB and its members; the Committee and its members; professionals retained in the case; and all “Related Persons.” The injunction provisions contained a Gatekeeper Provision which is similar to the gatekeeper provisions in the prior Gatekeeper Orders in that it provided that the bankruptcy court will act as a “gatekeeper” to screen and prevent bad-faith litigation against the Protected Parties. The Gatekeeper Provision in the Plan states, in pertinent part:⁹⁸

No Enjoined Party may commence or pursue a claim or cause of action of any kind against any Protected Party that arose or arises from or is related to the Chapter 11 Case . . . without the Bankruptcy Court (i) first determining, after notice and a hearing, that such claim or cause of action represents *a colorable claim of any kind*, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, fraud, or gross negligence against a Protected Party and (ii) specifically

⁹⁸ Plan, 50-51 (emphasis added).

authorizing such Enjoined Party to bring such claim or cause of action against such Protected Party.

The Plan defines Protected Parties as,

collectively, (i) the Debtor and its successors and assigns, direct and indirect majority-owned subsidiaries, and the Managed Funds, (ii) the Employees, (iii) Strand, (iv) the Reorganized Debtor, (v) the Independent Directors, (vi) the Committee, (vii) the members of the Committee (in their official capacities), (viii) the Claimant Trust, (ix) the Claimant Trustee, (x) the Litigation Sub-Trust, (xi) the Litigation Trustee, (xii) the members of the [CTOB] (in their official capacities), (xiii) [HCMLP GP LLC], (xiv) the Professionals retained by the Debtor and the Committee in the Chapter 11 Case, (xv) the CEO/CRO; and (xvi) the Related Persons of each of the parties listed in (iv) through (xv); [but excluding Dondero and Okada and various entities including HMIT and Dugaboy].

The court notes that the Gatekeeper Provision in the Plan provides protection to a broader number of persons than the persons protected under the January 2020 Order (addressing the Independent Directors and their agents and advisors) and the July 2020 Order (addressing Seery in his role as CEO and CRO of the Debtor). But, at the same time, it is less restrictive than the gatekeeping provisions under the Gatekeeper Orders, in that the gatekeeping provisions in the prior orders shield the protected parties from any claim that is not both “colorable” *and* a claim for “willful misconduct or gross negligence,” effectively providing the protected parties under the prior orders with a limited immunity from claims of simple negligence or breach of contract that do not rise to the level of “willful misconduct or gross negligence,” whereas the Gatekeeping Provision under the Plan does not act as a release or exculpation of the Protected Parties in any way because it does not prohibit any party from bringing *any kind of claim* against a Protected Party, provided the proposed claimant first obtains a finding in the bankruptcy court that its proposed claims are “colorable.”⁹⁹

⁹⁹ It should be noted that--as discussed further below--there are, separately in the Plan, exculpations as to a smaller universe of persons--e.g., the Debtor, the Committee and its members, and the Independent Directors.

Dondero and some of the entities under his control appealed¹⁰⁰ the Confirmation Order directly to the Fifth Circuit, arguing, among other issues, that the Plan’s exculpation, release, and injunction provisions, including the Gatekeeper Provision (collectively, the “Protection Provisions”) impermissibly provide certain non-debtor bankruptcy participants with a discharge, purportedly in contravention of the provisions of Bankruptcy Code § 524(e)’s statutory bar on non-debtor discharges. As noted above, the Fifth Circuit, “affirm[ed] the confirmation order in large part” and “reverse[d] *only insofar as the plan exculpates* certain non-debtors in violation of 11 U.S.C. § 524(e), strik[ing] those few parties *from the plan’s exculpation*, and affirm[ed] on all remaining grounds.”¹⁰¹ The Fifth Circuit specifically found the “injunction and gatekeeping provisions [to be] sound” and found that it was only “the *exculpation* of certain non-debtors” that “exceed[ed] the bankruptcy court’s authority,” agreeing with the bankruptcy court’s conclusions that the Protection Provisions were legal, necessary under the circumstances, and in the best interest of all parties” in part, and only disagreeing to the extent that the *exculpation* provision improperly extended to certain bankruptcy participants other than Highland, the Committee and its members, and the Independent Directors and “revers[ing] and strik[ing] the few unlawful parts

¹⁰⁰ On appeal, the appellant funds (“Funds”), whom this court found to be “owned and/or controlled” by Dondero despite their purported independence, also asked the Fifth Circuit to vacate this court’s factual finding “because it threatens the Funds’ compliance with federal law and damages their reputations and values” and because “[a]ccording to the Funds, the characterization is unfair, as *they* are not litigious like Dondero and are completely independent from him.” *NexPoint Advisors, L.P. v. Highland Capital Mgmt., L.P. (In re Highland Capital Mgmt., L.P.)*, 48 F.4th at 434. Applying the “clear error” standard of review, the Fifth Circuit “le[ft] the bankruptcy court’s factual finding undisturbed” because “nothing in this record leaves us with a firm and definite conviction that the bankruptcy court made a mistake in finding that the Funds are ‘owned and/or controlled by [Dondero].” *Id.* at 434-35.

¹⁰¹ See *supra* note 4. The Fifth Circuit replaced its initial opinion with its final opinion a few days after certain appellants had filed a short (four-and-one-half pages) motion for rehearing (the “Motion for Rehearing”) on September 2, 2022. The movants had asked the Fifth Circuit to “narrowly amend the [initial] Opinion in order to confirm the Court’s holding that the impermissibly exculpated parties are similarly struck from the protections of the injunction and gatekeeper provisions of the plan (in other words, that such parties cannot constitute ‘Protected Parties’).” In the final Fifth Circuit opinion, same as the initial Fifth Circuit opinion, the Fifth Circuit stated that, with regard to the Confirmation Order, the panel would “reverse only insofar as the plan exculpates certain non-debtors in violation of 11 U.S.C. § 524(e), strike those few parties from the plan’s exculpation, and affirm on all remaining grounds.” *Highland Capital*, 48 F.4th at 424. No findings, discussion, or rulings regarding the injunction and gatekeeper provisions that were in the initial Fifth Circuit opinion were disturbed.

of the Plan’s *exculpation provision*.¹⁰² The Fifth Circuit then remanded to the Bankruptcy Court “for further proceedings in accordance with the opinion.”¹⁰³

In the course of analyzing the Protection Provisions under the Plan, the Fifth Circuit noted that the protection provisions in the January and July 2020 Orders appointing the Independent Directors and Seery as CEO and CRO of Highland were *res judicata* and that “those orders have the effect of exculpating the Independent Directors and Seery in his executive capacities” such that “[d]espite removal from the exculpation provision in the confirmation order, the Independent Directors’ agents, advisors, and employees, as well as Seery in his official capacities are all exculpated to the extent provided in the January and July 2020 Orders.”¹⁰⁴

The Reorganized Debtor filed a motion in the bankruptcy court to conform the plan to the Fifth Circuit’s mandate, proposing that only one change was needed to make the Plan compliant with the Fifth Circuit’s ruling: narrow the defined term for “Exculpated Parties” to read as follows:

“Exculpated Parties” means, collectively, (i) the Debtor, (ii) the Independent Directors, (iii) the Committee, and (iv) members of the Committee (in their official capacities).

The Reorganized Debtor proposed that this one simple revision of this defined term removed the exculpations deemed by the Fifth Circuit to violate section 524(e) of the Bankruptcy Code, and that no other changes would be required to conform the Plan and Confirmation Order to the Fifth Circuit’s mandate. Some of the Dondero-related entities objected to the motion to conform, arguing that the Fifth Circuit’s ruling required more surgery on the Plan than simply narrowing the defined term “Exculpated Parties.” On February 27, 2023, this court entered its order granting

¹⁰² *Id.* at 435.

¹⁰³ *Id.* at 440. The Fifth Circuit’s docket reflects that it issued its Judgment and mandate on September 12, 2022.

¹⁰⁴ *Highland Capital*, 48 F.4th at 438 n.15. The Fifth Circuit stated, “To the extent Appellants seek to roll back the protections in the bankruptcy court’s January 2020 and July 2020 orders (which is not clear from their briefing), such a collateral attack is precluded.” *Id.*

Highland’s motion to conform the Plan, ordering that one change be made to the Plan – revising the definition of “Exculpated Parties” – and no more.¹⁰⁵ The objecting parties’ direct appeal of this order has been certified to the Fifth Circuit and is one of the numerous currently active appeals by Dondero-related parties pending in the Fifth Circuit.

E. HMIT’s Motion for Leave

HMIT filed its emergency Motion for Leave on March 28, 2023, which, with attachments, as first filed, was 387 pages in length, including an initial proposed complaint (“Initial Proposed Complaint”) and two sworn declarations of Dondero that were attached as “objective evidence” in “support[]” of the Motion for Leave,¹⁰⁶ and with it, an application for an emergency setting on the hearing on the Motion to Leave. On April 23, 2023, HMIT filed a pleading entitled a “supplement” to its Motion to Leave (“Supplement”),¹⁰⁷ to which it attached a revised proposed verified complaint (“Proposed Complaint”)¹⁰⁸ as Exhibit 1-A to the Motion for Leave and stated that “[t]he Supplement is not intended to amend or supersede the [Motion for Leave]; rather, it is intended as a supplement to address procedural matters and to bring forth additional facts that further confirm the appropriateness of the derivative action.”¹⁰⁹ The HMIT Motion for Leave was later amended to eliminate the Dondero Declarations and references to the same (but not the underlying allegations that were supposedly supported by the Dondero Declarations).¹¹⁰

¹⁰⁵ Bankr. Dkt. No. 3672.

¹⁰⁶ Bankr. Dkt. No. 3699.

¹⁰⁷ Bankr. Dkt. No. 3760.

¹⁰⁸ *See supra* note 5.

¹⁰⁹ Supplement ¶ 1.

¹¹⁰ Bankr. Dkt. Nos. 3815 and 3816. Both of these filings had the Initial Proposed Complaint attached as Exhibit 1 to the Motion for Leave.

As earlier noted, HMIT desires leave to sue the Proposed Defendants regarding *the post-confirmation, pre-Effective Date purchase of allowed unsecured claims*. The Proposed Defendants would be:

Seery, who was a stranger to Highland until approximately four months following the Petition Date when he was brought in as one of the three Independent Directors, and now serves as the CEO of the Reorganized Debtor and the Trustee of the Claimant Trust (and also was previously Highland’s CRO during the case, then CEO, and, also, an Independent Board Member of Highland’s general partner during the Highland case). Seery is best understood as the man who took Dondero’s place running Highland—per the request of the Committee.

Claims Purchasers, who were strangers to Highland until the end of the bankruptcy case. They are identified as Farallon Capital Management, LLC (“Farallon”); Muck Holdings, LLC (“Muck”), which was a special purpose entity created by Farallon to purchase unsecured claims against Highland; Stonehill Capital Management, LLC (“Stonehill”); and Jessup Holdings, LLC (“Jessup”), which was a special purpose entity created by Stonehill to purchase unsecured claims against Highland (collectively, the “Claims Purchasers”). The Claims Purchasers purchased \$240 million face value of already-allowed unsecured claims post-confirmation and pre-Effective Date in the spring of 2021 and another \$125 million face value of already-allowed unsecured claims in August 2021. Bankruptcy Rule 3001(e) notices—giving notice of same—were filed on the bankruptcy clerk’s docket regarding these purchases. The claims had previously been held by the creditors known as the Crusader Redeemer Committee, Acis Capital, HarbourVest, and UBS (three of these four creditors formerly served on the Committee during the Highland bankruptcy case).

John Doe Defendants Nos. 1-10, which are described to be “currently unknown individuals or business entities who may be identified in discovery as involved in the wrongful transactions at issue.”

Highland, as a nominal defendant. HMIT added Highland as a nominal defendant in the Revised Proposed Complaint attached to the Supplement.

Claimant Trust, as a nominal defendant. HMIT added the Claimant Trust as a nominal defendant in the Revised Proposed Complaint attached to the Supplement.

The proposed plaintiffs would be:

HMIT, which, again, was the largest equity holder in Highland and held a 99.5% limited partnership interest (specifically, Class B/C limited partnership interests). HMIT is the holder of a Class 10 interest under the Plan, pursuant to which HMIT’s limited partnership interest in Highland was extinguished as of the Effective Date in exchange for a pro rata share of a contingent interest in the Claimant Trust.

Highland, as a nominal party. HMIT wishes to bring its complaint on behalf of itself and derivatively on behalf of the Reorganized Debtor.

Claimant Trust, as a nominal party. HMIT wishes to bring its complaint on behalf of itself and derivatively on behalf of the Claimant Trust.

In the Proposed Complaint, HMIT asserts the following six counts: Count I (against Seery) for breach of fiduciary duties; Count II (against the Claims Purchasers and John Doe Defendants) for knowing participation in breach of fiduciary duties; Count III (against all Proposed Defendants) for conspiracy; Count IV (against Muck and Jessup) for equitable disallowance of their claims; Count V (against all Proposed Defendants) for unjust enrichment and constructive trust; and Count VI (against all Proposed Defendants) for declaratory relief.¹¹¹ The gist of the Proposed Complaint is as follows. HMIT asserts that something seems amiss regarding the post-confirmation/pre-Effective Date purchase of claims by the Claims Purchasers. Actually, more bluntly, HMIT asserts that “wrongful conduct occurred” and “improper trades” were made.¹¹² HMIT believes the Claims Purchasers paid around \$160 million for the \$365 million face amount of claims they purchased. HMIT believes that this amount was too high for any rational claim purchaser (particularly hedge funds who expect high returns) to have paid for the claims—based on Highland’s Disclosure Statement and Plan projections regarding the projected distributions under the Plan to holders of allowed unsecured claims. And, of course, Dondero purports to have concluded from the three phone conversations he had with representatives of one of the Claims Purchasers that they did no due diligence before purchasing the claims. Therefore, HMIT surmises, Seery must have given these Claims Purchasers MNPI regarding Highland that convinced them that it was to their economic advantage to purchase the claims. In particular, HMIT surmises Seery must have shared

¹¹¹ In the Initial Proposed Complaint, HMIT proposed to bring claims against the various Proposed Defendants in seven counts, including a count for fraud by misrepresentation and material nondisclosure against all Proposed Defendants. In the Proposed Complaint, HMIT abandons its claim for fraud by misrepresentation and material nondisclosure.

¹¹² Motion for Leave, 7.

MNPI regarding the likely imminent sale of MGM, in which Highland had, directly and indirectly, substantial holdings. As noted earlier, MGM was ultimately purchased by Amazon after a sale process that had been quite publicly discussed in media reports for several months and that was officially announced to the public in late May 2021 (just a few weeks after the Claims Purchasers purchased some of their claims, but a few months *before* certain of their claims—the UBS claims—were purchased).¹¹³ In summary, while the Proposed Complaint is lengthy and at times hard to follow, it boils down to allegations that: (a) Seery filed (or caused to be filed) deflated, pessimistic, misleading projections regarding the value of the Debtor’s estate in connection with the Plan, (b) then induced very sophisticated unsecured creditors to discount and sell their claims to the likewise very sophisticated Claims Purchasers, (c) which Claims Purchasers are allegedly friendly with Seery, and are now happily approving Seery’s allegedly excessive compensation demands post-Effective Date (resulting in less money in the pot to pay off the creditor body in full, and, thus, a diminished likelihood that HMIT will realize any recovery on its contingent Class 10 interest). HMIT argues that Seery should be required to disgorge his compensation. It appears that HMIT also seeks other damages in the form of equitable disallowance of the Claims Purchasers’ claims and disgorgement of distributions on account of those claims, the imposition of a constructive trust over all disgorged funds, and declaratory relief.

HMIT claims that, in seeking to file the Proposed Complaint, it is seeking to protect the rights and interests of the Reorganized Debtor, the Claimant Trust, and “innocent stakeholders” who were allegedly injured by Seery’s and the Claims Purchasers’ alleged conspiratorial and

¹¹³ The MGM-Amazon deal was ultimately consummated in March 2022 for approximately \$6.1 billion, net of cash acquired, plus approximately \$2.5 billion in debt that Amazon assumed and immediately repaid. Credible testimony from Seery at the June 8 Hearing revealed that Highland and entities it controlled tendered their MGM holdings in connection with the Amazon transaction (they did not sell their holdings while the MGM-Amazon deal was under discussion and/or not made public).

fraudulent scheme to line Seery's pockets with excessive compensation for his role as Claimant Trustee. In its Motion for Leave, HMIT states that "[t]he attached Adversary Proceeding alleges claims which are substantially more than 'colorable' based upon plausible allegations that the Proposed Defendants, acting in concert, perpetrated a fraud, including a fraud upon innocent stakeholders, as well as breaches of fiduciary duties and knowing participation in (or aiding or abetting) breaches of fiduciary duty."¹¹⁴

F. Is HMIT Really Dondero by Another Name?

The Proposed Defendants argue that HMIT's Motion for Leave is nothing more than a continuation of the harassing and bad-faith litigation by Dondero and his related entities that the Gatekeeper Provisions were intended to prevent and, thus, this is one of multiple reasons that the Motion for Leave should be denied.

To be clear, HMIT asserts that it is controlled by Mark Patrick ("Patrick"), who has been HMIT's administrator since August 2022. Patrick asserts that he is not influenced or controlled by Dondero, in general, and specifically not in its efforts to pursue the Proposed Claims against Seery and the Claims Purchasers. However, the testimony elicited at the June 8 Hearing—the hearing at which HMIT had the burden of showing the court that its Proposed Claims were "colorable" such that it should be allowed to pursue them through the filing of the Proposed Complaint—paints a different picture. Somewhat tellingly, HMIT chose not to call Patrick—allegedly HMIT's only representative and control person—as a witness in support of its Motion for Leave. Rather, Dondero was HMIT's first witness called in support of its motion, and the first

¹¹⁴ See Motion for Leave (Bankr. Dkt. No. 3816) ¶ 3. HMIT notes, in a footnote 6, that "Neither this Motion nor the proposed Adversary Complaint seeks to challenge the Court's Orders or the Plan. In addition, neither this Motion nor the proposed Adversary Complaint seeks to redistribute the assets of the Claimant Trust in a manner that would adversely impact innocent creditors. Rather, the proposed Adversary Proceeding seeks to benefit all innocent stakeholders while working within the terms and provisions of the Plan, as well as the Claimant Trust Agreement."

questions on direct from HMIT's counsel were aimed at establishing that Dondero was not behind the filing of the Motion for Leave and the pursuit of the Proposed Claims.¹¹⁵ Dondero testified that he did not (i) "have any current official position" with HMIT, (ii) "attempt to exercise [control] on the business affairs of [HMIT]," (iii) "have any official legal relationship with [HMIT] where [he] can attempt to exercise either direct or indirect control over [HMIT]," or (iv) "participate in the decision of whether or not to file the proceedings that are currently pending before Judge Jernigan."¹¹⁶ After HMIT rested, Highland and the Claimant Trust called Patrick as a witness, and he testified that he was the administrator of HMIT, that HMIT does not have any employees, operations, or revenues, and, when asked if HMIT owned any assets, Patrick testified, with not a great deal of certainty, that "it's my understanding it has a contingent beneficiary interest in the Claimants [sic] Trust" and that is the only asset HMIT has.¹¹⁷ Patrick testified that HMIT did not owe any money to Dondero personally, but acknowledged that in 2015, HMIT had issued a secured promissory note in favor of Dondero's family trust, Dugaboy, in the amount of approximately \$62.6 million (the "Dugaboy Note") in exchange for Dugaboy transferring a portion of its limited partner interests in Highland to HMIT; the Dugaboy Note was secured in part by the Highland limited partnership interests purchased from Dugaboy.¹¹⁸ Patrick admitted that, if HMIT's Class 10 interest has no value, HMIT would have no ability to pay the Dugaboy Note.¹¹⁹ He further testified that neither he nor any representative of HMIT had ever spoken with any representative of Farallon or Stonehill, that he had no personal knowledge about any *quid pro quo*, the amount of due diligence Farallon or Stonehill conducted prior to buying their claims, or the terms of

¹¹⁵ See June 8 Hearing Transcript, 113:10-25.

¹¹⁶ *Id.*

¹¹⁷ June 8 Hearing Transcript, 307:7-308:2.

¹¹⁸ *Id.*, 303:11-305:1; Highland Ex. 51, HMIT's \$62,657,647.27 *Secured Promissory Note* dated December 24, 2015, in favor of Dugaboy.

¹¹⁹ *Id.*, 308:3-16.

Seery's compensation package (until the terms were disclosed to them in opposition to the Motion for Leave).¹²⁰ Patrick admitted that Dugaboy was paying HMIT's attorneys' fees pursuant to a settlement agreement between HMIT and Dugaboy.¹²¹

On cross-examination by HMIT's counsel, Patrick further testified that HMIT has not filed any litigation, as plaintiff, other than its efforts to be a plaintiff in the Motion for Leave and its action as a petitioner in the Texas Rule 202 proceeding filed earlier in 2023 in the Texas state court.¹²² HMIT's counsel argued that the point of this questioning was that "they're just trying to draw Dondero into this and – this vexatious litigant argument, and we're just developing the fact that obviously Hunter Mountain has only filed – attempting to file this action and a Rule 202 proceeding."¹²³ But, Dondero and HMIT's counsel referred during the June 8 Hearing to the First Rule 202 Petition (where Dondero was the petitioner) and the Second Rule 202 Petition (where HMIT was the petitioner) as "our" Rule 202 petitions, and also to the numerous attempts at getting the discovery (that Dondero had warned Linn was coming) in the collective. For example, in objecting to the admission of Highland's Exhibit 10 – the Texas state court order denying and dismissing the Second Rule 202 Petition – on the basis of relevance, HMIT's counsel referred to the order as "an order denying *our second*" Rule 202 Petition.¹²⁴ And, Dondero testified that his warning to Linn in May 2021 that "discovery was coming" was "my response to I knew they had traded on material nonpublic information" and that "I thought it would be a lot easier to get

¹²⁰ *Id.*, 308:18-312:12. This testimony from Patrick came after HMIT's counsel objection to counsel's line of questioning regarding Patrick's personal knowledge of the facts supporting the allegations in the Proposed Complaint on the basis that he was invading the attorney work product privilege, which was overruled by this court; HMIT's counsel argued (311:4-19) that the line of questioning was an "invasion of attorney work product . . . [b]ecause they might – he would have knowledge from the efforts and investigation through attorneys in the case."

¹²¹ *Id.*, 312:24-313:18.

¹²² *Id.*, 315:3-9.

¹²³ *Id.*, 316:6-11.

¹²⁴ *Id.*, 58:11-13. The court overruled HMIT's relevance objection and admitted Highland's Exhibit 10 into evidence. *Id.*, 58:14-15.

discovery on a situation like this than it has been for the last two years” and that “*we’ve* been trying for two years to get . . . discovery.”¹²⁵

Dondero’s use of an entity over which he exerts influence and control to pursue his own agenda in the bankruptcy case is not new. Rather, this has been part of Dondero’s *modus operandi* since the “nasty breakup” between Dondero and Highland that culminated with Dondero’s ouster in October 2020, whereby Dondero, after not getting his way in the bankruptcy court, continued to lob objections and create obstacles to Highland’s implementation of the Plan through entities he owns or controls. As noted above, the Fifth Circuit specifically upheld this court’s finding in the Confirmation Order that Dondero owned or controlled the various entities that had objected to confirmation of the Plan and appealed the Confirmation Order, where the Dondero-related appellants made similar protestations that they are not owned or controlled by Dondero and asked the Fifth Circuit to vacate this court’s factual finding because, among other reasons, “[a]ccording to the Funds, the characterization is unfair, as *they* are not litigious like Dondero and are completely independent from him.”¹²⁶ Based on the totality of the evidence in this proceeding, the court finds that, contrary to the protestations of HMIT’s counsel and Patrick otherwise, Dondero is the driving force behind HMIT’s Motion for Leave and the Proposed Complaint. The Motion for Leave is just one more attempt by Dondero to press his conspiracy theory that he has pressed for over two years now, unsuccessfully, in Texas state court through Rule 202 proceedings, with the Texas State Securities Board, and with the United States Trustee’s office.

¹²⁵ *Id.*, 191:5-25.

¹²⁶ *Highland Capital*, 48 F.4th at 434-435.

G. Opposition to Motion for Leave: Arguing No Standing and No “Colorable” Claims

Highland, the Claimant Trust, and Seery (together, the “Highland Parties”) filed a joint opposition (“Joint Opposition”) to HMIT’s Motion for Leave on May 11, 2023.¹²⁷ The Claims Purchasers filed a separate objection (“Claims Purchasers’ Objection”) to the Motion for Leave on May 11, 2023, as well.¹²⁸ In the Joint Opposition, the Highland Parties urge the court to deny HMIT leave to pursue the Proposed Claims because, as a threshold matter, HMIT does not have standing to bring them, directly or derivatively against the Proposed Defendants. They argue, in the alternative, that the Motion for Leave should be denied even if HMIT had standing to pursue the Proposed Claims because none of the Proposed Claims are “colorable” claims as that term is used in the Gatekeeper Provision of the Plan (and Gatekeeper Orders).¹²⁹

The Claims Purchasers likewise argue that HMIT lacks standing to complain about claims trading in the bankruptcy which occurred between sophisticated Claims Purchasers and sophisticated sellers (“Claims Sellers”), represented by skilled bankruptcy and transactional counsel. Moreover, they argue HMIT cannot show that it or the Reorganized Debtor or the Claimant Trust were injured by the claims trading at issue because the Purchased Claims had already been adjudicated as allowed claims in the bankruptcy case—thus, distributions under the Plan on account of the Purchased Claims remain the same, the only difference being who holds the claims. Moreover, even if HMIT could succeed in equitably subordinating the validly transferred *allowed* claims, HMIT would still be in the same position it is today: the holder of a

¹²⁷ Bankr. Dkt. Nos. 3783. Highland, the Claimant Trust, and Seery also filed on May 11 a *Declaration of John A. Morris in Support of Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr.’s Joint Opposition to Hunter Mountain Investment Trust’s Motion for Leave to File Verified Adversary Proceeding* (“Morris Declaration”) that attached 44 Exhibits in support of the Joint Opposition. Bankr. Dkt. No. 3784.

¹²⁸ Bankr. Dkt. No. 3780.

¹²⁹ See Joint Opposition ¶ 139 (“Because HMIT lacks standing, this Court need not reach the merits of HMIT’s proposed Adversary Complaint. As a matter of judicial economy, however, the Highland Parties respectfully request that this Court address the lack of merit as an alternative basis to deny the Motion.”).

contingent, speculative Class 10 interest that would only be paid after payment, in full, with interest, of all creditors under the Plan. The Claims Purchasers argue in the alternative that the Proposed Claims are not “colorable.”

Finally, the Proposed Defendants argue that the standard of review for assessing whether the Proposed Claims are “colorable” (as such term is used in the Gatekeeper Provision and Gatekeeping Orders) is a standard that is a higher than the “plausibility” standard applied to Rule 12(b)(6). They argue that HMIT should be required to meet a higher bar with respect to colorability that includes making a *prima facie* showing that the Proposed Claims have merit (and/or are not without foundation) which requires HMIT to do more than meet the liberal notice-pleading standards.

H. HMIT’s Reply to the Proposed Defendants’ Opposition to the Motion for Leave

In its reply brief (“Reply”), filed by HMIT on May 18, 2023,¹³⁰ it argues that it has constitutional standing as an “aggrieved party” to bring the Proposed Claims on behalf of itself.¹³¹ HMIT also argues that it has standing under Delaware Trust law to bring a derivative action on behalf of the Claimant Trust and that it not only has standing to bring the Proposed Claims derivatively on behalf of the Reorganized Debtor under the Plan, but it is the best party to bring the claims.¹³² Finally, HMIT maintains that the standard of review that the bankruptcy court should apply in assessing the “colorability” of the Proposed Claims is no greater than the standard of review applied to motions to dismiss under Federal Rule of Civil Procedure 12(b)(6), which would require the bankruptcy court to look only to the “four corners” of the Proposed Complaint

¹³⁰ Bankr. Dkt. No. 3785.

¹³¹ See Reply ¶ 7.

¹³² See, Reply ¶ 23 n.5, where HMIT argues “The nature of this injury, in addition to Seery’s influence over the Claimant Trust, and the lack of prior action by the Claimant Trust to pursue the claims HMIT seeks to pursue derivatively, among other things, demonstrate that HMIT is not only a proper party to assert its derivative claims – but the best party to do so.”

and “not weigh extraneous evidence,”¹³³ take all allegations as true, and view all allegations and inferences in a light most favorable to HMIT. As discussed in greater length below, HMIT argues that, under this standard, the bankruptcy court should not consider evidence in making its determination as to whether the Proposed Complaint presents “colorable” claims.

I. Litigation within the Litigation: The Pre- June 8 Hearing Skirmishes

Suffice it to say there was significant activity before the Motion for Leave actually was presented at the June 8 hearing. HMIT sought an emergency hearing on its Motion for Leave (wanting a hearing on three days’ notice). When the bankruptcy court denied an emergency hearing, HMIT unsuccessfully pursued an interlocutory appeal of the denial of an emergency hearing to the district court. HMIT then petitioned for a writ of mandamus at the Fifth Circuit regarding the emergency hearing denial, which was denied by the Fifth Circuit on April 12, 2023.

Next, there were multiple pleadings and hearings regarding *what kind of hearing* the bankruptcy court should or should not hold on the Motion for Leave—particularly focusing on whether or not it would be an evidentiary hearing.¹³⁴ The resolution of this issue turned on what standard of review the court should apply in exercising its gatekeeping function and determining the colorability of the Proposed Claims. HMIT (although it had submitted two declarations of Dondero with its original Motion for Leave and approximately 350 pages of total evidentiary support) was adamant that there should be no evidence presented at the hearing on the Motion for Leave, arguing that the standard for review should be the plausibility standard under Rule 12(b)(6)

¹³³ See Reply ¶ 47.

¹³⁴ Highland, joined by Seery and the Claims Purchasers, had filed a motion asking the bankruptcy court to set a briefing schedule on the Motion for Leave and to schedule a status conference, indicating that Highland’s proposed timetable for same was opposed by HMIT. HMIT subsequently filed a response unopposed to a briefing schedule and status conference, but, before the status conference, HMIT filed a brief, stating it was opposed to there being any evidence at the ultimate hearing on the HMIT Motion for Leave—arguing the bankruptcy court did not need evidence to exercise its gatekeeping function and determine if HMIT has a “colorable” claim. Rather, the court need only engage in a Rule 12(b)(6)-type plausibility analysis.

motions to dismiss such that “the threshold inquiry is very, very low. Evidence is not allowed. . . . [S]imilar to a 12(b)(6) inquiry, [the court] is limited to the four corners of the principal pleading – in this case, the complaint, or now the revised complaint.”¹³⁵ Counsel for the Proposed Defendants argued that the standard of review for colorability here, in the specific context of the court exercising its gatekeeping function under the Plan, is more akin to the standards applied under the Supreme Court’s *Barton Doctrine*¹³⁶ pursuant to which that the bankruptcy court must apply a higher standard than the 12(b)(6) standard, including the consideration of evidence at the hearing on the motion for leave; if the standard of review presents no greater hurdle to the movant than the 12(b)(6) standard applied to every plaintiff in every case, then the gatekeeping provisions mean nothing and do nothing to protect the parties from the harassing, bad-faith litigation they were put in place to prevent.¹³⁷ On May 22, 2023, after receipt of post-hearing briefing on the issue, the court entered an order stating that “the court has determined that there may be mixed questions of fact and law implicated by the Motion for Leave” and “[t]herefore, the parties will be permitted to present evidence (including witness testimony) at the June 8, 2023 hearing [on the Motion to Leave] if they so choose.”

Two days later, HMIT filed an emergency motion for expedited discovery or alternatively for continuance of the June 8, 2023 hearing, seeking expedited depositions of corporate

¹³⁵ Transcript of April 24, 2023 Status Conference, Bankr. Dkt. No. 3765 (“April 24 Transcript”), 14:6-11.

¹³⁶ The *Barton Doctrine* was established in the 19th century Supreme Court case of *Barton v. Barbour*, 104 U.S. 126 (1881), and states that a party wishing to sue a court-appointed trustee or receiver must first obtain leave of the appointing court by making a *prima facie* case that the claim it wishes to bring is not without foundation.

¹³⁷ See April 24 Transcript, 36:24-37:4 (“[W]e’re exactly today where the Court had predicted in entering [the Confirmation Order], that the costs and distraction of this litigation are substantial. And if all we’re doing is replicating a 12(b)(6) hearing on a motion for leave, we’re actually not doing anything to reduce, as the Court made clear, the burdens, distractions, of litigation.”); 37:5-13 (“The Fifth Circuit likewise cited *Barton* in its order affirming the confirmation order. Specifically, it also explained that the provisions, these gatekeeper provisions requiring advance approval were meant to ‘screen and prevent bad-faith litigation.’ Well that – if that means only what the Plaintiff[] say[s] it does, then it really doesn’t do anything at all to screen. There’s no gatekeeping because their version of what that means is always policed under 12(b)(6) standards.”).

representatives of the Claims Purchasers and of Seery and production of documents pursuant to deposition notices and subpoenas duces tecum that HMIT had attached to the motion. On May 26, 2023, this court held yet another status conference. Following the status conference, the court granted in part and denied in part HMIT’s request for expedited discovery by ordering only Seery and Dondero to be made available for depositions prior to the June 8 Hearing. The court reached what seemed like appropriate middle ground by allowing the deposition of Seery and allowing the other parties to depose Dondero (for whom sworn declarations had been submitted), but the court was not going to allow any more discovery (i.e., of the Claims Purchasers) at so late an hour. The court was aware that HMIT and Dondero had been seeking discovery relating to the very claims trades that are the subject of the Revised Proposed Complaint from the Claims Purchasers in Texas state court “Rule 202” proceedings for approximately two years, where their attempts were rebuffed.

Approximately 60 hours before the June 8 Hearing, HMIT filed its Witness and Exhibit List disclosing for the first time two potential expert witnesses (along with biographical information and a disclosure regarding the subject matter of their likely testimony). Highland, the Claimant Trust, and Seery filed a joint motion to exclude the expert testimony and documents (“Motion to Exclude”), which the court ultimately granted in a separate order.

During the full-day June 8 Hearing on the Motion to Leave, the court admitted over 50 HMIT exhibits and over 30 Highland/Claimant Trust exhibits. The court heard testimony from HMIT’s witnesses Dondero and Seery (as an adverse witness) and from the Highland Parties’ witness Mark Patrick, the administrator of HMIT since August 2022 (as an adverse witness). The bankruptcy court allowed HMIT to make a running objection to all evidence—as it continued to argue that evidence was not appropriate.

III. LEGAL ANALYSIS

In determining whether HMIT should be granted leave, pursuant to the Gatekeeper Provision of the Plan and the court's prior Gatekeeper Orders, to pursue the Proposed Claims, the court must address the issue of whether HMIT would have *standing* to bring the Proposed Claims in the first instance. If so, the next question is whether the Proposed Claims are "*colorable*." But prior to getting into the weeds on *standing* and "*colorability*," some general discussion regarding the topic of claims trading in the bankruptcy world seems appropriate, given that HMIT's Proposed Claims are based, in large part, on allegations of *improper* claims trading.

A. *Claims Trading in the Context of Bankruptcy Cases—Can It Be Tortious or Otherwise Actionable?*

As noted, at the crux of HMIT's desired lawsuit is what this court will refer to as "claims trading activity" that occurred shortly after the Plan was confirmed, but before the Plan went effective. HMIT believes that the claims trading activity gave rise to various torts: breach of fiduciary duty on the part of Seery; knowing participation in breach of fiduciary duty by the other Proposed Defendants; and conspiracy by all Defendants. HMIT also believes that the following remedies should be imposed: equitable disallowance of the Purchased Claims; disgorgement of the alleged profits the Claims Purchasers made on their purchases; and disgorgement of all Seery's compensation received since the beginning of his "collusion" with the other Defendants. Without a doubt, the Motion for Leave and Proposed Complaint revolve almost entirely around the claims trading activity.

This begs the question: *When (or under what circumstances) might claims trading activity during a bankruptcy case give rise to a cause of action that either the bankruptcy estate or an economic stakeholder in the case might have standing to bring?* Here, the claims trading

wasn't even "during a bankruptcy case" really—it was post-confirmation and pre-effective date, and it happened to be: (a) after mediation of the claims, (b) after Rule 9019 settlement motions, (c) after objections by Dondero and certain of his family trusts were lodged, (d) after evidentiary hearings, and (e) after orders were ultimately entered *allowing* the claims (and in most cases, such orders were appealed). The further crux of HMIT's desired lawsuit is that Seery allegedly "wrongfully facilitated and promoted the sale of large unsecured creditor claims to his close business allies and friends" by sharing *material non-public information* to them regarding the potential value of the claims (i.e., the potential value of the bankruptcy estate), and this is what made the claims trading activity particularly pernicious. The alleged sharing of MNPI allegedly caused the Claims Purchasers to purchase their claims without doing any due diligence and with knowledge that the claims would be worth much more than the Plan's "pessimistic" projections might have suggested, and also allowed Seery to plant friendly allies into the creditor constituency (and on the post-confirmation CTOB) that would "rubber stamp" his generous compensation. This is all referred to as "not arm's-length" and "collusive." Notably, the MNPI mostly pertained to a likely future acquisition of MGM by Amazon (which transaction, indeed, occurred in 2022, after being publicly announced in Spring of 2021); as noted earlier, Highland owned, directly and indirectly, common stock in MGM. Also notably, there had been rumors and media attention regarding a potential sale of MGM for many months.¹³⁸ In summary, to be clear, HMIT's desired lawsuit is laced with a theme of "insider trading"—although this isn't a situation of securities trading *per se* (i.e., the unsecured Purchased Claims were not securities), and, as noted earlier, the Texas State Securities Board has not seen fit to investigate the claims trading activity.

So, preliminarily, is claims trading in bankruptcy sinister *per se*? The answer is no.

¹³⁸ E.g., Benjamin Mullin, *MGM Holdings, Studio Behind 'James Bond,' Explores a Sale*, THE WALL STREET JOURNAL (Dec. 21, 2020, 6:38 p.m.).

The activity of investing in distressed debt (which frequently occurs during a bankruptcy case—sometimes referred to as “claims trading”) is ubiquitous and, indeed, has been so for a very long time. As noted by one scholar:

The creation of a market in bankruptcy claims is the single most important development in the bankruptcy world since the Bankruptcy Code’s enactment in 1978. [Citations omitted.] Claims trading has revolutionized bankruptcy by making it a much more market-driven process. [Citations omitted.] . . . The development of a robust market for all types of claims against debtors has changed the cast of characters involved in bankruptcies. In addition to long-standing relational creditors, like trade creditors or a single senior secured bank or bank group, bankruptcy cases now involve professional distressed debt investors, whose interests and behavior are often quite different than traditional relational counterparty creditors.

Adam J. Levitin, *Bankruptcy Markets: Making Sense of Claims Trading*, 4 BROOK. J. CORP. FIN. & COM. L. 64, 65 (2010) (hereinafter “*Bankruptcy Markets*”).¹³⁹

As a pure policy matter, some practitioners have bemoaned this claims trading phenomenon, suggesting that “distressed debt traders may sacrifice the long-term viability of a debtor for the ability to realize substantial and quick returns on their investments.”¹⁴⁰ Others suggest that claims trading in bankruptcy is beneficial, in that it allows creditors of a debtor an early exit from a potentially long bankruptcy case, enabling them to save expense and administrative hassles, realize immediate liquidity on their claims (albeit discounted), and may

¹³⁹ See also Aaron Hammer & Michael Brandess, *Claims Trading: The Wild West of Chapter 11s*, AM. BANKR. INST. JOURNAL 62 (Jul./Aug. 2010); Chaim Fortgang & Thomas Mayer, *Trading Claims and Taking Control of Corporations in Chapter 11*, 12 CARDOZO L. REV. 1, 25 (1990) (noting that “the first recorded instance of American fiduciaries trading claims against insolvent debtors predates all federal bankruptcy laws and goes back to 1790” when the original 13 colonies were insolvent, owing tremendous amounts of debt to various parties in connection with the Revolutionary War; early American investors purchased these debts for approximately 25% of their par value, hoping the claims would be paid at face value by the American government).

¹⁴⁰ Harvey R. Miller, *Chapter 11 Reorganization Cases and the Delaware Myth*, 55 VAND. L. REV. 1987, 2016 (2002). See also Harvey R. Miller & Shai Y. Waisman, *Does Chapter 11 Reorganization Remain a Viable Option for Distressed Businesses for the Twenty-First Century?*, 78 AM. BANKR. L.J. 153 (2004); Harvey R. Miller & Shai Y. Waisman, *Is Chapter 11 Bankrupt?*, 47 B.C. L. REV. 129 (2005).

even permit them to take advantage of a tax loss on their own desired timetable.¹⁴¹ On the flipside, “[c]aims trading permits an entrance to the bankruptcy process for those investors who want to take the time and effort to monitor the debtor and contribute expertise to the reorganization process.”¹⁴²

So, what are the “rules of the road” here? What does the Bankruptcy Code dictate regarding claims trading? The answer is nothing. The Bankruptcy Code itself has no provisions whatsoever regarding claims trading. The only thing resembling any regulation of claims trading during a bankruptcy case is found at Federal Rule of Bankruptcy Procedure 3001(e)—the current version of which went into effect in 1991—and it imposes extremely light regulation—if it could even be called that. This rule requires, in pertinent part (at subsection (2)), that “[i]f a claim other than one based on a publicly traded note, bond, or debenture” is traded during the case after a proof of claim is filed, notice/evidence of that trade must be filed with the bankruptcy clerk by the transferee. The transferor shall then be notified and given 21 days to object. If there is an objection, the bankruptcy court will hold a hearing regarding whether a transfer, in fact, took place. If there is no objection, nothing further needs to happen, and the transferee will be considered substituted for the transferor.

There are several things noteworthy about Rule 3001(e)(2). First, the only party given the opportunity to object is the *transferor* of the claim (presumably, in the situation of a dispute regarding whether there was truly an agreement regarding the transfer of the claim). Second, there is no need for a bankruptcy court order approving the transfer (except in the event of an objection

¹⁴¹See *Bankruptcy Markets*, at 70. See also *In re Kreisler*, 546 F.3d 863, 864 (7th Cir. 2008) (“Claims trading allows creditors to opt out of the bankruptcy system, trading an uncertain future payment for an immediate one, so long as they can find a purchaser.”).

¹⁴²*Bankruptcy Markets* at 70 (citing, among other authorities, Edith S. Hotchkiss & Robert M. Mooradian, *Vulture Investors and the Market for Control of Distressed Firms*, 43 J. FIN. ECON. 401, 401 (1997) (finding that “vulture investors add value by disciplining managers of distressed firms”).

by the alleged transferor). Third, the *economic consideration paid need not be disclosed to the court or anyone*. Fourth, there is no requirement or definition of timeliness. Finally, it explicitly does not apply with regard to publicly traded debt. This, alone, means that many claims trades are not even reported in a bankruptcy case. But it is not just publicly traded debt that will not be reflected with a Rule 3001(e) filing. For example, bank debt, in modern times, is often syndicated (i.e., fragmented into many beneficial holders of portions of the debt) and only the administrative agent for the syndicate (or the “lead bank”) will file a proof of claim in the bankruptcy—thus, as the syndicated interests (participations) change hands, and they frequently do, there typically will not be a Rule 3001(e) notice filed.¹⁴³ To be clear here, this syndication-of-bank-debt fact, along with the fact that there are financial products whereby bank debt might be carved up into economic interests separate and apart from legal title to the loan, means there are many situations in which trading of claims during a bankruptcy case is not necessarily transparent or, for that matter, policed by the bankruptcy court. This is the world of modern bankruptcy. Most of the claims trading that gets reported through a Rule 3001(e) notice is the trading of small vendor claims. And this is all regarded as private sale transactions for the most part.¹⁴⁴

Suffice it to say that there is not a wealth of case law dealing with claims trading in a bankruptcy context. Perhaps this is not surprising, since it is not prohibited and *is mostly a matter of private contract between buyer and seller*. The case law that does exist seems to arise in situations of perceived bad faith of a purchaser—for example, when there was an attempt to control voting and/or ultimate control of the debtor through the plan process (not always problematic, but

¹⁴³ Anne Marrs Huber & Thomas H. Young, *The Trading of Bank Debt in and Out of Chapter 11*, 15 J. BANKR. L. & PRAC. 1, 1, 3 (2006).

¹⁴⁴ Note that Bankruptcy Rule 3001(e) was very different before 1991. Between 1983-1991, the rule required that parties transferring claims inform the court that a transfer of claims was taking place and also disclose the consideration paid for the transferred claims. A hearing would take place prior to the execution of a trade. Judicial involvement was required and resulted in judicial scrutiny of transactions—something that simply does not exist today.

there are outlier cases where this was found to cross a line and result in consequences such as disallowing votes on a plan or even equitable subordination of a claim).¹⁴⁵ Another type of case that has generated case law is where the purchaser of claims occupied a fiduciary status with the debtor.¹⁴⁶ Still another type of case that has generated case law is where there is an attempt to cleanse claims that might have risks because of a seller's malfeasance, by trading the claim to a new claim holder.¹⁴⁷

The following is a potpourri of the more notable cases that have addressed claims trading in different contexts. Most of them imposed no adverse consequences on claims traders: *In re Kreisler*, 546 F.3d 863, 864 (7th Cir. 2008) (where a corporation named Garlin, that was owned by the individual chapter 7 debtors' sister and close friend, purchased a \$900,000 bank claim for \$16,500, and there was no disclosure of Garlin's connections to debtors and no Rule 3001(e)(2) notice was filed, the Seventh Circuit reversed the bankruptcy court's invocation of the doctrine of equitable subordination to the claim, stating: "Equitable subordination is generally appropriate only if a creditor is guilty of misconduct that causes injury to the interests of other creditors;" the Seventh Circuit further stated that it could "put to one side whether the court's finding of inequitable conduct was correct" because even if there was misconduct, it did not harm the other creditors, who were in the same position whether the original creditor or Garlin happened to own the claim; the Seventh Circuit did note that Garlin's decision to purchase the original bank

¹⁴⁵ *In re Applegate Prop. Ltd.*, 133 B.R. 827, 836 (Bankr. W.D. Tex. 1991) (designating votes of an affiliate of the debtor that purchased a blocking position to thwart a creditor's plan because it was done in bad faith); *In re Allegheny Int'l, Inc.*, 118 B.R. 282, 289-90 (Bankr. W.D. Pa. 1990) (because of bad faith activities, the court designated votes of a claims purchaser who purchased to get a blocking position on a plan). *But see In re First Humanics Corp.*, 124 B.R. 87, 92 (Bankr. W.D. Mo. 1991) (claims purchased by debtor's former management company to gain standing to file a plan to protect interest of the debtor was in good faith).

¹⁴⁶ *See In re Exec. Office Ctrs., Inc.*, 96 B.R. 642, 649-650 (Bankr. E.D. La. 1988) (and numerous old cites therein).

¹⁴⁷ *Enron Corp. v. Ave. Special Situations Fund II, LP (In re Enron Corp.)*, 340 B.R. 180 (Bankr. S.D.N.Y. 2006), vacated, *Enron Corp. v. Springfield Assocs., L.L.C. (In re Enron Corp.)*, 379 B.R. 425 (S.D.N.Y. 2007); *Enron Corp. v. Ave. Special Situations Fund II, LP (In re Enron Corp.)*, 333 B.R. 205, 211 (Bankr. S.D.N.Y. 2005).

creditor's claim might have disadvantaged the other creditors if it interfered with the trustee's own potential settlement with the original bank creditor (note that the trustee argued that she had been negotiating a deal with bank under which bank might have reduced its claims); however, the trustee presented no evidence that any deal with the bank was imminent or even likely; thus, whether such a deal could have been reached was speculation; equitable subordination was therefore improper."); *Viking Assocs., L.L.C. v. Drewes (In re Olson)*, 120 F.3d 98, 102 (8th Cir. 1997) (case involved the actions of an entity known as Viking in purchasing all of the unsecured claims against the bankruptcy estate of two chapter 7 debtors, Hugo and Jeraldine Olson; Viking was a related entity, owned by the debtors' children, and purchased \$525,000 of unsecured claims for \$67,000; while the bankruptcy court had discounted the claims down to the purchase amount and subordinated Viking's discounted claims to the claims of the other unsecured creditors, relying on section 105 of the Bankruptcy Code, the Eighth Circuit held that the bankruptcy court lacked the authority to do this, and, thus, reversed and remanded; the Eighth Circuit noted that in 1991, Bankruptcy Rule 3001(e)(2) was amended "to restrict the bankruptcy court's power to inspect the terms of" claims transfers. *Id.* at 101 (citing *In re SPM Mfg. Corp.*, 984 F.2d 1305, 1314 n. 9 (1st Cir. 1993)); the text of the rule makes clear that the existence of a "dispute" depends upon an objection by the **transferor**; where there is no objection by the **transferor**, there is no longer any role for the court); *Citicorp. Venture Capital, Ltd. v. Official Committee of Unsecured Creditors (In re Papercraft Corp.)*, 160 F.3d 982 (3d Cir. 1998) (large investor who held seat on board of directors of debtor and debtor's parent, and who also had nonpublic information regarding the debtor's value, anonymously purchased 40% of the unsecured claims at a steep discount during the chapter 11 case, and then, having obtained a blocking position for plan voting purposes, proposed a plan to acquire debtor; the claims purchaser's claims were equitably reduced to amount

paid for the claims since investor was a fiduciary who was deemed to have engaged in inequitable conduct); *Figter Ltd. v. Teachers Ins. & Annuity Ass'n of Am. (In re Figter)*, 118 F.3d 635 (9th Cir. 1997) (Ninth Circuit affirmed bankruptcy court's ruling that a secured creditor's purchase of 21 out of 34 unsecured claims in the case was in good faith and it would not be prohibited from voting such claims on the debtor's plan, pursuant to Bankruptcy Code section 1126(e)); *In re Lorraine Castle Apartments Bldg. Corp.*, 145 F.2d 55, 57 & 58 (7th Cir. 1945) (in a case under the old Bankruptcy Act, in which there were more restrictions on claims trading, a debtor and two of its stockholders argued that the claims of purchasers of bonds should be limited to the amounts they paid for them; bankruptcy court special master found, "that, though he did not approve generally the ethics reflected by speculation in such bonds," there was no cause for limitation of the amounts of their claims, pointing out that the persons who had dealt in the bonds were not officials, directors, or stockholders of the corporation and owed no fiduciary duty to the estate or its beneficiaries—rather they were investors or speculators who thought the bonds were selling too cheaply and that they might make a legitimate profit upon them; the district court agreed, as did the Seventh Circuit, noting that "[t]o reduce the participation to the amount paid for securities, in the absence of exceptional circumstances which are not present here, would reduce the value of such bonds to those who have them and want to sell them. This would result in unearned, undeserved profit for the debtor, destroy or impair the sales value of securities by abolishing the profit motive, which inspires purchasers."); *In re Washington Mutual, Inc.*, 461 B.R. 200 (Bankr. Del. 2011), *vacated in part*, 2012 WL 1563880 (Bankr. D. Del. Feb. 24, 2012) (discussion of an equity committee's potential standing to pursue equitable subordination or equitable disallowance of the claims of certain noteholders who had allegedly traded their claims during the chapter 11

case while having material non-public information; while bankruptcy court originally indicating these were viable tools, court later vacated its ruling on this after a settlement was reached).

Suffice it to say that the courts have, more often than not, been unwilling to impose legal consequences, for an actor's involvement with claims trading. At most, in outlier-type situations during a case, courts have taken steps to disallow claims for voting purposes or to subordinate claims to other unsecured creditors for distribution purposes.¹⁴⁸ But the case at bar does not present facts that are typical of any of the situations in reported cases.

For one thing, unlike in the reported cases this court has located, there *seems to have been complete symmetry of sophistication among the claim sellers and claim purchasers here—and complete symmetry with HMIT for that matter*. All persons involved are highly sophisticated financial institutions, hedge funds, or private equity funds. No one was a “mom-and-pop” type business or vendor that might be vulnerable to chicanery. The claims ranged from being worth \$10's of millions of dollars to \$100's of millions of dollars in face value. And, of course, the sellers/transfersors of the claims have never shown up, subsequent to the claims trading

¹⁴⁸ Note that, while some cases suggest that outright disallowance of an unsecured claim, in the case of “inequitable conduct” might be permitted (not merely equitable subordination to unsecured creditors)—usually citing to *Pepper v. Litton*, 308 U.S. 295 (1939)—the Fifth Circuit has suggested otherwise. *In re Mobile Steel Co., Inc.*, 563 F.2d 692, 699-700 (5th Cir. 1977) (cleaned up) (noting that “equitable considerations can justify only the subordination of claims, not their disallowance” and also noting that “three conditions must be satisfied before exercise of the power of equitable subordination is appropriate[:]: (i) The claimant must have engaged in some type of inequitable conduct[:]; (ii) The misconduct must have resulted in injury to the creditors of the bankrupt or conferred an unfair advantage on the claimant[:]; and] (iii) Equitable subordination of the claim must not be inconsistent with the provisions of the Bankruptcy Act.” In *Mobile Steel*, the Fifth Circuit held that the bankruptcy judge exceeded the bounds of his equitable jurisdiction by disallowing a group of claims and also reversed the subordination of certain claims, on the grounds that the bankruptcy court had made clearly erroneous findings regarding alleged inequitable conduct and other necessary facts. *Contrast In re Lothian Oil Inc.*, 650 F.3d 539 (5th Cir. 2011) (involving the question of whether a bankruptcy court may *recharacterize* a claim as equity rather than debt; the court held yes, but it has nothing to do with inequitable conduct *per se*; rather section 502(b)'s language that a claim should be allowed unless it is “unenforceable against the debtor and property of the debtor, under any agreement or applicable law....” is the relevant authority; unlike equitable subordination, recharacterization is about looking at the true substance of a transaction not the conduct of a party (if it looks like a duck and quacks like a duck, it's a duck—i.e., equity); the court indicated that section 105 is not a basis to recharacterize debt as equity; it's a matter of looking at state law to determine if there is any basis and looking at the nature of the underlying transaction—as either a lending arrangement or equity infusion.

transactions, to complain about anything. Everyone involved here is, essentially, a behemoth and there is literally no sign of innocent creditors getting harmed. Second, the case at bar is unique in that the claims traded here *had all been allowed after objections, mediation, and Rule 9019 settlements during the bankruptcy case*. Thus, the amounts that would be paid on them were “locked in,” so to speak. There was no risk to a hypothetical claims-purchaser of disallowance, offset, or any “claw-back” litigation (or—one might have reasonably assumed—any type of litigation). Third, the terms for distributions on unsecured claims had been established in a confirmed plan (although the claims were purchased before the effective date of the Plan). Thus, there was a degree of certainty regarding return on investment for the Claims Purchasers here that was much higher than if the claims had been purchased early, during, or mid-way through the case.¹⁴⁹ *This was post-confirmation, pre-effective date claims purchasing*. Interestingly, all three of these facts might suggest that little due diligence would be undertaken by any hypothetical purchaser. The rules of the road had been set. The court makes this observation because HMIT has suggested there is something highly suspicious about the fact that Farallon allegedly told Dondero that it did no due diligence before purchasing its claims (leading him to conclude that the Claims Purchasers must have purchased their claims based on receiving MNPI from Seery). Not only has there been no colorable evidence suggesting that insider information was shared, but the lack of due diligence in this context does not reasonably seem suspicious. The claims purchases

¹⁴⁹ See *discussion* in BANKRUPTCY MARKETS, at 91:

Some claims purchasers buy before the bankruptcy petition is filed, some at the beginning of the case, and some towards the end. For example, there are investors who look to purchase at low prices either when a business is failing or early in the bankruptcy and ride through the case until payouts are fairly certain. [Citations omitted.] These investors might be hoping to buy at 30 cents on the dollar and get a payout at 70 cents on the dollar. Perhaps if they waited another six months, the payout would be 74 cents on the dollar, but the additional 4 cents on the dollar for six months might not be a worthwhile return for the time value of the investment. Other investors might not want to assume the risk that exists in the early days of a case when the fate of the debtor is much less certain, but they would gladly purchase at 70 cents on the dollar at the end of the case to get a payout of 74 cents on the dollar six months later.

were almost like passive investments, at this point—there was no risk of a claim objection and there was a confirmed plan, with a lengthy disclosure statement that described not only plan payment terms and projections, but essentially anything that any investor might want to know.

To reiterate, here, HMIT seeks leave to assert the following causes of action:

- I. Breach of Fiduciary Duties (Seery)
- II. Knowing Participation in Breach of Fiduciary Duties (Claims Purchasers)
- III. Conspiracy (all Proposed Defendants)
- IV. Equitable Disallowance (Claims Purchasers)
- V. Unjust Enrichment and Constructive Trust (all Proposed Defendants)
- VI. Declaratory Judgment (all Proposed Defendants)

The court struggles to fathom how any of these proposed causes of action or remedies can be applied in the context of: (a) post-confirmation claims trading; (b) where the claims have all been litigated and allowed.

In reflecting on the case law and various Bankruptcy Code provisions, the court can fathom the following hypotheticals in which claims trading during a bankruptcy case might be somehow actionable:

Hypothetical #1: The most obvious situation would be if a purchaser of a claim files a Rule 3001(e) Notice, and the seller/transferor then files an objection thereto. There would then be a contested hearing between purchaser and seller regarding the validity of the transfer with the bankruptcy court issuing an appropriate order after the hearing on the objection. *As noted, there was no objection to the Rule 3001(e) notices here.*

Hypothetical #2: Alternatively, there could be a breach of contract suit between purchaser and seller if one thinks the other breached the purchase-sale agreement somehow. Perhaps torts might also be alleged in such litigation. *As noted, there is no dispute between purchasers and sellers here.*

Hypothetical #3: If there is believed to be fraud in connection with a plan, a party in interest might, pursuant to section 1144 of the Bankruptcy Code, move for

revocation of the plan “at any time before 180 days after the date of entry of the order for confirmation” and the court “may revoke such order if and only if such order was procured by fraud.” *As noted, here HMIT has suggested that the “pessimistic” plan projections may have been fraudulent or misrepresentations somehow. The time elapsed long ago to seek revocation of the Plan.*

Hypothetical #4: As discussed above, in rare situations (bad faith), during a Chapter 11 case, before a plan is confirmed, a claims purchaser’s claim might not be allowed for voting purposes. *See* Sections 1126(e) of the Bankruptcy Code (“the court may designate any entity whose acceptance or rejection of such plan was not in good faith”). *Obviously, in this case, this is not applicable—the claims were purchased post-confirmation.*

Hypothetical #5: As discussed above, in rare situations (inequitable conduct), a court might equitably subordinate *claims* to *other claims*. *See* Section 510(c) of the Bankruptcy Code. But here, HMIT is seeking either: (a) equitable subordination of the *claims* of the Claims Purchaser to HMIT’s *Class 10 former equity interest* (in contravention of the explicit terms of section 510(c)) or, (b) *equitable disallowance* of the claims of the Claims Purchasers (in contravention of *Mobile Steel*).

Hypothetical #6: Bankruptcy Code section 502(b)(1) and the Fifth Circuit’s *Lothian Oil* case may permit “recharacterization” of a claim from debt to equity in certain circumstances, but not in circumstances like the ones in this case. Here, the claims have already been adjudicated and allowed (some after mediation, and all after Rule 9019 settlement orders). The only way to reconsider a claim in a bankruptcy case that has already been allowed is through Bankruptcy Code section 502(j) (“A claim that has been allowed or disallowed may be reconsidered for cause. . . according to the equities of the case.”). The problem here is that Bankruptcy Rule 9024 provides that a motion for “reconsideration of an order allowing or disallowing a claim against the estate *entered without a contest* is not subject to the one year limitation prescribed in Rule 60(c)” (emphasis added). Here there was most definitely “a contest” with regard to all of these purchased claims. *Thus, it would appear that any effort to have a court reconsider these claims pursuant to section 502(j) is untimely—as it has been well beyond a year since they were allowed.*

Hypothetical #7: If a party believes “insider trading” occurred there are governmental agencies that investigate and police that. *Here, the purchased claims (which were not based on bonds or certificated equity interests) would not be securities so as to fall under the SEC’s purview. Moreover, there was evidence that HMIT or Dondero-Related entities requested that the Texas State Securities Board investigate the claims trading and the board did not find a basis to pursue anyone for wrongdoing.*

Hypothetical #8: The United States Trustee can investigate wrongdoing by a debtor or unsecured creditors committee. While the United States Trustee would naturally have concerns about members of an unsecured creditors committee (or an officer of a debtor-in-possession) adhering to fiduciary duties and not putting their

own interests above those of the estate, here, there are a couple of points that seem noteworthy. One, the claims trading activity was post-confirmation so—while certain of the claim-sellers may have still been on the unsecured creditors committee, as the effective date of the plan had not yet occurred—the circumstances are very different than if this had all happened during the early, contentious stages of the case. It seems inconceivable that there was somehow a disparity of information that might be troubling—the Plan had been confirmed and it was available for the world to see. The whole notion of “insider information” (just after confirmation here) feels a bit off-point. Bankruptcy practitioners and judges sometimes call bankruptcy a fishbowl or use the “open kimono” metaphor for good reason. It is generally a very open process. And information-sharing on the part of a debtor-in-possession or unsecured creditors committee is intended to be robust. *See, e.g.*, Bankruptcy Code sections 521 and 1102(b)(3). In a way, HMIT here seems to be complaining about this very situation that the Code and Rules have designed.

In summary, claims trading is a highly *unregulated* activity in the bankruptcy world.

HMIT is attempting to pursue causes of action here that, to this court’s knowledge, have never been allowed in a context like this.

B. Back to Standing—Would HMIT Have Standing to Bring the Proposed Claims?

The Proposed Defendants argue that HMIT lacks standing to bring the Proposed Claims, either: (a) derivatively on behalf of the Reorganized Debtor and Claimant Trust, or (b) directly on behalf of itself. Thus, they argue that this is one reason that the Motion for Leave should be denied.

In making their specific standing arguments, the parties analyze things slightly differently:

The Claims Purchasers focus primarily on HMIT’s lack of *constitutional* standing but also argue that HMIT does not have *prudential* standing under Delaware trust law to bring the Proposed Claims either individually or derivatively. Why do they mention Delaware trust law? Because the Claimant Trust is a Delaware statutory trust governed by the Delaware Statutory Trust Act, 12 Del. C. §§ 3801–29.¹⁵⁰

The Highland Parties’ standing arguments focus almost entirely on HMIT’s lack of *prudential* standing under Delaware trust law to bring the Proposed Claims.

HMIT argues that the Proposed Defendants “play fast and loose with standing arguments” and that HMIT has *constitutional* standing as a “party aggrieved”¹⁵¹ to bring the Proposed Claims on behalf of itself. HMIT also argues that it has standing under Delaware trust law to bring a

¹⁵⁰ *See* Proposed Complaint, ¶ 26.

¹⁵¹ Proposed Complaint, ¶7.

derivative action on behalf of the Claimant Trust, and that it not only has standing to bring the Proposed Claims derivatively on behalf of the Reorganized Debtor under the Plan, but it is the best party to do so.

1. The Different Types of Standing: Constitutional Versus Prudential

The parties are addressing two concepts of standing that can sometimes be confused and misapplied by both attorneys and judges: *constitutional Article III standing*, which implicates federal court subject matter jurisdiction,¹⁵² and the narrower standing concept of *prudential standing*, which does not implicate subject matter jurisdiction but nevertheless might prevent a party from having capacity to sue, pursuant to limitations set by courts, statutes or other law.

Article III constitutional standing works as follows: a plaintiff, as the party invoking federal jurisdiction, bears the burden of establishing three elements: (1) that he or she suffered an injury in fact that is concrete, particularized, and actual or imminent—not conjectural or hypothetical, (2) that there is a causal connection between the injury and the conduct complained of, and (3) it must be likely, not speculative, that the injury will be redressed by a favorable decision.¹⁵³ “If the plaintiff does not claim to have suffered an injury that the defendant caused and the court can remedy, there is no case or controversy for the federal court to resolve.”¹⁵⁴ These elements ensure that a plaintiff has “such a personal stake in the outcome of the controversy” as to warrant his invocation of federal-court jurisdiction and to justify exercise of the court’s remedial powers on his behalf.”¹⁵⁵

¹⁵² Article III, Section 2 of the U.S. Constitution gives federal courts jurisdiction over enumerated cases and controversies.

¹⁵³ See *Thole v. U.S. Bank, N.A.*, 140 S.Ct. 1615, 1618 (2020)(citing the Supreme Court’s seminal case on the tripartite test for Article III constitutional standing, *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560-61 (1992), where the Supreme Court stated that “the irreducible constitutional minimum of standing contains [the] three elements”); see also *Spokeo*, 578 U.S. at 338; *Abraugh v. Altimus*, 26 F.4th 298, 302 (5th Cir. 2022) (citing *id.*).

¹⁵⁴ *Transunion LLC v. Ramirez*, 141 S.Ct. 2190, 2203 (2021)(cleaned up).

¹⁵⁵ *Warth v. Seldin*, 422 U.S. 490, 498-99 (1975) (quoting *Baker v. Carr*, 369 U.S. 186, 204 (1962)).

Apart from this minimal constitutional mandate, courts and statutes have set other limits on the class of persons who may seek judicial remedies—and this is the concept of prudential standing. In its recent opinion in *Abraugh v. Altimus*,¹⁵⁶ the Fifth Circuit set forth a detailed analysis of the two types of “standing,” noting that the term “standing” is often “misused” in our legal system, which has led to confusion for both attorneys and judges.¹⁵⁷ The constitutional standing that is necessary for a court to exercise subject matter jurisdiction is broader than prudential standing and is only the first hurdle a party must clear before pursuing a claim in federal court.

The Fifth Circuit explained that *in addition to* Article III constitutional standing, “courts have occasionally articulated other ‘standing’ requirements that plaintiffs must satisfy under certain conditions, *beyond those imposed by Article III*,”¹⁵⁸ such as the “standing” requirement that might be imposed by a statute or by jurisprudence. The *Abraugh* case was a perfect example of the latter.

Abraugh involved the civil rights statutes that provide, among other things, that “a party must have standing under the state wrongful death or survival statutes to bring [a § 1983 cause of action]” and noted that these statutes impose additional “standing” requirements that are a matter of prudential standing, not constitutional standing.¹⁵⁹ In *Abraugh*, the Fifth Circuit reversed and remanded a district court’s dismissal of a § 1983 civil rights cause of action—noting that the district court had stated that it was dismissing based on a “lack of subject matter jurisdiction” because the plaintiff in that action lacked standing.¹⁶⁰ The plaintiff was the mother of a prisoner

¹⁵⁶ 26 F.4th 298.

¹⁵⁷ *Id.* at 303.

¹⁵⁸ *Id.* at 302 (emphasis added).

¹⁵⁹ *Id.* at 302-303.

¹⁶⁰ *Id.* at 301.

who died by suicide while in custody who brought a § 1983 action against Louisiana correctional officers and officials. After finding that the plaintiff/mother lacked standing under Louisiana’s wrongful death and survival statutes (because there had been a surviving child and wife of the prisoner who were the proper parties with capacity to sue), the district court held that it was dismissing for lack of subject matter jurisdiction. The Fifth Circuit pointed out that the plaintiff/mother may have lacked standing under Louisiana’s wrongful death and survival statutes to bring the claim under § 1983, but that type of standing was matter of *prudential* standing, and the plaintiff/mother actually *did* have *Article III* constitutional standing (“a constitutionally cognizable interest in the life of her son”).¹⁶¹ Thus, the district court’s error was *not* in finding that the plaintiff/mother lacked prudential standing but in improperly conflating the two standing concepts when it held that it had lacked *subject matter jurisdiction* to consider any of the plaintiff’s/mother’s amended complaints.¹⁶² The Fifth Circuit noted specifically that¹⁶³

prudential standing does not present a jurisdictional question, but “a merits question: who, according to the governing substantive law, is entitled to enforce the right?” As the Federal Rules of Civil Procedure make clear, “an action must be prosecuted in the name of the real party in interest.” FED. R. CIV. P. 17(a)(1). And a violation of this rule is a failure of “prudential” standing. “Not one of our precedents holds that the inquiry is jurisdictional.” It goes only to the validity of the cause of action. And “the absence of a valid . . . cause of action does not implicate subject-matter jurisdiction.”

Somewhat relevant to this prudential standing discussion is the fact that, in this bankruptcy case, there have been dozens of appeals of bankruptcy court orders by Dondero and Dondero-related entities. In connection therewith, both the district court and the Fifth Circuit, in evaluating the *appellate standing* of the appellants, have taken pains to distinguish between the concepts of:

¹⁶¹ *Id.*

¹⁶² *Id.* at 301, 303-304. The Fifth Circuit opined that “the district court did not err in describing [the mother’s] inability to sue under Louisiana law as a defect of ‘standing[, b]ut it is a defect of prudential standing, not Article III standing” thus technically not implicating the federal court’s subject matter jurisdiction. *Id.* at 303.

¹⁶³ *Id.* at 304 (cleaned up).

(a) traditional, constitutional standing, and (b) a type of prudential standing known as the “person aggrieved” test, which is applied in the Fifth Circuit in determining whether a party has *standing to appeal a bankruptcy court order*—which it describes as a narrower and “more exacting” standard than constitutional standing. As explained in a Fifth Circuit opinion addressing the standing of a Dondero-related entity called NexPoint to appeal bankruptcy court orders allowing professional fees, the “person aggrieved” standard that is typically applied to ascertain bankruptcy *appellate* standing originated in a statute in the Bankruptcy Act. The Fifth Circuit continued to apply it after Congress removed the provision when it enacted the Bankruptcy Code in 1978.¹⁶⁴ Because it is narrower and “more exacting” than the test for Article III constitutional standing, it involves application of prudential standing considerations.¹⁶⁵ The Fifth Circuit describes the “person aggrieved” test for bankruptcy appellant standing as requiring that an appellant show that it was “*directly and adversely affected pecuniarily* by the order of the bankruptcy court,” requiring “a higher causal nexus between act and injury than traditional standing . . . that best deals with the unique posture of bankruptcy actions.”¹⁶⁶ In affirming the district court’s dismissal of NexPoint’s appeal of the bankruptcy court’s fee orders, due to NexPoint’s lack of prudential standing under the “person aggrieved” test, the court rejected NexPoint’s argument that it had standing to appeal

¹⁶⁴ *NexPoint Advisors, L.P. v. Pachulski Stang Ziehl & Jones, L.L.P. (In re Highland Capital Management, L.P.)*, No. 22-10575, 2023 WL 4621466, *2 (5th Cir. July 19, 2023)(citing *In re Coho Energy Inc.*, 395 F.3d 198, 202 (5th Cir. 2004)(cleaned up)).

¹⁶⁵ *Id.* at *1, **4-6 (where the Fifth Circuit repeatedly throughout its opinion refers to the “person aggrieved” test for standing in bankruptcy actions as a test for “prudential standing.”); *see also Dondero v. Highland Capital Mgt., L.P.*, Civ. Act. No. 3:20-cv-3390-X, 2002 WL 837208 (N.D. Tex. Mar. 18, 2022)(where the district court, in addressing Dondero’s standing to appeal a bankruptcy court order approving a Rule 9019 settlement (between Highland and Acis Capital Management GP LLC), notes that “[i]t is substantially more difficult to have standing to appeal a bankruptcy court’s order than it is to pursue a typical complaint under Article III of the U.S. Constitution” and that “the Fifth Circuit has long recognized that bankruptcy cases’ wide-reaching scope calls for a more stringent standing test.”).

¹⁶⁶ *See id.* at *3 (cleaned up). The court quotes its 2018 opinion in *Matter of Technicool Sys., Inc. (In re Technicool)*, 896 F.3d 382, 385 (5th Cir. 2018), which explains why the “person aggrieved” prudential standing standard is applied in bankruptcy actions: “Bankruptcy cases often involve numerous parties with conflicting and overlapping interests. Allowing each and every party to appeal each and every order would clog up the system and bog down the courts. Given the specter of such sclerotic litigation, standing to appeal a bankruptcy court order is, of necessity, *quite limited.*” *Id.* (cleaned up).

because “it meets traditional Article III standing requirements [and that the more exacting] prudential standing considerations such as the ‘person aggrieved’ standard” did not survive the Supreme Court’s 2014 *Lexmark*¹⁶⁷ opinion,¹⁶⁸ which addressed standing issues in the context of false advertising claims under the Lanham Act and reminded that courts may not “limit a cause of action that Congress has created merely because ‘prudence’ dictates.”¹⁶⁹ The Fifth Circuit held that the Supreme Court’s reminder in *Lexmark* did not nullify the “person aggrieved” test for prudential standing in bankruptcy appeals, citing its own decision in *Superior MRI Services Inc. v. Alliance Healthcare Services, Inc.*¹⁷⁰ (rendered a year after *Lexmark* was decided), in which it held that *Lexmark* applied only to the circumstances of that case, “rather than broadly modifying—or undermining—all prudential standing concerns, such as the one animating the ‘person aggrieved’ standard in bankruptcy appeals.”¹⁷¹

Similarly, in yet another appeal in this bankruptcy case involving three Dondero-related entities as appellants (NexPoint, Dugaboy, and HCMFA)—this one an appeal of a bankruptcy court order authorizing the creation of an indemnity subtrust and entry into an indemnity trust agreement—the district court noted the parties’ confusion about the standing issue, as exemplified in the parties’ reference to constitutional standing when they were actually arguing that they had prudential standing under the “person aggrieved” test: “Although the parties frame this issue as one of constitutional standing . . . they cite case law and present arguments about the prudential

¹⁶⁷ *Lexmark Int’l, Inc. v. Static Control Components, Inc.*, 572 U.S. 118 (2014).

¹⁶⁸ *Id.* at *2.

¹⁶⁹ *See id.* at *4 (cleaned up).

¹⁷⁰ 778 F.3d 502 (5th Cir. 2015).

¹⁷¹ *NexPoint*, 2023 WL 4621466 at *4 (cleaned up). The Fifth Circuit explicitly stated that “*Lexmark* does not expressly reach prudential concerns in bankruptcy appeals and brought no change relevant here.” *Id.* at *5 (cleaned up).

standing requirement embodied in the ‘person aggrieved’ test.”¹⁷² The district court noted that it had an “independent obligation to consider constitutional standing before reaching its prudential aspects.”¹⁷³ The district court dismissed the appeal as to Dugaboy and HCMFA for lack of standing but, upon concluding that NexPoint did have standing, dismissed the appeal as to it on the merits. The Fifth Circuit affirmed.¹⁷⁴ Interestingly, the court noted that, while the parties did not contest the district court’s determination that NexPoint had standing to pursue the appeal, it “may consider prudential standing issues *sua sponte*.”¹⁷⁵ In doing so, the Fifth Circuit recognized the distinction between constitutional standing and the prudential “person aggrieved” test applied to bankruptcy appeals, which “is, of necessity, quite limited” and “an even more exacting standard than traditional constitutional standing,” as it requires an appellant to show that it is “directly, adversely, and financially impacted by a bankruptcy order.”¹⁷⁶

In summary, in analyzing whether HMIT would have standing to bring the Proposed Claims, this court must **first** determine whether HMIT would have constitutional standing under Article III (which is a subject matter jurisdiction hurdle) and, assuming it does, then **additionally** address whether HMIT would also have prudential standing (i.e., capacity to sue) pursuant to any applicable statutes (e.g., Delaware statutes), jurisprudence, or other substantive law that might **limit** who may sue. Notwithstanding HMIT’s argument that it has standing under the “person

¹⁷² *Highland Capital Mgt. Fund Advisors, L.P. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, Civ. Act. No. 3:21-cv-1895-D, 2022 WL 270862, *1 (N.D. Tex. 18, 2022)(cleaned up). The district court dismissed the appeals of two of the appellants, Dugaboy and HCMFA, finding that they lacked both constitutional standing and prudential standing under the “person aggrieved” test and affirmed the bankruptcy court’s order after finding the third appellant, NexPoint, to have prudential standing under the “person aggrieved” test. *Id.* at **1-3 and *4.

¹⁷³ *Id.* at *1 n.2.

¹⁷⁴ *Highland Capital Mgt. Fund, L.P. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, 57 F.4th 494 (5th Cir. 2023).

¹⁷⁵ *Id.* at 501 (cleaned up).

¹⁷⁶ *Id.*

aggrieved” test¹⁷⁷—which, as discussed above, is a matter of prudential standing—this is applied only in the context of bankruptcy *appellate* matters.¹⁷⁸ As noted in its most recent opinion discussing standing in an appeal from the Highland bankruptcy case, the Fifth Circuit reiterated that the “person aggrieved” test is a test for bankruptcy *appellate* standing, which is narrower than a party in interest’s right to be heard in bankruptcy cases in general.¹⁷⁹ The court rejected an argument that Bankruptcy Code § 1109, which provides that “[a] party in interest . . . may raise and may appear and be heard on any issue in a case under this chapter” confers *appellate* standing, noting that “one’s standing to appear and be heard before the bankruptcy court [is] a concept distinct from standing to appeal the merits of a decision” and that the “person aggrieved” test for bankruptcy appellate standing is narrower than the test for determining one’s standing to appear and be heard in a bankruptcy proceeding.¹⁸⁰

Thus, the court will now analyze whether HMIT would, at a minimum, have constitutional standing to bring the Proposed Claims.

2. HMIT Would Lack Article III Constitutional Standing to Bring the Proposed Claims.

As noted above, the Supreme Court and the Fifth Circuit have made clear that constitutional standing is necessary for a court to exercise subject matter jurisdiction. It is only the first hurdle a party must clear before pursuing a claim in federal court. HMIT, as plaintiff, would bear the

¹⁷⁷ HMIT insists that it has constitutional standing to bring claims on its individual behalf “as an aggrieved party.” See Reply, ¶ 7.

¹⁷⁸ HMIT’s argument in this matter that it has constitutional standing because it is a “party aggrieved” incorrectly conflates the prudential bankruptcy appellate “person aggrieved” test with the broader test that is applied to constitutional standing. The court is not being critical of this mistake. As noted at *supra* note 149, the Fifth Circuit in *Abraugh* pointed out that courts and attorneys alike have created confusion by misusing the term “standing” when they equate a lack of “standing,” in all instances, with a lack of subject matter jurisdiction, even when the party is found to lack only prudential standing. Thus, HMIT is not alone in its confusion over the two different concepts of standing.

¹⁷⁹ See *NexPoint*, 2023 WL 4621466 at *6.

¹⁸⁰ *Id.* at *6 (cleaned up)(“Because Section 1109(b) expands the right to be heard [in a bankruptcy proceeding] to a wider class than those who qualify under the ‘person aggrieved’ standard, courts considering the issue have concluded that merely being a party in interest is insufficient to confer *appellate* standing.”)(emphasis added).

burden of establishing: (1) that it suffered an injury in fact that is concrete, particularized, and actual or imminent—not conjectural or hypothetical, (2) that there is a causal connection between the injury and the conduct complained of, and (3) it must be likely, not speculative, that the injury will be redressed by a favorable decision.¹⁸¹

Concrete and Particularized; Actual or Imminent. As the Supreme Court made clear in the *Lujan* case, the injury in fact element requires a showing that the injury was “concrete and particularized” and “actual or imminent, not conjectural or hypothetical.”¹⁸² The Supreme Court in the *Spokeo* case expounded on the “concrete and particularized” requirements of the “injury in fact” element. Particularization requires a showing that the injury “must affect the plaintiff in a personal and individual way,” but while particularization is necessary, it alone is “not sufficient,” because an injury in fact must also be “concrete.”¹⁸³ And, concreteness is “quite different from particularization.”¹⁸⁴ A “concrete” injury must be “real,” and “not abstract,” though it does not mean that the injury must be “tangible,” as the injury can be intangible and nevertheless be concrete.¹⁸⁵ In addition to the concreteness and particularization requirements, an injury in fact must be “actual or imminent” such that “allegations of injury that is merely conjectural or hypothetical do not suffice to confer standing.”¹⁸⁶ “Although imminence is concededly a somewhat elastic concept, it cannot be stretched beyond its purpose, which is to ensure that the alleged injury is not too speculative for Article III purposes—that the injury is *certainly*

¹⁸¹ See *supra* note 153.

¹⁸² *Lujan*, 504 U.S. at 560 (cleaned up).

¹⁸³ *Spokeo*, 578 U.S. at 339.

¹⁸⁴ *Id.* at 340.

¹⁸⁵ *Id.*

¹⁸⁶ *Little v. KPMG LLP*, 575 F.3d 533, 540 (5th Cir. 2009).

impending”; “allegations of *possible* future injury are not sufficient.”¹⁸⁷

Traceability - Causal Connection. As to the second element—that the injury was caused by the defendant—the Supreme Court in *Lujan* further described it as requiring a showing that “the injury has to be fairly traceable to the challenged action of the defendant.”¹⁸⁸ The “fairly traceable” test requires an examination of “the causal connection between the assertedly unlawful conduct and the alleged injury.”¹⁸⁹

Redressability. The third element—redressability—requires the court to examine the connection “between the alleged injury and the judicial relief requested.”¹⁹⁰ “Relief that does not remedy the injury suffered cannot bootstrap a plaintiff into federal court.”¹⁹¹ “[A] court must determine that there is an available remedy which will have a ‘substantial probability’ of redressing the plaintiff’s injury.”¹⁹²

The Claims Purchasers argue that HMIT lacks constitutional standing to pursue the claims asserted in the Proposed Complaint because: (i) neither HMIT nor the Bankruptcy Estate was injured by the Claim Purchasers’ acquisition of the claims; and (ii) the Proposed Complaint lacks a theory of cognizable damages to the Reorganized Debtor, the Claimant Trust, and/or the beneficiaries of the Claimant Trust.¹⁹³

¹⁸⁷ *Clapper v. Amnesty Intern. USA*, 568 U.S. 398, 409 (2013)(cleaned up); *see also Abdullah v. Paxton*, 65 F.4th 204, 208 (5th Cir. 2023)(“[Injury] cannot be speculative, conjectural, or hypothetical [and] [a]llegations of only a ‘possible’ future injury similarly will not suffice.”)(cleaned up).

¹⁸⁸ *Lujan*, 504 U.S. at 560-61 (cleaned up).

¹⁸⁹ *Allen v. Wright*, 468 U.S. 737, 753 n. 19 (1984).

¹⁹⁰ *Id.* (noting “it is important to keep the [‘fairly traceable’ and ‘redressability’] inquiries separate if the ‘redressability’ component is to focus on the requested relief.”).

¹⁹¹ *Steel Co. v. Citizens for a Better Env’t*, 523 U.S. 83, 107 (1998).

¹⁹² *City of Los Angeles v. Lyons*, 461 U.S. 95, 129 n.20 (1983)(Marshall, J., dissenting)(cleaned up); *see also Ondrusek v. U.S. Army Corps of Engineers*, Civ. Act. No. 3:22-cv-1874-N, 2023 WL 2169908, at *5 (“Plaintiffs have not demonstrated that any available remedy would be sufficiently likely to relieve their alleged economic losses. Without a showing of redressability, those harms also cannot support Plaintiff’s Article III standing.”).

¹⁹³ As noted earlier, certain of the Proposed Defendants—the Highland Parties—do not focus on HMIT’s lack of constitutional standing to pursue the Proposed Claims against them, but on its lack of prudential standing under

The court agrees with the Claims Purchasers’ argument here. What is HMIT’s concrete and particularized injury—that is “real” and is not abstract? That is not conjectural or hypothetical? That is actual or imminent?

Recall that, under the Plan, HMIT holds a Class 10 contingent interest in the Claimant Trust that only realizes value if all creditors are paid in full with interest. HMIT alleges the following injury: it has suffered a devaluation of its unvested Contingent Claimant Trust Interest by virtue of the alleged over-compensation of Seery as the Claimant Trustee—Seery’s alleged over-compensation depletes the assets in the Claimant Trust available for distribution to creditors under the Plan, such that there is less likely a chance that HMIT ultimately receives any distributions on account of its Class 10 Contingent Claimant Trust Interest.¹⁹⁴ Yet, HMIT testified, through both witnesses Dondero and Patrick, that it had no personal knowledge of what Seery’s actual compensation is under the CTA at the time HMIT filed its Motion for Leave. It was clear that HMIT’s allegations regarding Seery’s “excessive” compensation were based entirely on Dondero’s pure speculation. In reality, Seery’s base salary is exactly what the bankruptcy court approved during the bankruptcy case by a court order (after negotiations between Seery and the Committee). The CTA now further governs his compensation. The CTA, which was publicly filed *in advance of* the Plan confirmation hearing and approved by this court as part of the Plan

applicable law. Because constitutional standing is a matter of subject matter jurisdiction, the court has an independent duty to determine whether HMIT would have constitutional standing to pursue the Proposed Claims in federal court. The issue cannot be forfeited or waived by a party. *See Abraugh v. Y & H Corp.*, 546 U.S. 500, 514 (2006) (“[S]ubject-matter jurisdiction, because it involves a court’s power to hear a case, can never be forfeited or waived. Moreover, courts . . . have an independent obligation to determine whether subject-matter jurisdiction exists, even in the absence of a challenge from any party.”)(cleaned up); *Abraugh*, 26 F.4th at 304 (“It is our constitutional duty, of course, to decline subject matter jurisdiction where it does not exist—and that is so whether the parties challenge Article III standing or not.”)(cleaned up).

¹⁹⁴ At the June 8 Hearing, HMIT’s counsel was unable to identify any other injury HMIT has alleged to have suffered. HMIT’s counsel acknowledged that claims trades, in and of themselves, would not “involve injury to the Reorganized Debtor and to the Claimant Trust” and that claims trades are “normally outside the purview of the bankruptcy court” but that “[h]ere, we have alleged . . . injury [that] takes the form of unearned excessive fees that Mr. Seery has garnered as a result of his relationship and arrangements, as we have alleged, with the Claims Purchasers.” June 8 Hearing Transcript, 67:16-68:8. HMIT can only point to Seery’s excess compensation as injury.

(which has been affirmed by the Fifth Circuit), specifically provides that Seery’s post-Effective Date compensation would include a “Base Salary” (again, same as during the bankruptcy case), a “success fee,” and “severance.”¹⁹⁵ The CTA discussed the role of the Committee and then the CTOB in setting the success fee and severance and the like. A fully executed copy of the CTA was admitted into evidence at the June 8 Hearing. HMIT is essentially arguing that its injury (i.e., diminished likelihood of realizing value on its Contingent Claimant Trust Interest) stems from a court-sanctioned and creditor-approved process for approving compensation to Seery. Moreover, HMIT has failed to plead facts sufficient to show that, even if Seery received excessive compensation and that compensation is ordered to be returned, HMIT’s Contingent Claimant Trust Interest will ever vest. The district court and the Fifth Circuit in various appeals by Dugaboy, another Dondero-related entity that, similar to HMIT, was a holder of a limited partnership interest in Highland whose interests were terminated as of the Effective Date of the Plan in exchange for a Contingent Claimant Trust Interest, have repeatedly rejected Dugaboy’s claims to have standing based on the *speculative nature of its alleged injuries as a contingent beneficiary of the Claimant Trust under the Plan*. For example, the Fifth Circuit affirmed the district court’s dismissal of an appeal by Dugaboy of the bankruptcy court’s order authorizing the creation of an indemnity subtrust, wherein Judge Fitzwater found that, in addition to lacking prudential standing under the

¹⁹⁵ The Disclosure Statement that was approved by this court, after notice and a hearing, on November 24, 2020, provided that “The salient terms of each Trustee’s employment, including such Trustee’s duties and compensation shall be set forth in the Claimant Trust Agreement” The CTA was part of a Plan Supplement (as amended) that was filed in advance of the confirmation hearing and provided:

Compensation. As compensation for any services rendered by the Claimant Trustee in connection with this Agreement, the Claimant Trustee shall receive compensation of \$150,000 per month (the “Base Salary”). Within the first forty-five days following the Confirmation Date, the Claimant Trustee, on the one hand, and the Committee, if prior to the Effective Date, or the Oversight Board, if on or after the Effective Date, on the other, will negotiate go-forward compensation for the Claimant Trustee which will include (a) the Base Salary, (b) a success fee, and (c) severance.

See Highland Ex. 38, at § 3.13(a)(i).

“person aggrieved” test to appeal the bankruptcy court’s order, Dugaboy lacked constitutional standing “because they have not identified any injury fairly traceable to the Order: *the injuries identified are speculative at best and nonexistent at worst.*”¹⁹⁶ HMIT’s allegations of injury are, without a doubt, “merely conjectural or hypothetical” and are only speculative of possible future injury if its Contingent Claimant Trust Interest ever vests.”¹⁹⁷ The court finds that HMIT would not meet the “concrete and particularized” or the “actual or imminent” requirements for an “injury in fact,” and, thus, would lack constitutional standing to pursue the Proposed Claims.

With regard to the second requirement of constitutional standing—whether HMIT could show “traceability” with respect to the Claims Purchasers and/or Seery (i.e., a “causal connection between the assertedly unlawful conduct and the alleged injury”¹⁹⁸), as noted above, there is only a speculative injury. Even if there is unlawful conduct asserted (i.e., sharing of MNPI to Claims Purchasers who then, as a *quid pro quo*, rubber stamped excessive compensation for Seery), there is nothing other than a hypothetical theory of an alleged injury (i.e., an allegedly less likelihood of a distribution on a Contingent Claimant Trust Interest).

With respect to the third requirement of constitutional standing—whether HMIT can show “redressability” (i.e., that it is likely, not speculative, that the injury can be redressed by a favorable

¹⁹⁶ *Highland Capital Mgt. Fund Advisors, L.P. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, Civ. Act. No. 3:21-cv-1895-D, 2022 WL 270862, *1 n.2 (N.D. Tex. Jan. 28, 2022), *aff’d* 57 F.4th 494 (5th Cir. 2023)(emphasis added); *see also* Judge Scholer’s opinion in *Dugaboy Inv. Tr. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, Civ. Act. No. 3:21-cv-2268-S, 2022 WL 3701720, *3 (N.D. Tex. Aug. 8, 2022)(cleaned up), *aff’d per curiam*, No. 22-10831, 2023 WL 2263022 (5th Cir. Feb. 28, 2023) (where Dugaboy had argued that “*its pecuniary interest is . . . a potential recovery under the Plan as one of Debtor’s former equity holders*” and that “it ha[d] standing as a ‘contingent beneficiary’ under the Plan, or a beneficiary who will be entitled to payment after all creditors are paid in full,” and Judge Scholer stated, “This assertion is premised on the assumption that Dugaboy’s 0.1866% pre-bankruptcy limited partnership interest in Debtor—which was extinguished under the Plan—makes it a contingent beneficiary of the creditor trust created under the Plan. . . . [S]uch a ‘speculative prospect of harm is far from a direct, adverse, pecuniary hit’ as required to confer standing.”

¹⁹⁷ *Little v. KPMG LLP*, 575 F.3d 533, 540 (5th Cir. 2009).

¹⁹⁸ *Allen v. Wright*, 468 U.S. 737, 753 n. 19 (1984).

decision), there are multiple problems here.¹⁹⁹ The major remedy sought here is the equitable disallowance of the allowed Purchased Claims (and disgorgement and/or constructive trust of amounts paid or owed to the Claim Purchasers on account of their claims). There is no such remedy available here. As noted earlier, there is a similar concept of *equitable subordination* of a claim to another claim, or of an interest to another interest, pursuant to Bankruptcy Code section 510(c). But under the literal terms of section 510(c), *claims cannot be subordinated to interests*. Moreover, the Fifth Circuit noted in the *Mobile Steel* case,²⁰⁰ that *equitable disallowance* of a claim (as opposed to equitable subordination of a claims) is not an available remedy. Bankruptcy Code section 502(b)(1) and the Fifth Circuit’s *Lothian Oil* case might permit “recharacterization” of a claim from debt to equity in certain circumstances—but not based on inequitable conduct but rather on the nature of a financial transaction. In any event, here, the claims have already been adjudicated and allowed (some after mediation, and all after Rule 9019 settlement orders). The only way to reconsider a claim in a bankruptcy case that has already been allowed is through Bankruptcy Code section 502(j) (“A claim that has been allowed or disallowed may be reconsidered for cause. . . according to the equities of the case.”). As noted earlier, the problem here is that Bankruptcy Rule 9024 provides that a motion for “reconsideration of an order allowing or disallowing a claim against the estate *entered without a contest* is not subject to the one year limitation prescribed in Rule 60(c)” (emphasis added). As further noted earlier, here there was most definitely a “contest” with regard to all of these purchased claims. ***Thus, it would appear***

¹⁹⁹ See *supra* notes 182-184 and accompanying text. The court will note that, as discussed *supra* note 141 and pages 71-72, the remedy of equitable subordination (as to the Claims Purchasers) would not redress HMIT’s alleged injury (because equitable subordination of claims to interests is not an available remedy in the Fifth Circuit and thus subordination of the Purchased Claims to other claims would not change HMIT’s distributions from the Claimant Trust, if any), and because outright disallowance of all or part of the already allowed Purchased Claims is not an available remedy either, HMIT would not be able to meet the “redressability” requirement with respect to the Claims Purchasers.

²⁰⁰ *In re Mobile Steel Co., Inc.*, 563 F.2d 692 (5th Cir. 1977).

that any effort to have a court reconsider and potentially disallow these claims pursuant to section 502(j) is untimely—as it has been well beyond a year since they were allowed.

3. HMIT Would Also Lack Prudential Standing to Bring the Proposed Claims.

Even if HMIT would have constitutional standing to bring the Proposed Claims in an adversary proceeding filed in the bankruptcy court, the Proposed Claims would still be barred if HMIT would lack prudential standing to bring them under applicable state or federal law. HMIT argues that it does have prudential standing under both federal bankruptcy law and Delaware law to pursue the Proposed Claims derivatively and also to bring the Proposed Claims in its individual capacity.

With regard to “federal bankruptcy law,” HMIT argues that it has standing pursuant to: (a) Rule 23.1 of the Federal Rules of Civil Procedure, pertaining to derivative actions, which “applies to this proceeding pursuant to” Rule 7023.1 of the Federal Rules of Bankruptcy Procedure, and (b) *Louisiana World Exposition v. Federal Insurance Co. (“LWE”)*,²⁰¹ the Fifth Circuit’s leading case addressing when a creditors committee may be granted standing to bring causes of action on behalf of a bankruptcy estate. But, federal bankruptcy law does not confer standing *where the plaintiff otherwise lacks standing under applicable state law*. In other words, whether HMIT would have prudential standing to sue under Delaware law is dispositive of the issue, regardless of the forum. Rule 23.1 “speaks only to the adequacy of the . . . pleadings,” and “cannot be understood to ‘abridge, enlarge, or modify any substantive right,’”²⁰² including a right (or lack thereof) to bring a derivative action under the substantive law of Delaware. Additionally, HMIT’s reliance on *LWE* is misplaced: *LWE* permits creditors, in certain circumstances *during* a bankruptcy case, to “file

²⁰¹ 858 F.2d 233 (5th Cir. 1988).

²⁰² *Kamen v. Kemper Fin. Servs., Inc.*, 500 U.S. 90, 96 (1991)(quoting 28 U.S.C. § 2072(b)).

suit on behalf of a debtor-in-possession or a trustee”²⁰³ and does not apply to a party’s right to sue, derivatively, on behalf of the Reorganized Debtor or any entity that is the assignee of the former bankruptcy estate’s assets. Upon confirmation of the Plan, the bankruptcy estate of Highland ceased to exist,²⁰⁴ Highland is no longer a debtor-in-possession but a reorganized debtor, and the Claimant Trust is a new entity created under the Plan and Claimant Trust Agreement. Even if *LWE* did apply in this *post*-confirmation context, it supports the application of Delaware law to the issue of prudential standing and does not supersede state-law requirements for standing. In *LWE*, before addressing the requirements a creditors’ committee must meet to sue derivatively on behalf of a bankruptcy estate as a matter of federal bankruptcy law, the Fifth Circuit conducted a lengthy analysis to determine “as a threshold issue” whether the creditors’ committee in that case could assert its claims under Louisiana law.²⁰⁵ The court specifically addressed whether the creditors’ committee could pursue a derivative action under Louisiana law and concluded that “there is no bar in Louisiana law to actions brought by or in the name of a corporation against the directors and officers of the corporation which benefit only the creditors of the corporation; indeed, Louisiana law specifically recognizes such actions.”²⁰⁶ So, even under *LWE* (which the court does not think applies in this post-confirmation context), if HMIT would be barred from bringing a derivative action on behalf the Reorganized Debtor or Claimant Trust under state law, the analysis stops there.²⁰⁷ Thus, the court looks to Delaware law to determine if HMIT would have prudential standing to pursue the derivative claims on behalf the Reorganized Debtor and the Claimant Trust.

²⁰³ *LWE*, 858 F.2d at 247.

²⁰⁴ See *In re Craig’s Stores*, 266 F.3d 388, 390 (5th Cir. 2001).

²⁰⁵ *LWE*, 858 F.2d at 236-45.

²⁰⁶ *Id.* at 243.

²⁰⁷ See *In re Dura Automotive Sys., LLC*, No. 19-123728 (Bankr. D. Del. June 10, 2020), Docket No. 1115 at 46 (where the Delaware bankruptcy court denied the creditors’ committee standing to sue derivatively on behalf of a Delaware LLC because the committee lacked standing under the Delaware LLC Act, stating, “To determine that the third party

HMIT acknowledges that both the Reorganized Debtor and the Claimant Trust are organized under Delaware law, and thus the cause of action against Seery alleging breach of fiduciary duties to the Reorganized Debtor and the Claimant Trust are governed by Delaware law under the “Internal Affairs Doctrine.”²⁰⁸ In addition, because HMIT’s breach of fiduciary duties claim is governed by Delaware law, its aiding and abetting theory of liability as to the Claims Purchasers is also governed by Delaware law.²⁰⁹ For the reasons set forth below, the court finds that HMIT would lack prudential standing under Delaware law to bring the claims set forth in the Proposed Complaint, derivatively, on behalf of either the Claimant Trust or the Reorganized Debtor.

a) First, HMIT Would Lack Prudential Standing Under Delaware Law to Bring Derivative Actions on behalf of the Claimant Trust.

The Claimant Trust is a Delaware statutory trust governed by the Delaware Statutory Trust Act, 12 Del. C. §§ 3801–29,²¹⁰ and “to proceed derivatively against a Delaware statutory trust, a plaintiff has the burden of satisfying the continuous ownership requirement” such that “the plaintiff must be a beneficial owner” continuously from “the time of the transaction of which the plaintiff complains” through “the time of bringing the action.”²¹¹ This requirement is “mandatory and exclusive” and only “a beneficial owner” “has standing to bring a derivative claim on behalf of the

may bring the claim under the derivative basis and, thus, step into the shoes of the debtor to pursue them, the Court must look to the law of the debtors’ state of incorporation or formation.”).

²⁰⁸ Motion for Leave, ¶ 21 and n.24; *see also* Plan Art. XII.M (“corporate governance matters . . . shall be governed by the laws of the state of organization” of the respective entity); *Sagarra Inversiones, S.L. v. Cementos Portland Valderrivas, S.A.*, 34 A.3d 1074, 1081–82 (Del. 2011) (“In American corporation law, the internal affairs doctrine is a dominant and overarching choice of law principle.”). The Reorganized Debtor and the Claimant Trust are both organized under the laws of Delaware.

²⁰⁹ *See Xtreme Power Plan Tr. v. Schindler (In re Xtreme Power)*, 563 B.R. 614, 632, 645 (Bankr. W.D. Tex. 2016) (applying Delaware law to claim for aiding and abetting breach of fiduciary duty involving Delaware corporation headquartered in Texas).

²¹⁰ *See* Proposed Complaint, ¶ 26.

²¹¹ *Hartsel v. Vanguard Grp., Inc.*, 2011 WL 2421003, at *19 n.123 (Del. Ch. June 15, 2011), *aff’d* 38 A.3d 1254 (Del. 2012); 12 Del C. § 3816(b).

Trust.”²¹² The Highland Parties argue that HMIT is not a “beneficial owner” of the Claimant Trust and, therefore, would lack standing to bring derivative claims on behalf of the Claimant Trust. HMIT argues to the contrary: that it *is* currently, and was at all relevant times, a “beneficial owner” of the Claimant Trust under Delaware trust law such that it would have standing to bring derivative claims on behalf of the Claimant Trust if it were allowed to proceed with the filing of the Proposed Complaint. The disagreement turns on the nature of HMIT’s interest under the Plan and the Claimant Trust Agreement and whether HMIT, as a holder of such interest, would be considered a “beneficial owner” of the Claimant Trust under Delaware trust law.

As noted, pursuant to the Plan, HMIT’s former limited partnership interest in Highland was cancelled as of the Effective Date in exchange for its pro rata share of a “Contingent Claimant Trust Interest,” as defined under the Plan.²¹³ HMIT argues that its Contingent Claimant Trust Interest makes it a contingent beneficiary of the Claimant Trust, which makes it a present “beneficial owner” under Delaware trust law.

The Highland Parties argue that HMIT is not a “beneficial owner” of the Claimant Trust; rather, the “beneficial owners” of the Claimant Trust are the “Claimant Trust Beneficiaries,”²¹⁴ which are defined in the Plan and the CTA as “the Holders of Allowed General Unsecured Claims” (which are in Class 8 under the Plan) and “Holders of Allowed Subordinated Claims” (which are in Class 9 under the Plan);²¹⁵ HMIT, a holder of a Class 10 interest under the Plan, is neither.

²¹²*In re Nat’l Coll. Student Loan Tr. Litig.*, 251 A.3d 116, 191 (Del. Ch. 2020) (citing *CML V, LLC v. Bax*, 28 A.3d 1037, 1042 (Del. 2011)). HMIT acknowledges this requirement in its Reply: “Delaware statutory trust law provides that a plaintiff in a derivative action on behalf of a trust must be a beneficial owner at the time of the action and at the time of the transaction.” Reply, ¶ 19 (citing 12 Del C. § 3816).

²¹³ See Plan Art. III.H.10 and Art. I.B.44.

²¹⁴ Section 2.8 of the CTA provides, “The Claimant Trust Beneficiaries shall be the sole beneficiaries of the Claimant Trust” HMIT Ex. 26, § 2.8.

²¹⁵ See Plan Art. I.B.44 (“*Claimant Trust Beneficiaries*’ means the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, including, upon Allowance, Disputed General Unsecured Claims and Disputed Subordinated Claims that become Allowed following the Effective Date, and, only upon certification by the

HMIT, as the holder of a “Contingent Claimant Trust Interest,” has only an *unvested* contingent interest in the Claimant Trust and, as such, is not a “beneficial owner” of the Claimant Trust for standing purposes under Delaware trust law. HMIT argues that it “should be treated as a vested Claimant Trust Beneficiary due to [the Proposed Defendants’] wrongful conduct and considering the current value of the Claimant Trust Assets before and after the relief requested herein.”²¹⁶ The court disagrees.

HMIT’s status as a “beneficiary” of the Claimant Trust is defined by the CTA itself, pure and simple. The CTA specifically provides that “Contingent Trust Interests” “shall not have any rights under this Agreement” and will not “be deemed ‘Beneficiaries’ under this Agreement,” “unless and until” they vest in accordance with the Plan and the CTA. It is undisputed that HMIT’s Contingent Trust Interest has not vested under the terms of the Plan and the CTA, and the court does not have the power to equitably deem HMIT’s Contingent Trust Interest to be vested based on HMIT’s unsupported allegation of wrongdoing on the part of Seery, the Claimant Trustee. Thus, the court finds that HMIT is not a “beneficial owner” of the Claimant Trust and, therefore, lacks prudential standing under Delaware law to bring derivative claims on behalf of the Claimant Trust.²¹⁷

Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent all Allowed unsecured Claims, excluding Subordinated Claims, have been paid in full, post-petition interest from the Petition Date at the Federal Judgment Rate in accordance with the terms and conditions set forth in the Claimant Trust Agreement and all Disputed Claims in Class 8 and Class 9 have been resolved, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.”); CTA § 1.1(h). *See also*, CTA, 1 at n.2 (“For the avoidance of doubt, and as set forth in the Plan, Holders of Class A Limited Partnership Interests and Class B/C Limited Partnership Interests will be Claimant Trust Beneficiaries only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent applicable, post-petition interest in accordance with the terms and conditions set forth herein and in the Plan.”). HMIT Ex. 26.

²¹⁶ Proposed Complaint ¶ 24.

²¹⁷ *See Nat’l Coll.*, 251 A.3d at 190–92 (dismissing creditors’ derivative claims because they were not “beneficial owners of the Trusts”); *Hartsel*, 2011 WL 2421003, at *19 n.123 (dismissing derivative claims by investors that “no longer own shares” because “those investors no longer have standing to pursue a derivative claim”).

- b) HMIT Would Likewise Lack Prudential Standing Under Delaware Law to Bring Derivative Actions on behalf of the Reorganized Debtor.

HMIT acknowledges that the Reorganized Debtor, Highland Capital Management, L.P., is a Delaware limited liability partnership governed by the Delaware Limited Partnership Act, 6 Del. C. § 17-101, *et seq.*²¹⁸ To bring “a derivative action” on behalf of a limited partnership, “the plaintiff must be a partner or an assignee of a partnership interest” continuously from “the time of the transaction of which the plaintiff complains” through “the time of bringing the action.”²¹⁹

HMIT is not a partner, general or limited, of the Reorganized Debtor limited partnership. HMIT *was* a limited partner in the original debtor (specifically, a holder of Class B/C Limited Partnership interests in Highland), but that limited partnership interest was extinguished on August 11, 2021 (the Effective Date of the Plan) per the terms of the Plan, and HMIT does not own any partnership interest in the newly created Reorganized Debtor limited partnership.²²⁰ Because HMIT would not hold a partnership interest in the Reorganized Debtor at “the time of bringing the action,” it “lacks derivative standing” to bring claims “on the partnership’s behalf.”²²¹ HMIT likewise cannot satisfy “the continuous ownership requirement”; when HMIT’s limited partnership interest in the original Debtor was cancelled on the Plan’s Effective Date, HMIT “los[t] standing to continue a derivative suit” on behalf of the Debtor.²²² Finally, to the extent HMIT

²¹⁸ Proposed Complaint ¶ 25.

²¹⁹ 6 Del. C. § 17-1002; *see Tow v. Amegy Bank, N.A.*, 976 F. Supp. 2d 889, 904 (S.D. Tex. 2013) (“The [Delaware] partnership act facially bars any party other than a limited partner from suing derivatively. . . . Delaware courts historically have interpreted the provisions as giving the partners exclusive rights to sue for breach of another party’s fiduciary duties to them.”) (quoting *CML V, LLC v. Bax*, 6 A.3d 238, 245 (Del. Ch. 2010), *aff’d* 28 A.3d 1037 (Del. 2011)); *El Paso Pipeline GP Co. v. Brinckerhoff*, 152 A.3d 1248, 1265 n.87 (Del. 2016) (“The statutory foundation for the continuous ownership requirement in the corporate realm is echoed in the limited partnership context.”) (citing 6 Del. C. § 17-211(h)).

²²⁰ *See* Plan Art. IV.A.

²²¹ *Tow*, 976 F. Supp. 2d at 904 (dismissing derivative claims by creditor on behalf of partnership for lack of standing).

²²² *El Paso*, 152 A.3d at 1265 (cleaned up) (dismissing derivative action for lack of standing where plaintiff’s partnership interest was extinguished by a merger transaction); *see also Schmermerhorn v. CenturyTel, Inc. (In re*

seeks to bring a “double derivative” action on behalf of the Claimant Trust based on claims purportedly held by its wholly owned subsidiary, the Reorganized Debtor, HMIT lacks standing. A “double derivative” action is a suit “brought by a shareholder of a parent corporation to enforce a claim belonging to a subsidiary that is either wholly owned or majority controlled.”²²³ And, under Delaware law, “parent level standing is required to enforce a subsidiary’s claim derivatively.”²²⁴ Because HMIT would lack derivative standing to bring claims on behalf of the parent Claimant Trust,²²⁵ it also would lack standing to bring a double derivative action.

c) Finally, HMIT Would Also Lack Prudential Standing under Applicable Law to Bring the Proposed Claims As *Direct* Claims.

HMIT argues that it has “direct” standing to pursue the Proposed Claims on behalf of itself, individually.²²⁶ But just because HMIT asserts that some or even all of the Proposed Claims are direct, not derivative claims, does not make it so: “a claim is not ‘direct’ simply because it is pleaded that way.”²²⁷ Rather, in determining whether claims are direct or derivative, a court must “look at the substance of the Petition, and the nature of the wrongs alleged therein, rather than the Plaintiffs’ characterization.”²²⁸ And, under Delaware law, “whether a claim is solely derivative or

SkyPort Global Commcn’s, Inc.), 2011 WL 111427, at *25–26 (Bankr. S.D. Tex. Jan. 13, 2011) (holding that pre-petition shareholders “lack standing to bring a derivative claim” under Delaware law because they “had their equity interests in the company extinguished pursuant to the merger under the Plan”); *In re WorldCom, Inc.*, 351 B.R. 130, 134 (Bankr. S.D.N.Y. 2006) (“[T]he cancellation of WorldCom shares under the Plan ... prevents the required continuation of shareholder status through the litigation.”) (cleaned up).

²²³ *Lambrecht v. O’Neal*, 3 A.3d 277, 282 (Del. 2010).

²²⁴ *Sagarra*, 34 A.3d at 1079–81 (capitalization omitted) (citing *Lambrecht*, 3 A.3d at 282).

²²⁵ *See supra* pp. 80-82.

²²⁶ *See e.g.*, Motion for Leave ¶ 10 (“HMIT has individual standing to bring this action because Seery owed fiduciary duties directly to HMIT at that time”); *id.* ¶ 67 (arguing that “HMIT has [d]irect [s]tanding”); Proposed Complaint ¶ 24 (“HMIT has constitutional standing and capacity to bring these claims both individually and derivatively.”).

²²⁷ *Schmermerhorn*, 2011 WL 111427, at *26 (quoting *Gatz v. Ponsoldt*, 2004 WL 3029868 at *7 (Del. Ch. Nov. 5, 2004)).

²²⁸ *See id.* (citing *Armstrong v. Capshaw, Goss & Bowers LLP*, 404 F.3d 933, 936 (5th Cir. 2005)); *see also Moore v. Simon Enters., Inc.*, 919 F.Supp. 1007, 1009 (N.D. Tex. 1995)(“The determination of whether a claim is a derivative claim or a direct claim is made by reference to the nature of the wrongs alleged in the complaint, and is not limited by a [party’s] characterization or stated intention.”)(cleaned up).

may continue as a dual-natured claim ‘must turn *solely* on the following questions: (1) who suffered the alleged harm (the corporation or the suing stockholders, individually); and (2) who would receive the benefit of any recovery or other remedy (the corporation or the stockholders, individually)?’”²²⁹ “In addition, to prove that a claim is direct, a plaintiff ‘must demonstrate that the duty breached was owed to the stockholder and that he or she can prevail without showing an injury to the corporation.’”²³⁰ Similarly, in the bankruptcy context, whether a creditor can assert a claim directly or whether the claim belongs to the estate turns on the nature of the injury for which relief is sought: “[i]f the harm to the creditor comes about only because of harm to the debtor, then its injury is derivative, and the claim is property of the estate,” such that “only the bankruptcy trustee has standing to pursue the claim for the estate”²³¹ “To pursue a claim on its own behalf, a creditor must show this direct injury is not dependent on injury to the estate.”²³²

As a reminder, HMIT argues that the injury it has suffered is a devaluation of its interests in the Claimant Trust by virtue of alleged over-compensation of Seery as the Claimant Trustee. HMIT was unable, when pressed during closing arguments, to identify any other injury. It essentially admitted that the claims trades, in and of themselves, would not have harmed the Claimant Trust, the Reorganized Debtor, or individual stakeholders, including HMIT, *since the Claims Purchasers acquired already allowed unsecured claims, such that the distributions on those claims pursuant to the Plan would be unchanged in the hands of new holders of the claims.*

²²⁹ *El Paso*, 152 A.3d at 1260 (quoting *Tooley v. Donaldson, Lufkin & Jenrette, Inc.*, 845 A.2d 1031, 1033 (Del. 2004)) (emphasis in original).

²³⁰ *Id.* (quoting *Tooley*, 845 A.2d at 1033); see also *Schmermerhorn*, 2011 WL 111427, at *24 (same).

²³¹ *Meridian Cap. CIS Fund v. Burton (In re Buccaneer Res., L.L.C.)*, 912 F.3d 291, 293 (5th Cir. 2019) (citing 11 U.S.C. § 541(a)(1)).

²³² *Id.*; see also *Schertz-Cibolo-Universal City Indep. Sch. Dist. v. Wright (In re Educators Grp. Health Tr.)*, 25 F.3d 1281, 1284 (5th Cir. 1994) (“If a cause of action alleges only indirect harm to a creditor (i.e., an injury which derives from harm to the debtor), and the debtor could have raised a claim for its direct injury under the applicable law, then the cause of action belongs to the estate.”)(citations omitted).

Thus, by its own concessions, any alleged harm to HMIT (through devaluation of assets in the Claimant Trust) “comes about only because of harm to the debtor,” so the alleged “injury is derivative.”²³³ The court concludes that all of the claims set forth in the Proposed Complaint allege derivative claims only, and that none would be direct claims against the Proposed Defendants. Thus, HMIT would lack prudential standing to bring any of the Proposed Claims in the Proposed Complaint, so its Motion for Leave should be denied.

d) Some Final Points Regarding Standing.

In this standing discussion, one should not lose sight of the fact that there are both procedural safeguards in place, as well as certain independent individuals in place with fiduciary duties that might act in the event of any shenanigans regarding Claimant Trust activities. Under section 4.1 of the CTA (approved as part of the Plan process), the CTOB, which includes an independent disinterested member in addition to representatives of the Claims Purchasers,²³⁴ oversees the Claimant Trustee’s performance of his duties, approves his compensation, and may remove him for cause. Moreover, there is a separate “Litigation Trustee” in this case who was brought in, post-confirmation, as an independent fiduciary to pursue claims and causes of action. These independent persons are checks and balances in the post-confirmation wind down of Highland. This is what creditors voted on in connection with the Plan. Seery and the Claims Purchasers are not in sole control of anything. The CTA, as well as Delaware law, very clearly set forth who can bring an action in the event of some colorable claim. This is the reality of prudential

²³³ *Meridian*, 912 F.3d at 293–94 (“The creditors’ injury (reduced bankruptcy recovery) derived from injury to the debtor (the loss of estate assets), so only the estate could sue the third parties.”); *see also El Paso*, 152 A.3d at 1260–61 & n.60 (holding that claim “claims of corporate overpayment are normally treated as causing harm solely to the corporation and, thus, are regarded as derivative”) (collecting cases); *Gerber v EPE Holdings, LLC*, 2013 WL 209658, at *12 (Del. Ch. Jan. 18, 2013) (holding that claims were derivative because plaintiff had “not identified any independent harm suffered by the limited partners”; “the partnership suffered all the harm at issue—it paid too much”).

²³⁴ *See supra* note 23 and accompanying text.

standing. Just as in the *Abraugh* case, where Louisiana law dictated that a mother could not bring a wrongful death case when the deceased prisoner had a surviving wife and child, Delaware law and the CTA dictate here that a contingent beneficiary cannot bring the Proposed Claims here. This is separate and apart from whether the claims are colorable.

C. Are the Proposed Claims “Colorable”?

1. What is the Proper Standard of Review for a “Colorability” Determination?

Although the court has determined that HMIT would *not* have standing (constitutional or prudential) to bring the Proposed Claims, this court will nevertheless evaluate whether the claims—assuming HMIT somehow has standing—might be “colorable.” This, in turn, requires the court to assess what the legal standard is to determine if a claim is “colorable.” As a reminder, the Plan’s Gatekeeper Provision and this court’s prior Gatekeeper Orders entered in January and July 2020 each required that, before a party may commence or pursue claims relating to the bankruptcy case against certain protected parties, it must first obtain a finding from the bankruptcy court that its proposed claims are “colorable.” The Gatekeeper Provision and Gatekeeper Orders did not specifically define “colorable” or what type of legal standard should apply.

HMIT argues that the standard for review to be applied by this court is the same as a simple “plausibility” standard used in connection with a Rule 12(b)(6) motions to dismiss. In other words, the court should simply assess whether the allegations of the Proposed Complaint, taken as true and with all inferences drawn in favor of the movant, state a *plausible* claim for relief (i.e., colorable equals plausible), and that this standard does not allow for the weighing of evidence by the court.²³⁵ The Proposed Defendants, however, argue that the test for colorability should be more

²³⁵ Reply, ¶ 5 (“[T]he determination of ‘colorability’ does not allow the ‘weighing’ of evidence. At most, a Rule 12(b)(6) ‘plausibility’ standard applies.”).

akin to the test applied under the *Barton* doctrine,²³⁶ under which a plaintiff must make a *prima facie* case that a proposed claim against a bankruptcy trustee is “not without foundation.” In this regard, they argue that the court can and should consider evidence outside of the four corners of the complaint—especially since HMIT attached to its Motion for Leave, as “evidence” to support it, two declarations of Dondero (as part of a 350-page attachment) and only attempted to withdraw those declarations after the Highland Parties urged that they be permitted to cross-examine Dondero on them.

This court ultimately determined that the “colorability” standard was somewhat of a mixed question of fact and law and, therefore, the parties could put on evidence at the June 8 Hearing if they so-chose. The court would not require it. It was up to the parties. But, in any event, the Proposed Defendants should have an opportunity to cross-examine Dondero on the statements made in his declarations since the declarations had been filed on the docket and the court had reviewed them at this point. HMIT attempted to withdraw the declarations and any reference to them in the Motion for Leave, by filing redacted versions of the Motion for Leave,²³⁷ less than 72 hours before the June 8 Hearing; however, the redacted versions did not redact any allegations in the Motion for Leave that were purportedly supported by the Dondero declarations. Also, HMIT called Dondero as a direct witness, in addition to calling Seery as an adverse witness at the June 8 Hearing, albeit subject to its running objection to the evidentiary format of the hearing.²³⁸ HMIT also filed a witness and exhibit list attaching 80 exhibits and over 2850 pages of evidence and

²³⁶ *Barton v. Barbour*, 104 U.S. 126 (1881).

²³⁷ Bankr. Dkt. Nos. 3815 and 3816.

²³⁸ See June 8 Hearing Transcript, 7:20-24, 112:11-13.

moved for the admission of those exhibits at the June 8 Hearing (again, subject to its running objection to the evidentiary format of the hearing).²³⁹

In determining what appropriate legal standard applies here in the “colorability” analysis, the context in which the Gatekeeper Provision of the Plan was approved seems very relevant. In determining that the Gatekeeper Provision was legal, necessary, and in the best interest of all of the parties, this court set forth in the Confirmation Order a lengthy discussion of the factual support for it, and made specific findings relating to Dondero’s post-petition litigation and the need for inclusion of the Gatekeeper Provision in the Plan.²⁴⁰ This court observed that “prior to the commencement of the Debtor’s bankruptcy case, and while under the direction of Dondero, the Debtor had been involved in a myriad of litigation, some of which had gone on for years and, in some cases, over a decade” and that “[d]uring the last several months, Dondero and the Dondero Related Entities have harassed the Debtor, which has resulted in further substantial, costly, and time-consuming litigation for the Debtor.”²⁴¹ This court further found that: (1) Dondero’s post-petition litigation “was a result of Dondero failing to obtain creditor support for his plan proposal and consistent with his comments, as set forth in Seery’s credible testimony, that if Dondero’s plan proposal was not accepted, he would ‘burn down the place,’”²⁴² (2) without the Gatekeeper Provision in place, “Dondero and his related entities will likely commence litigation against the Protected Parties after the Effective Date” and that “the threat of continued litigation by Dondero and his related entities after the Effective Date will impede efforts by the Claimant Trust to monetize assets for the benefit of creditors and result in lower distributions to creditors because of

²³⁹ See *Hunter Mountain Investment Trust’s Witness and Exhibit List in Connection with Its Emergency Motion for Leave to File Verified Adversary Proceeding, and Supplement* (“HMIT W&E List”)[Bankr. Dkt. No. 3818] and n.1 thereto; see also June 8 Hearing Transcript, 33:7-10.

²⁴⁰ See Confirmation Order ¶¶ 76-79.

²⁴¹ *Id.* ¶ 77.

²⁴² *Id.* ¶ 78. See *supra* note 12.

costs and distraction such litigation or the threats of such litigation would cause,”²⁴³ and, (3) “unless the [court] approves the Gatekeeper Provision, the Claimant Trustee and the Claimant Trust Oversight Board will not be able to obtain D&O insurance,²⁴⁴ the absence of which will present unacceptable risks to parties currently willing to serve in such roles.” Thus, as set forth in the Confirmation Order, the Gatekeeper Provision (and the Gatekeeper Orders as well, which were approved based on the same concerns regarding the threat of continued litigation by Dondero and his related entities) required Dondero and related entities to make a threshold showing of colorability, noting that the:

Gatekeeper Provision is also within the spirit of the Supreme Court’s “Barton Doctrine.” *Barton v. Barbour*, 104 U.S. 126 (1881). The Gatekeeper Provision is also consistent with the notion of a prefiling injunction to deter vexatious litigants, that has been approved by the Fifth Circuit in such cases as *Baum v. Blue Moon Ventures, LLC*, 513 F.3d 181, 189 (5th Cir. 2008), and *In re Carroll*, 850 F.3d 811 (5th Cir. 2017).²⁴⁵

The Fifth Circuit, in approving the Gatekeeper Provision on appeal, noted that that the Plan injunction and Gatekeeper Provision “screen and prevent bad-faith litigation against Highland Capital, its successors, and other bankruptcy participants that could disrupt the Plan’s effectiveness.”²⁴⁶

Again, the court believes it is appropriate to consider the context in which—and the purpose for which—the Gatekeeper Orders and Gatekeeper Provision were entered in assessing

²⁴³ *Id.*

²⁴⁴ Asd noted at ¶ 79 of the Confirmation Order, the bankruptcy court heard testimony from Mark Tauber, a Vice President with AON Financial Services, the Debtor’s insurance broker (“AON”), regarding his efforts to obtain D&O insurance for the post-confirmation parties implementing the Plan. Mr. Tauber credibly testified that of all the insurance carriers that AON approached to provide D&O insurance coverage after the Effective Date, the only one willing to do so *without an exclusion for claims asserted by Mr. Dondero and his affiliates* required that the Confirmation Order approve the Gatekeeper Provision.

²⁴⁵ *Id.* ¶ 80.

²⁴⁶ *NexPoint Advisors, L.P. v. Highland Cap. Mgmt., L.P. (In re Highland Cap. Mgmt., L.P.)*, 48 F.4th 419, 435 (5th Cir. 2022).

how “colorability” should work here. It seems that applying HMIT’s proposed Rule 12(b)(6) “plausibility” standard would impose no hurdle at all to litigants and would render the threshold for bringing claims under the Gatekeeper Provision and Gatekeeper Orders entirely duplicative of the motion to dismiss standard that every litigant already faces.

The authorities cited by HMIT in support of its argument for applying a Rule 12(b)(6) standard are inapposite. HMIT has cited no authority that addresses the appropriate standard for assessing the “colorability” of claims in the context of a plan gatekeeper provision—specifically, one implemented in response to a demonstrated need to screen and prevent continued bad-faith, harassing litigation against a chapter 11 debtor that would impede the debtor’s implementation of a plan, which is what we have here. HMIT relies on a bevy of cases that include benefits coverage disputes under ERISA, Medicare coverage disputes, and constitutional challenges²⁴⁷—none of which implicate the *Barton* doctrine and vexatious-litigant concerns that were referenced by the court in the Plan as justifications for the gatekeeping provisions at issue here.

In affirming the Plan’s Gatekeeper Provision, the Fifth Circuit stated, “Courts have long recognized bankruptcy courts can perform a gatekeeping function” and noted, by way of example, that “[u]nder the ‘*Barton* doctrine,’ the bankruptcy court may require a party to ‘obtain leave of

²⁴⁷ See *Gonzales v. Columbia Hosp. at Med. City Dallas Subsidiary, L.P.*, 207 F. Supp. 2d 570, 577 (N.D. Tex. 2002) (assessing whether an employee has “a colorable claim to vested benefits” such that the employee may be considered a “participant” under ERISA); *Abraham v. Exxon Corp.*, 85 F.3d 1126, 1129 (5th Cir. 1996) (same); *Panaras v. Liquid Carbonic Indus. Corp.*, 74 F.3d 786, 790 (7th Cir. 1996) (same); *Lake Eugenie Land & Dev., Inc. v. BP Expl. & Prods. (In re Deepwater Horizon)*, 732 F.3d 326, 340 (5th Cir. 2013) (holding that claims administrator incorrectly interpreted class settlement agreement by permitting “claimants [with] no colorable legal claim” to receive awards); *Richardson v. United States*, 468 U.S. 317, 326 n.6 (1984) (discussing whether criminal defendant’s double jeopardy claim was “colorable” such that it could be appealed before final judgments); *Trippodo v. SP Plus Corp.*, 2021 WL 2446204, at *3 (S.D. Tex. June 15, 2021) (assessing whether plaintiff stated a “colorable claim” against proposed additional defendants in determining whether plaintiff could amend complaint); *Reyes v. Vanmatre*, 2021 WL 5905557, at *3 (S.D. Tex. Dec. 13, 2021) (same); *Family Rehab., Inc. v. Azar*, 886 F.3d 496, 504 n.15 (5th Cir. 2018) (assessing whether plaintiff raised a “colorable claim” to warrant the district court’s exercise of jurisdiction over a Medicare coverage dispute); *Am. Med. Hospice Care, LLC v. Azar*, 2020 WL 9814144, at *5 (W.D. Tex. Dec. 9, 2020) (same); *Harry v. Colvin*, 2013 WL 12174300, at *5 (W.D. Tex. Nov. 6, 2013) (considering whether plaintiff asserted a “colorable constitutional claim” such that the court could exercise jurisdiction); *Sabhari v. Mukasey*, 522 F.3d 842, 844 (8th Cir. 2008) (same); *Stanley v. Gonzales*, 476 F.3d 653, 657 (9th Cir. 2007) (same).

the bankruptcy court before initiating an action in district court when the action is against the trustee or other bankruptcy-court-appointed officer, for acts done in the actor’s official capacity.”²⁴⁸ As noted above, the Fifth Circuit found that the Gatekeeper Provision, which “requires that, before any lawsuit is filed, the plaintiff must seek the bankruptcy court’s approval of the claim as ‘colorable’”—*i.e.*, to “screen and prevent bad-faith litigation,”—is “sound.”²⁴⁹

On balance, the court views jurisprudence applying the *Barton* doctrine and vexatious litigant injunctions—while not specifically addressing the “colorability” standard under gatekeeping provisions in a plan²⁵⁰—as more informative on how to approach “colorability” than any of the other authorities presented by the parties. One example is *In re VistaCare Group, LLC*.²⁵¹

In *VistaCare*, the Third Circuit noted that, under the *Barton* doctrine, “[a] party seeking leave of court to sue a trustee must make a prima facie case against the trustee, showing that its claim is not without foundation,” and emphasized that the “not without foundation” standard, while similar to the standard courts apply in evaluating Rule 12(b)(6) motions to dismiss, “involves a greater degree of flexibility” than a Rule 12(b)(6) motion to dismiss because “the bankruptcy court, which given its familiarity with the underlying facts and the parties, is uniquely situated to determine whether a claim against the trustee has merit,” and “is also uniquely situated to determine the potential effect of a judgment against the trustee on the debtor’s estate.”²⁵² To satisfy the “*prima facie* case standard,” “the movant must do more than meet the liberal notice-pleading

²⁴⁸ *Id.* at 438 (cleaned up).

²⁴⁹ *Id.* at 435.

²⁵⁰ The court acknowledges that the *Barton* doctrine itself would not be directly applicable here because HMIT is proposing to bring the Proposed Complaint in the bankruptcy court – the “appointing” court of Seery.

²⁵¹ 678 F.3d 218 (3d Cir. 2012).

²⁵² *Id.* at 232-233 (cleaned up).

requirements of Rule 8.”²⁵³ “[I]f the [bankruptcy] court relied on mere notice-pleading standards rather than evaluating the merits of the allegations, the leave requirement would become meaningless.”²⁵⁴ This court agrees with the notion, that “[t]o apply a less stringent standard would eviscerate the protections” of the Gatekeeper Provision and Gatekeeper Orders.²⁵⁵ The court notes, as well, that courts in the *Barton* doctrine context regularly hold evidentiary hearings on motions for leave to determine if the proposed complaint meets the necessary threshold for pursuing litigation. The Third Circuit in *VistaCare* noted that “[w]hether to hold a hearing [on a motion for leave to bring suit against a trustee] is within the sound discretion of the bankruptcy court,”²⁵⁶ and that “the decision whether to grant leave may involve a ‘balancing of the interests of all parties involved,’” which will ordinarily require an evidentiary hearing.²⁵⁷ The Third Circuit applied “the deferential abuse of discretion standard” in considering whether the bankruptcy court’s granting of leave should be affirmed on appeal.²⁵⁸

²⁵³ *In re World Mktg. Chi., LLC*, 584 B.R. 737, 743 (Bankr. N.D. Ill. 2018) (cleaned up; collecting cases).

²⁵⁴ *Leighton Holdings, Ltd. v. Belofsky (In re Kids Creek Partners, L.P.)*, 2000 WL 1761020, at *2 (N.D. Ill. Nov. 30, 2000).

²⁵⁵ *World*, 584 B.R. at 743 (quoting *Leighton*, 2000 WL 1761020, at *2).

²⁵⁶ *VistaCare*, 678 F.3d at 232 n.12.

²⁵⁷ *Id.* at 233 (quoting *In re Kashani*, 190 B.R. 875, 886–87 (9th Cir. BAP 1995)). The Third Circuit noted that the bankruptcy court’s holding of an evidentiary hearing on the motion for leave was appropriate (though not required in every case)). *Id.* at 232 n.12.

²⁵⁸ *Id.* at 224 (“We review a bankruptcy court’s decision to grant a motion for leave to sue a trustee under the deferential abuse of discretion standard.”) (citing *In re Linton*, 136 F.3d 544, 546 (7th Cir. 1998); *In re Beck Indus., Inc.*, 725 F.2d 880, 889 (2d Cir. 1984)). Courts of appeal routinely apply the deferential abuse of discretion standard to a bankruptcy court’s decision regarding whether leave should be granted to sue a trustee. Although the Fifth Circuit has not squarely addressed this issue, all nine Circuits that have considered this issue have also adopted an abuse-of-discretion standard. See *In re Bednar*, 2021 WL 1625399, at *3 (B.A.P. 10th Cir. Apr. 27, 2021) (“[T]he Bankruptcy Court’s decision to decline leave to sue the Trustee under the *Barton* doctrine is reviewed for abuse of discretion”) (citing *VistaCare*); *SEC v. N. Am. Clearing, Inc.*, 656 F. App’x 969, 973–74 (11th Cir. 2016) (“Although we have never determined the standard of review for a challenge to the denial of a *Barton* motion, other Circuits that have considered the issue review a lower court’s ruling on a *Barton* motion for an abuse of discretion.”) (citing *VistaCare*); *In re Lupo*, 2014 WL 4653064, at *3 (B.A.P. 1st Cir. Sept. 17, 2014) (“Appellate courts review a bankruptcy court’s decision to deny a motion for leave to sue under the abuse of discretion standard.”) (citing *VistaCare*); *Grant, Konvalinka & Harrison, PC v. Banks (In re McKenzie)*, 716 F.3d 404, 422 (6th Cir. 2013) (holding that abuse-of-discretion standard applies to *Barton* doctrine); *Alexander v. Hedback*, 718 F.3d 762 (8th Cir. 2013) (applying abuse-of-discretion standard to *Barton* doctrine).

The Fifth Circuit has affirmed a bankruptcy court’s conducting of an evidentiary hearing, in the context of applying a *Barton* doctrine analysis as to a proposed lawsuit against a trustee, without any concern that the inquiry was somehow improper.²⁵⁹

Similarly, courts in the vexatious litigant context, where there was an injunction requiring a movant to seek leave to pursue claims, have required movants to “show that the claims sought to be asserted have sufficient merit,” including that “the proposed filing is both procedural and legally sound,” and “that the claims are not brought for any improper purpose, such as harassment.”²⁶⁰ “For a prefiling injunction to have the intended impact, it must not merely require a reviewing official to apply an already existing level of review,” such as the “plausibility” standard for a Rule 12(b)(6) motion.²⁶¹ Rather, courts apply “an additional layer of review,” and “may appropriately deny leave to file when even part of the pleading fails to satisfy the reviewer that it warrants a federal civil action” or that the “litigant’s allegations are unlikely,” especially “when prior cases have shown the litigant to be untrustworthy or not credible”²⁶²

In summary, the court rejects HMIT’s positions: (a) that it need only show, at most, that the allegations in the Proposed Complaint are “plausible” under the Rule 12(b)(6) standard for motions to dismiss; and (b) that this court improperly conducted an evidentiary hearing on the Motion for Leave (i.e., that consideration of evidence in this context is impermissible). The court notes, again, that HMIT’s argument that this court is not permitted to consider evidence in making its “colorability” determination is completely contradictory to HMIT’s actions in filing the Motion

²⁵⁹ See *Howell v. Adler (In re Grodsky)*, 2019 WL 2006020, at *4 (Bankr. E.D. La. Apr. 11, 2019) (dismissing an action under *Barton* after “a close examination” by the bankruptcy court of the evidence regarding the trustee’s actions and finding that “the plaintiffs’ allegations are not based in fact”), *aff’d* 799 F. App’x 271 (5th Cir. 2020).

²⁶⁰ *Silver v. City of San Antonio*, 2020 WL 3803922, at *1 (W.D. Tex. July 7, 2020) (denying leave to file lawsuit); see also *Silver v. Perez*, 2020 WL 3790489, at *1 (W.D. Tex. July 7, 2020) (same).

²⁶¹ *Silver*, 2020 WL 3803922, at *6.

²⁶² *Id.*

for Leave, where it attached two Dondero declarations as part of 350 pages of “objective evidence” that “supported” its motion.

The court concludes that the appropriate standard to be applied in making its “colorability” determination in *this* bankruptcy case, in the exercise of its gatekeeping function pursuant to the two Gatekeeper Orders and the Gatekeeper Provision in *this* Plan, is a broader standard than the “plausibility” standard applied to Rule 12(b)(6) motions to dismiss. It is, rather, a standard that involves *an additional level of review*—one that places on the proposed plaintiff a burden of making a prima facie case that its proposed claims are *not without foundation*, are *not without merit*, and are *not being pursued for any improper purpose such as harassment*. Additionally, this court may, and should, take into consideration its *knowledge* of the *bankruptcy proceedings* and *the parties* and any additional evidence presented at the hearing on the Motion for Leave. For ease of reference, the court will refer to this standard of “colorability” as the “Gatekeeper Colorability Test.” The court considers this test as a sort of hybrid of what the *Barton* doctrine contemplates and what courts have applied when considering motions to file suit when a vexatious litigant bar order is in place.

2. HMIT’s Proposed Complaint Does Not Present “Colorable” Claims Under this Court’s Gatekeeper Colorability Test or Even Under a Rule 12(b)(6) “Plausibility” Standard.

The court finds, in the exercise of its gatekeeping function under the Gatekeeper Orders and the Gatekeeping Provision in the Plan, that the Motion for Leave should be denied as the claims set forth in the Proposed Complaint are not “colorable” claims. The court makes this determination after considering evidence admitted at the June 8 Hearing, including the testimony of Dondero, Patrick, and Seery, and the numerous exhibits offered by HMIT and the Highland Parties. HMIT’s Proposed Claims lack foundation, are without merit, and appear to be motivated by the improper purposes of vexatiousness and harassment. But, even under the less stringent

“plausibility” standard under Rule 12(b)(6) motions to dismiss, where all allegations must be accepted as true, HMIT’s “[t]hreadbare recitals of the elements of a cause of action, supported by mere conclusory statements,” fail to “[c]ross the line from conceivable to plausible.”²⁶³

HMIT makes unsubstantiated and conclusory allegations in its Motion for Leave and Proposed Complaint that the Claims Purchasers purchased the large allowed unsecured claims only because Seery, while he was CEO of Highland prior to the Effective Date of the Plan, provided them with MNPI and assurances that the Purchased Claims were very valuable. This was allegedly in exchange for their agreement to approve, in their future capacities as members of the CTOB, excessive compensation for Seery in his capacity as the Claimant Trustee after the Effective Date of the Plan. This was an alleged *quid pro quo* that HMIT claims establishes Seery’s breach of fiduciary duties and the Claims Purchasers’ conspiracy to participate in that breach. As discussed below, these allegations are unsubstantiated and conclusory allegations, and they do not support the inferences that HMIT needs the court to make when it analyzes whether the Proposed Claims are “colorable”—or even merely plausible.

a) HMIT’s Proposed Breach of Fiduciary Duties Claim Set Forth in Count I of the Proposed Complaint

Based on HMIT’s Proposed Complaint and the evidence admitted at the June 8 Hearing, the court finds that HMIT has not pleaded facts that would support a “colorable” breach of fiduciary duties claim against Seery, under this court’s Gatekeeper Colorability Test, nor a plausible claim pursuant to the Rule 12(b) standard. HMIT alleges that Seery breached his fiduciary duties (i) “[b]y disclosing material non-public information to Stonehill and Farallon”

²⁶³ *Ashcroft v. Iqbal*, 556 U.S. 662, 679–80 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555, 570 (2007)).

before their purchase of certain Highland claims, and (ii) by receiving “compensation paid to him under the terms of the [CTA] since the Effective Date of the Plan in August 2021.”²⁶⁴

As earlier noted, both the Reorganized Debtor and the Claimant Trust are organized under Delaware law and, thus, its proposed Count I against Seery for breach of fiduciary duties to these entities is governed by Delaware law under the “Internal Affairs Doctrine.”²⁶⁵ Under Delaware law, “[t]o bring a claim for breach of fiduciary duty, a plaintiff must allege ‘(1) that a fiduciary duty existed and (2) that the defendant breached that duty.’”²⁶⁶ HMIT fails to plausibly or sufficiently allege either element such that its breach of fiduciary duty claims against Seery could survive.

Under Delaware law, officers and directors generally owe fiduciary duties only to the entity and its stakeholders as a whole, not to individual shareholders.²⁶⁷ Because Seery did not owe any “duty” to HMIT directly and individually, the Proposed Complaint fails to state a claim for breach of fiduciary duties to HMIT. HMIT’s “legal conclusion[.]” that Seery “owed fiduciary duties to HMIT, as equity, and to the Debtor’s Estate”²⁶⁸ “do[es] not suffice” to plausibly allege the existence of any actionable fiduciary relationship.²⁶⁹ And as discussed earlier in the standing section, HMIT does not have standing to assert a breach of fiduciary claim derivatively on behalf

²⁶⁴ Proposed Complaint ¶¶ 64–67.

²⁶⁵ Motion for Leave, ¶ 21 and n.24; *see also* Plan Art. XII.M (“corporate governance matters . . . shall be governed by the laws of the state of organization” of the respective entity); *Sagarra Inversiones, S.L. v. Cementos Portland Valderrivas, S.A.*, 34 A.3d 1074, 1081–82 (Del. 2011) (“In American corporation law, the internal affairs doctrine is a dominant and overarching choice of law principle.”). The Reorganized Debtor and the Claimant Trust are both organized under the laws of Delaware.

²⁶⁶ *Brooks v. United Dev. Funding III, L.P.*, 2020 WL 6132230, at *30 (N.D. Tex. Apr. 15, 2020) (quoting *Joseph C. Bamford & Young Min Ban v. Penfold, L.P.*, 2020 WL 967942, at *8 (Del. Ch. Feb. 28, 2020)).

²⁶⁷ *See Gilbert v El Paso Co.*, 1988 WL 124325, at *9 (Del. Ch. Nov. 21, 1988) (“[D]irectors’ fiduciary duty runs to the corporation and to the entire body of shareholders generally, as opposed to specific shareholders or shareholder subgroups.”) *aff’d*, 575 A.2d 1131 (Del. 1990); *Klaassen v Allegro Dev. Corp.*, 2013 WL 5967028, at *11 (Del. Ch. Nov. 7, 2013) (same).

²⁶⁸ Proposed Complaint ¶ 63.

²⁶⁹ *Iqbal*, 556 U.S. at 678 (quoting *Twombly*, 550 U.S. at 555).

of the Claimant Trust or Reorganized Debtor. But even if HMIT had sufficiently alleged the existence of a fiduciary duty by Seery to HMIT—or to the Reorganized Debtor or Claimant Trust that HMIT would have standing to assert—Seery’s alleged communications with Farallon would not have breached those duties.

HMIT alleges that Seery “disclose[d] material non-public information to Stonehill and Farallon,” and they “acted on inside information and Seery’s secret assurances of great profits.”²⁷⁰ But the Proposed Complaint does not make any factual allegations regarding HMIT’s “conclusory allegations,” and its “legal conclusions” are “purely speculative, devoid of factual support,” and therefore “stop[] short of the line between possibility and plausibility of entitlement to relief”²⁷¹ (and certainly stop short of being “colorable”). HMIT never alleges when any of these purported communications occurred, what material non-public information Seery provided, and what “assurances of great profits” he made to Farallon or to Stonehill. At the June 8 Hearing, Dondero could only clarify that he believed the MGM Email to have been MNPI and that he *believed* that Seery *must have* communicated that MNPI to Farallon at some point between December 17, 2020 (the date the MGM Email was sent) and May 28, 2021 (the day that Dondero alleges to have had three telephone calls with representatives of Farallon, Messrs. Patel and Linn, regarding Farallon’s purchase of the bankruptcy claims). Dondero alleges that, during these phone calls, Patel and Linn gave Dondero no reason for their purchase of the claims that “made [any] sense.” Dondero and Patrick also both testified that neither of them had any personal knowledge: (a) of a *quid pro quo* arrangement between Seery and the Claims Purchasers, (b) of Seery having actually communicated any information from the MGM Email to Farallon, or (c) whether Seery’s post-Effective Date compensation had or had not been negotiated in an arms’ length transaction. Dondero only

²⁷⁰ Proposed Complaint ¶¶ 3, 64; *see also id.* ¶¶ 13–14, 40, 47, 50.

²⁷¹ *Reed v. Linehan (In re Soporex, Inc.)*, 463 B.R. 344, 367, 386 (Bankr. N.D. Tex. 2011) (cleaned up).

speculates regarding these things, because it “made no sense” to him that the Claims Purchasers would have acquired the bankruptcy claims without having received the MNPI. But HMIT admits in the Proposed Complaint that Farallon and Stonehill purchased the Highland claims at discounts of 43% to 65% to their allowed amounts. Thus, they would receive at least an 18% return based on publicly available estimates in Highland’s court-approved Disclosure Statement.²⁷² The evidence established that, if the acquisition of the UBS claims is excluded—recall that the UBS claims were not purchased until August 2021, which was after the May 28, 2021 phone calls that Dondero made to Farallon personnel—the Claims Purchasers would have expected to net over \$33 million in profits, or nearly a 30% return on their investment, had Highland met its projections (this is based on the aggregate purchase price of \$113 million for the non-UBS claims purchased in the Spring 2021).

To be clear, the only purported MNPI identified in HMIT’s Proposed Complaint was the MGM Email Dondero sent to Seery containing “information regarding Amazon and Apple’s interest in acquiring MGM.” But, the evidence showed that this information was widely reported in the financial press at the time. Thus, it could not have constituted MNPI as a matter of law.²⁷³ Moreover, the evidence showed that Dondero *did not* communicate in the MGM Email the actual inside information that he claimed to have obtained as a board member of MGM—which was that Amazon had met MGM’s “strike price” and that the MGM board was going into exclusive negotiations with Amazon to culminate the merger with them (and, thus, Apple was no longer considered a potential purchaser). Dondero admitted that he included Apple in the MGM Email for the purpose of making it look like there was a competitive process still ongoing. In other

²⁷² Proposed Complaint ¶¶ 3, 37, 42.

²⁷³ See, e.g., *SEC v. Cuban*, 2013 WL 791405, at *10–11 (N.D. Tex. Mar. 5, 2013) (holding that information is not “material, nonpublic information” and “becomes public when disclosed to achieve a broad dissemination to the investing public”) (quoting *SEC v. Mayhew*, 121 F.3d 44, 50 (2d Cir. 1997)).

words, the MGM Email, at the very least, did not include MNPI and, at worst, was deceptive regarding the status of the negotiations between MGM and potential purchasers.

As to HMIT's allegations that Seery's post-Effective Date compensation is "excessive" and that the negotiations between Seery and the CTOB "were not arm's-length,"²⁷⁴ the evidence at the June 8 Hearing reflected that the allegations are completely speculative, without any foundation whatsoever, and lack merit. And they are also simply not plausible. HMIT fails to allege facts in the Proposed Complaint that would support a reasonable inference that Seery breached his fiduciary duty to HMIT or the estate as a result of bad faith, self-interest, or other intentional misconduct rising to the level of a breach of the duty of loyalty.²⁷⁵

b) HMIT's Proposed Claims Set Forth in Counts II (Knowing Participation in Breach of Fiduciaries) and III (Conspiracy)

HMIT seeks to hold the Claims Purchasers secondarily liable for Seery's alleged breach of fiduciaries duties on an aiding and abetting theory in Count II of the Proposed Complaint²⁷⁶ and, along with Seery, on a civil conspiracy theory of liability in Count III of the Proposed Complaint.²⁷⁷ Because HMIT's breach of fiduciary duties claim is governed by Delaware law, its aiding and abetting breach of fiduciary duties claim against the Claims Purchasers (Count II) is also governed by Delaware law.²⁷⁸ HMIT's conspiracy cause of action against the Claims

²⁷⁴ Proposed Complaint ¶¶ 4, 13, 54, 74.

²⁷⁵ See *Pfeffer v. Redstone*, 965 A.2d 676, 690 (Del. 2009) (dismissing claim for breach of duty of loyalty against a director where "conclusory allegations" failed to give rise to inference that director failed to perform fiduciary duties); *McMillan v. Intercargo Corp.*, 768 A.2d 492, 507 (Del. Ch. 2000) (dismissing claim for breach of fiduciary duty where "[a]lthough the complaint makes the conclusory allegation that the defendants breached their duty of disclosure in a 'bad faith and knowing manner,' no facts pled in the complaint buttress that accusation.").

²⁷⁶ Proposed Complaint ¶¶ 69-74.

²⁷⁷ Proposed Complaint ¶¶ 75-81.

²⁷⁸ See *Xtreme Power Plan Tr. v. Schindler (In re Xtreme Power)*, 563 B.R. 614, 632, 645 (Bankr. W.D. Tex. 2016) (applying Delaware law to claim for aiding and abetting breach of fiduciary duty involving Delaware corporation headquartered in Texas).

Purchasers and Seery (Count III), on the other hand, does not involve a matter of “internal affairs” or of corporate governance, so it is governed by Texas law under the Plan.²⁷⁹

As an initial matter, because HMIT does not present either a “colorable”—or even plausible claim—that Seery breached his fiduciary duties, it cannot show that it has alleged a “colorable” or plausible claim for secondary liability for the same alleged wrongdoing.²⁸⁰ In addition, HMIT’s civil conspiracy claim against the Claims Purchasers and Seery is based entirely on Dondero’s speculation and unsupported inferences and, thus, HMIT has not “colorably” alleged, or even plausibly alleged, its conspiracy claim. Under Texas law, “civil conspiracy is a theory of vicarious liability and not an independent tort.”²⁸¹ “[T]he elements of civil conspiracy [are] “(1) two or more persons; (2) an object to be accomplished; (3) a meeting of minds on the object or course of action; (4) one or more unlawful, overt acts; and (5) damages as the proximate result.”²⁸² While HMIT alleges that “Defendants conspired with each other to unlawfully breach fiduciary duties,”²⁸³ it is simply a “legal conclusion” and not the kind of allegation that the court must assume to be true even for purposes of determining plausibility under a motion to dismiss.²⁸⁴

²⁷⁹ *Klinek v. LuxeYard, Inc.*, 596 S.W.3d 437, 450 n.9 (Tex. App. – Houston [14th Dist.] 2020) (applying Delaware law to fiduciary duty claim and Texas law to conspiracy theory); (Plan Art. XII.M)(which provides for the application of Texas law to “the rights and obligations arising under this Plan” except for “corporate governance matters.”)

²⁸⁰ See *English v. Narang*, 2019 WL 1300855, at *14 (Del. Ch. Mar. 20, 2019) (“As a matter of law and logic, there cannot be secondary liability for aiding and abetting an alleged harm in the absence of primary liability.”) (cleaned up; collecting cases); *Hill v. Keliher*, 2022 WL 213978, at *10 (Tex. App. Jan. 25, 2022) (“[A] defendant’s liability for conspiracy depends on participation in some underlying tort for which the plaintiff seeks to hold at least one of the named defendants liable.”) (quoting *Tilton v. Marshall*, 925 S.W.2d 672, 681 (Tex. 1996)). Because HMIT’s breach of fiduciary duty claim is governed by Delaware law, its aiding and abetting theory of liability is also governed by Delaware law. See *Xtreme Power Plan Tr. v. Schindler (In re Xtreme Power)*, 563 B.R. 614, 632, 645 (Bankr. W.D. Tex. 2016) (applying Delaware law to claim for aiding and abetting breach of fiduciary duty involving Delaware corporation headquartered in Texas). By contrast, “conspiracy is not an internal affair” or a matter of corporate governance, so it is governed by Texas law under the Plan. *Klinek v. LuxeYard, Inc.*, 596 S.W.3d 437, 450 n.9 (Tex. App. – Houston [14th Dist.] 2020) (applying Delaware law to fiduciary duty claim and Texas law to conspiracy theory); (Plan Art. XII.M).

²⁸¹ *Agar Corp., Inc. v. Electro Circuits Int’l, LLC*, 580 S.W.3d 136, 142 (Tex. 2019).

²⁸² *Id.* at 141 (cleaned up).

²⁸³ Proposed Complaint ¶ 76.

²⁸⁴ *Iqbal*, 556 U.S. at 680 (citing *Twombly*, 555 U.S. at 565–66).

HMIT repeats four times that Seery provided MNPI to Farallon and Stonehill as a “as a *quid pro quo*” for “additional compensation,”²⁸⁵ each time based upon conclusory allegations based “upon information and belief” and, frankly, pure speculation from Dondero that his imagined “scheme,” “covert *quid pro quo*,” and secret “conspiracy” between Seery, on the one hand, and Farallon and Stonehill, on the other,²⁸⁶ **must have** occurred because “[i]t made no sense for the [Claims] Purchasers to invest millions of dollars for assets that – per the publicly available information – did not offer a sufficient potential profit to justify the publicly disclosed risk” (i.e., “[t]he counter-intuitive nature of the purchases at issue compels the conclusion that the [Claims] Purchasers acted on inside information and Seery’s assurance of great profits.”)²⁸⁷ Importantly, HMIT admits that the Claims Purchasers would have turned a profit based on the information available to them at the time of their acquisitions of the Purchased Claims.²⁸⁸ HMIT’s allegations about the level of potential profits were contradicted by their own allegations and other evidence admitted at the June 8 Hearing. But Dondero’s speculation about what level of projected return would be sufficient to justify the acquisition of the claims by the Claims Purchasers, or any other third-party investor, does not give rise to a plausible inference that they acted improperly.²⁸⁹ Thus, HMIT cannot meet

²⁸⁵ Proposed Complaint ¶ 77; *see also id.* ¶¶ 4, 47, 74.

²⁸⁶ *See id.* ¶ 3 (“Thus, acting within a cloak of secrecy, Seery provided close business acquaintances, the other Defendants with material non-public information concerning the value of assets which they then used to purchase the largest approved unsecured claims.”).

²⁸⁷ *Id.*

²⁸⁸ *See, e.g., id.* ¶ 3 (alleging that acquiring the claims “did not offer a **sufficient** potential profit to justify the publicly disclosed risk”)(emphasis added); ¶ 43 (“Furthermore, although the publicly available projections suggested only a small margin of error on any profit potential for its significant investment”); ¶ 49 (“Yet, in this case, it would have been **impossible** for Stonehill and Farallon (in the absence of inside information) to forecast **any significant** profit at the time of their multi-million-dollar investments given the publicly available, negative financial information.”) (third emphasis added).

²⁸⁹ In fact, the court did not allow Mr. Dondero to testify regarding what kind of information a hypothetical investor in bankruptcy claims would require or what level of potential profits would justify the purchase of bankruptcy claims by investors in the bankruptcy claims trading market because he was testifying as a fact witness, not an expert. Thus, the court only allowed Dondero to testify as to what data **he** (or entities he controls or controlled) would rely on, what **his** risk tolerance would have been, and what level of potential profits **he** would have required to purchase an allowed unsecured bankruptcy claim in a post-confirmation situation. June 8 Hearing Transcript, 129:6-130:4.

its burden, under the Gatekeeper Colorability Test, of making a prima facie showing that its allegations do not lack foundation or merit. Nor can it meet a plausibility standard.

In addition, contrary to the Proposed Complaint’s statement that it would have been “*impossible* for Stonehill and Farallon (in the absence of insider information) to forecast *any* significant profit at the time of their multi-million-dollar investments,” the evidence showed there were already reports in the financial press that MGM was engaging with Amazon, Apple, and others in selling its media portfolio, and thus the prospect of an MGM transaction increasing the value of, and return on, the Purchased Claims, “at the time of their multi-million-dollar investments” was publicly available information.²⁹⁰ HMIT’s suggestion that the Claims Purchasers were in possession of inside information not publicly available when they acquired the Purchased Claims is simply not plausible. Nor is HMIT’s allegation that “[u]pon information and belief” Farallon “conducted no due diligence but relied on Seery’s profit guarantees” plausible. The allegations regarding Farallon not conducting any due diligence are based, again, entirely on Dondero’s speculation and inferences he made from what Patel and Linn (of Farallon) allegedly told him on May 28, 2021; Dondero did not testify that either Patel or Linn ever told him specifically that they had conducted no due diligence. HMIT’s allegations in the Proposed Complaint that *Farallon* “conducted no due diligence,” are based on Dondero’s speculation, unsubstantiated, and contradicted by the testimony of Seery, who testified that emails to him from Linn in June 2020 and later in January 2021 indicated to him that Farallon, at least, had been conducting some level of due diligence in that they had been following and paying attention to the

²⁹⁰ The court notes, as well, that the Claim Purchasers acquired the UBS claims in August 2021—approximately two and a half months *after* the announcement of the MGM-Amazon transaction (which was on May 26, 2021)—a fact that HMIT makes no attempt to harmonize with its conspiracy theory that the Claims Purchasers profited from the misuse of MNPI allegedly given to them by Seery.

Highland case.²⁹¹ In addition, there are no allegations in the Proposed Complaint regarding whether Stonehill conducted due diligence or not, and Patrick testified that neither he nor HMIT had any personal knowledge of how much due diligence Farallon or Stonehill did prior to acquiring the Purchased Claims.²⁹² The court finds and concludes that HMIT's allegations of aiding and abetting and conspiracy in Counts II and III of the Proposed Complaint are based on unsubstantiated inferences and speculation, lack internal consistency, and lack consistency with verifiable public facts. Accordingly, HMIT has failed to show that these claims have a foundation and merit and has also failed to show that they are plausible.

- c) HMIT's Proposed Claims Set Forth in Counts IV (Equitable Disallowance), V (Unjust Enrichment and Constructive Trust), and VI (Declaratory Relief) of the Proposed Complaint
 - i. Count IV (Equitable Disallowance).

In Count IV of its Proposed Complaint, HMIT seeks "equitable disallowance" of the claims acquired by Farallon's and Stonehill's special purpose entities Muck and Jessup, "to the extent over and above their initial investment," and, in the alternative, equitable subordination of their claims to all claims and interests, including HMIT's unvested Class 10 Contingent Claimant Trust Interest, "given [their] willful, inequitable, bad faith conduct" of allegedly "purchasing the Claims based on material non-public information" and being "unfairly advantaged" in "earning significant profits on their purchases."²⁹³ As noted above, these remedies are not available to HMIT.²⁹⁴

First, HMIT's request to equitably subordinate the Purchased Claims to all claims and interests is not permitted because Bankruptcy Code § 510(c), by its terms, permits equitable

²⁹¹ See June 8 Hearing Transcript, 239:6-21.

²⁹² See *id.*, 310:19-312:2.

²⁹³ Proposed Complaint ¶¶ 83-87.

²⁹⁴ See *infra* pages 74-75.

subordination of a *claim to other claims* or an *interest to other interests* but does not permit equitable subordination of a *claim to interests*.

Second, “equitable” disallowance of claims is not an available remedy in the Fifth Circuit pursuant to the *Mobile Steel* case.²⁹⁵

Third, reconsideration of an already-allowed claim in a bankruptcy case can only be accomplished through Bankruptcy Code § 502(j), which, pursuant to Federal Rule of Bankruptcy Procedure 9024, allows reconsideration of allowance of a claim that was allowed following a *contest* (which is certainly the case with respect to the Purchased Claims) based on the “equities of the case.” But this is only if the request for reconsideration is made within the one-year limitation prescribed in Rule 60(c) of the Federal Rules of Civil Procedure. HMIT’s request for disallowance of Muck and Jessup’s Purchased Claims (if it could somehow be construed as a request for reconsideration of their claims), is clearly untimely, as it is being made well beyond a year since their allowance by this court following contests and approval of Rule 9019 settlements. Thus, the court finds that HMIT has not alleged a colorable or even plausible claim in Count IV of the Proposed Complaint and, therefore, the Motion for Leave should be denied.

ii. Count V (Unjust Enrichment and Constructive Trust)

In Count V of the Proposed Complaint, HMIT alleges that, “by acquiring the Claims using [MNPI], Stonehill and Farallon were unjustly enriched and gained an undue advantage over other creditors and former equity” and that “[a]llowing [the Claims Purchasers] to retain their ill-gotten benefits would be unconscionable;” thus, HMIT alleges, the Claims Purchasers “should be forced to disgorge all distributions over and above their original investment in the Claims as restitution for their unjust enrichment” and “a constructive trust should be imposed on such proceeds”²⁹⁶

²⁹⁵ *In re Mobile Steel Co., Inc.*, 563 F.2d 692 (5th Cir. 1977).

²⁹⁶ Proposed Complaint ¶¶ 89-93.

HMIT alleges further that “Seery was also unjustly enriched by his participation in this scheme and he should be required to disgorge or restate all compensation he has received from the outset of his collusive activities” and “[a]lternatively he should be required to disgorge and restate all compensation received since the Effective Date” over which a constructive trust should be imposed.²⁹⁷ HMIT has not alleged a colorable or even a plausible claim for unjust enrichment or constructive trust in Count V.

Under Texas law,²⁹⁸ “[u]njust enrichment is not an independent cause of action but rather characterizes the result of a failure to make restitution of benefits either wrongfully or passively received under circumstances which give rise to an implied or quasi-contractual obligation to repay.”²⁹⁹ Thus, “when a valid, express contract covers the subject matter of the parties’ dispute, there can be no recovery under a quasi-contract theory.”³⁰⁰ Here, as noted above, HMIT’s only alleged injury is a diminution of the value of its unvested Contingent Claimant Trust Interest by virtue of Seery’s allegedly having wrongfully obtained excessive compensation, with the help of the Claims Purchasers. ***Yet Seery’s compensation is governed by express agreements*** (i.e., the Plan and the CTA). Thus, HMIT’s claim based on unjust enrichment is not an available theory of recovery.

iii. Count VI (Declaratory Relief)

HMIT seeks declaratory relief in Count VI of the Proposed Complaint, essentially, that Dondero’s conspiracy theory is correct and that HMIT’s would succeed on the merits with respect

²⁹⁷ *Id.* ¶ 94.

²⁹⁸ Under the Plan, Texas law governs HMIT’s “claim” for unjust enrichment because it is not a “corporate governance matter.” (Plan Art. XII.M.) It also governs HMIT’s “claim” for constructive trust, which “is merely a remedy used to grant relief on the underlying cause of action.” *Sherer v. Sherer*, 393 S.W.3d 480, 491 (Tex. App. 2013).

²⁹⁹ *Taylor v. Trevino*, 569 F. Supp. 3d 414, 435 (N.D. Tex. 2021) (cleaned up); *see also Yowell v. Granite Operating Co.*, 630 S.W.3d 566, 578 (Tex. App. 2021) (same).

³⁰⁰ *Taylor*, 569 F. Supp. 3d at 435 (quoting *Fortune Prod. Co. v. Conoco, Inc.*, 52 S.W.3d 671, 684 (Tex. 2000)).

to the Proposed Claims if it were permitted leave to bring them in an adversary proceeding.³⁰¹ But, a request for declaratory relief is not “an independent cause of action”³⁰² and “in the absence of any underlying viable claims such relief is unavailable.”³⁰³ This court has already found and concluded that HMIT would not have constitutional or prudential standing to bring the underlying causes of action in the Proposed Complaint. This court has also found and concluded that all of the Proposed Claims are without foundation or merit and are not even plausible and are all; being brought for the improper purpose of continuing Dondero’s vexatious, harassing, bad-faith litigation. Thus, HMIT would not be entitled to pursue declaratory judgement relief as requested in Count VI of the Proposed Complaint.

d) HMIT Has No Basis to Seek Punitive Damages

HMIT separately alleges that the Claims Purchasers’ and Seery’s “misconduct was intentional, knowing, willful, in bad faith, fraudulent, and in total disregard of the rights of others,” thus entitling HMIT to an award of punitive damages under applicable law. But, HMIT abandoned its proposed fraud claim that was in its Original Proposed Complaint, so its sole claim for primary liability is Seery’s alleged breach of his fiduciary duties. And under Delaware law, the “court cannot award punitive damages in [a] fiduciary duty action.”³⁰⁴

³⁰¹ Proposed Complaint ¶¶ 96-99.

³⁰² See *Braidwood Mgmt., Inc. v. EEOC*, 70 F.4th 914, 932 (5th Cir. 2023).

³⁰³ *Green v. Wells Fargo Home Mtg.*, 2016 WL 3746276, at *2 (S.D. Tex. June 7, 2016) (citing *Collin Cty. v. Homeowners Ass’n for Values Essential to Neighborhoods*, 915 F.2d 167, 170–71 (5th Cir. 1990)); see also *Hopkins v. Cornerstone Am.*

³⁰⁴ *Buchwald v. Renco Grp. (In re Magnesium Corp. of Am.)*, 539 B.R. 31, 52 (S.D.N.Y. 2015) (citing *Gesoff v. IIC Indus., Inc.*, 902 A.2d 1130, 1154 (Del. Ch. 2006)), *aff’d* 682 F. App’x 24 (2d Cir. 2017).

3. HMIT Does Not Present “Colorable” Claims Under this Court’s Gatekeeper Colorability Test Because It Seeks to Bring the Proposed Complaint for Improper Purposes of Harassment and Bad-Faith, Vexatiousness.

Under this court’s Gatekeeper Colorability Test, in addition to showing that its allegations and claims are not without foundation or merit, HMIT must also show that the Proposed Claims are not being brought for any improper purpose. Taking into consideration the court’s knowledge of the bankruptcy proceedings and the parties and the evidence presented at the hearing on the Motion for Leave, the court finds that HMIT is acting at the behest of, and under the control or influence of, Dondero in continuing to pursue harassing, bad faith, vexatious litigation to achieve his desired result in these bankruptcy proceedings. So, in addition to failing to show that its Proposed Claims have foundation and merit, HMIT cannot show that it is pursuing the Proposed Claims for a proper purpose and, thus, cannot meet the requirements under the Gatekeeper Colorability Test; HMIT’s Motion for Leave should be denied.

IV. CONCLUSION

The court concludes, having taken into consideration both its knowledge of the bankruptcy proceedings and the parties and the evidence presented at the hearing on the Motion for Leave, that HMIT’s Motion for Leave should be denied for three independent reasons: (1) HMIT would lack constitutional standing to bring the Proposed Claims (and, thus, the federal courts would lack subject matter jurisdiction over the Proposed Claims); (2) even if HMIT would have constitutional standing to pursue the Proposed Claims, it would lack prudential standing to bring the Proposed Claims; and (3) even if HMIT would have both constitutional standing and prudential standing to bring the Proposed Claims, it has not met its burden under the Gatekeeper Colorability Test of showing that its Proposed Claims are “colorable” claims—that the Proposed Claims are not without foundation, not without merit, and not being pursued for an improper purpose. Moreover,

even if this court's Gatekeeper Colorability Test should be replaced with a Rule 12(b)(6) "plausibility" standard, the Proposed Claims are not plausible.

Accordingly,

IT IS ORDERED that HMIT's Motion for Leave be, and hereby is **DENIED**.

###End of Memorandum Opinion and Order###

EXHIBIT 4

PACHULSKI STANG ZIEHL & JONES LLP
 Jeffrey N. Pomerantz (CA Bar No.143717) (*admitted pro hac vice*)
 John A. Morris (NY Bar No. 2405397) (*admitted pro hac vice*)
 Gregory V. Demo (NY Bar No. 5371992) (*admitted pro hac vice*)
 Hayley R. Winograd (NY Bar No. 5612569) (*admitted pro hac vice*)
 10100 Santa Monica Blvd., 13th Floor
 Los Angeles, CA 90067
 Telephone: (310) 277-6910
 Facsimile: (310) 201-0760

HAYWARD PLLC
 Melissa S. Hayward
 Texas Bar No. 24044908
 MHayward@HaywardFirm.com
 Zachery Z. Annable
 Texas Bar No. 24053075
 ZAnnable@HaywardFirm.com
 10501 N. Central Expy, Ste. 106
 Dallas, Texas 75231
 Tel: (972) 755-7100
 Fax: (972) 755-7110

*Counsel for Highland Capital Management, L.P.
 and the Highland Claimant Trust*

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

In re:	)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., ¹	)	Case No. 19-34054-sgj 11
Reorganized Debtor.)	
DUGABOY INVESTMENT TRUST and HUNTER MOUNTAIN INVESTMENT TRUST,	)	Adv. Pro. No. 23-03038-sgj
Plaintiffs,)	
vs.)	
HIGHLAND CAPITAL MANAGEMENT, L.P. and HIGHLAND CLAIMANT TRUST,)	
Defendants.)	

**MEMORANDUM OF LAW IN SUPPORT OF HIGHLAND CAPITAL
 MANAGEMENT L.P. AND THE HIGHLAND CLAIMANT TRUST’S
MOTION TO DISMISS COMPLAINT**

¹ The Reorganized Debtor’s last four digits of its taxpayer identification service address for the Reorganized Debtor is 100 Crescent Court, Suite 18



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Highland Capital Management, L.P. (“Highland” or the “Debtor,” as applicable), and the Highland Claimant Trust (the “Claimant Trust,” and together with Highland, the “Highland Parties”), the defendants in the above-captioned adversary proceeding, hereby submit this memorandum of law in support of their *Motion to Dismiss Complaint to (I) Compel Disclosures About the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiffs’ Interest in the Claimant Trust* (the “Motion”) seeking to dismiss the above-captioned action (the “Action”).

I. PRELIMINARY STATEMENT²

1. The Complaint should be dismissed in its entirety. Pursuant to Rule 12(b)(1), this Court lacks subject matter jurisdiction over the Action because the Claims are either moot or seek impermissible advisory opinions. Even if the Court had jurisdiction (and it does not), the Claims should be dismissed under Rule 12(b)(6) because they fail to state claims as a matter of law.

2. Under the express terms of the CTA and the Plan, holders of Contingent Trust Interests are not “Claimant Trust Beneficiaries” and have no rights, including information rights, unless and until their contingent, inchoate interests vest. Despite holding only unvested Contingent Trust Interests with no rights in the Claimant Trust, Plaintiffs stubbornly seek “financial information” regarding the Claimant Trust Assets and specifically request: (a) an accounting of the Claimant Trust Assets, (b) a determination as to the value of those assets compared to liabilities, and (c) a determination whether Plaintiffs’ Contingent Trust Interests “will vest.”

3. Count One, which seeks an accounting of the assets and liabilities of the Claimant Trust, has been rendered moot by the Pro Forma Adjusted Balance Sheet filed in July 2023 and other publicly-available information, which discloses the very information demanded. The relief

² Capitalized terms not defined in this Preliminary Statement shall have the meanings ascribed to them below.

sought in Count Three, namely, a determination as to whether Plaintiffs' Contingent Trust Interests are "likely to vest," is moot, seeks an impermissible advisory opinion, and is barred by collateral estoppel. In September 2023, four months after the Complaint was filed, this Court found that whether the Contingent Trust Interests might someday vest is dependent on a multitude of unknown and unknowable factors, for example, the amount of senior indemnification expenses that must be reserved for and ultimately paid by the Claimant Trust. Based, in part on those unknown senior expenses, this Court determined that the Contingent Trust Interests were "not in the money." This Court lacks jurisdiction to render an opinion on Count Three and, to the extent that it could, it already has and Plaintiffs are collaterally estopped from re-litigating this issue. For the same reasons, there is no declaratory relief available to Plaintiffs that has not already been addressed in the Court's prior ruling.

4. Even if the Court had subject matter jurisdiction over the Claims, the Complaint fails as a matter of law under Rule 12(b)(6). Plaintiffs' equitable claim (Count One) is foreclosed by the plain and unambiguous terms of the CTA, the Plan, and this Court's prior orders. Plaintiffs, as holders of Contingent Trust Interests, have no rights—including information rights—under the CTA. Under the circumstances, equity cannot abrogate the terms of that agreement or be used to create non-existent rights or extra-contractual duties, such as those relating to the disclosure of financial information or an accounting. This is especially so when Plaintiffs and their affiliates have unclean hands as vexatious adversaries to the entity against whom they claim to seek equity.³ Plaintiffs' claims for declaratory relief (Counts Two and Three) also fail as a matter of law because

³ In addition to the numerous actions in which the Plaintiffs and their affiliates have attacked the Highland Parties or failed to honor their obligations to the Highland Parties, plaintiff HMIT is a defendant in an action on a note owed to Highland with current principal and interest owed in excess of \$98 million, discussed *infra*.

there is no cognizable underlying claim. For the reasons herein and discussed further below, the Complaint should be dismissed.

II. RELEVANT BACKGROUND

A. The Bankruptcy Case

5. On October 16, 2019 (the “Petition Date”), Highland filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Case”). As of the Petition Date, Highland had three classes of limited partnership interests (Class A, Class B, and Class C). See Disclosure Statement [Docket No. 1473], ¶ F(4). The Class A interests were held by The Dugaboy Investment Trust (“Dugaboy”),⁴ Mark Okada’s family trusts, and Strand Advisors, Inc. The Class B and C interests were held by Hunter Mountain Investment Trust (“HMIT”). *Id.* On January 9, 2020, an independent board of directors, which included James P. Seery, Jr., was appointed to manage Highland’s Bankruptcy Case and estate. [Docket No. 339]. Mr. Seery was appointed Highland’s Chief Executive Officer and Chief Restructuring Officer in July 2020. [Docket No. 854].

B. The Plan

6. On February 22, 2021, the Court entered the *Order Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) and (ii) Granting Related Relief* [Bankr. Docket No. 1943] (the “Confirmation Order”), which confirmed the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* [Bankr. Docket No. 1943-1] (the “Plan”). The Plan became effective on August 11, 2021 [Docket No. 2700] (the “Effective Date”). Pursuant to the Plan:

- General Unsecured Claims were classified as Class 8 and Subordinated Claims were classified as Class 9.

⁴ Dugaboy is James Dondero’s family trust.

- HMIT’s Class B Limited Partnership Interest and Class C Limited Partnership Interest were classified as Class 10.
- Class A Limited Partnership Interests, including Dugaboy’s, were classified as Class 11.
- The Claimant Trust, a Delaware statutory trust, was established pursuant to that certain *Claimant Trust Agreement*, effective as of August 11, 2021 (the “CTA”),⁵ for the benefit of “Claimant Trust Beneficiaries;”⁶
- Holders of allowed general and subordinated unsecured Claims (*i.e.*, Class 8 and 9) received beneficial interests in the Claimant Trust (collectively, the “Trust Interests”) and became “Claimant Trust Beneficiaries;” and
- Holders of the Debtor’s prepetition partnership interests (*i.e.*, Class 10 and 11) were allocated unvested contingent interests (the “Contingent Trust Interests”) in the Claimant Trust that would vest if, and only if, the Claimant Trustee certifies that all Claimant Trust Beneficiaries (*i.e.*, Class 8 and 9) have been paid in full, Class 8 has received post-petition interest, and all disputed claims in Class 8 and 9 have been resolved.

(See generally Plan Art. III, IV.)

C. Information Rights Under the CTA

7. By design, the clear terms of the CTA limit information rights. Section 3.12(a) of the CTA provides that the Claimant Trustee has no duty to provide an accounting of the Claimant Trust Assets to any party, including Claimant Trust Beneficiaries. CTA, § 3.12(a) (“Except as otherwise provided herein, nothing in this Agreement requires the Claimant Trustee to file any accounting”).

8. Section 3.12(b) of the CTA provides limited information rights solely to “Claimant Trust Beneficiaries”:

The Claimant Trustee shall provide quarterly reporting to the Oversight Board and Claimant Trust Beneficiaries of (i) the status of the Claimant Trust Assets, (ii) the balance of Cash held by the Claimant Trust (including in each of the Claimant Trust Expense Reserve and Disputed Claim Reserve), (iii) the determination and any re-

⁵ All capitalized terms used but not defined herein have the meanings given to them in the CTA.

⁶ The CTA was expressly incorporated into and is a part of the Plan. Confirmation Order ¶ 25; Plan Art. IV, § J. The final form of the CTA was filed with the Court as Docket No. 1811-2 as modified by Docket No. 1875-4.

determination, as applicable, of the total amount allocated to the Disputed Claim Reserve, (iv) the status of Disputed Claims and any resolutions thereof, (v) the status of any litigation, including the pursuit of the Causes of Action, (vi) the Reorganized Debtor's performance, and (vii) operating expenses; provided, however, that the Claimant Trustee may, with respect to any Member of the Oversight Board or Claimant Trust Beneficiary, redact any portion of such reports that relate to such Entity's Claim or Equity Interest, as applicable and any reporting provided to Claimant Trust Beneficiaries may be subject to such Claimant Trust Beneficiary's agreement to maintain confidentiality with respect to any non-public information.

CTA, § 3.12(b).

9. Nothing in the CTA or the Plan grants any other information rights, and, in fact, the CTA is clear that there are no information rights outside those in Section 3.12(b). *See* CTA, § 5.10(a) ("The Claimant Trust Beneficiaries shall have no rights other than those set forth in this Agreement, the Confirmation Order, or the Plan (including any Plan Supplement documents incorporated therein)"). Thus, the only entities with information rights under the Plan are "Claimant Trust Beneficiaries," and those rights (a) are limited, (b) do not include rights to asset or subsidiary level information, and (c) can be further limited by the Claimant Trustee as appropriate to "maintain confidentiality."

10. Under the express terms of the Plan, the CTA, and this Court's prior orders, the "Claimant Trust Beneficiaries"⁷ are the holders of Allowed Claims in Class 8 and Class 9. *See* CTA, § 1.1(h); Plan Art. I.B.27.⁸ HMIT holds Class 10 interests and Dugaboy holds Class 11 interests, and therefore, neither Plaintiff is a "Claimant Trust Beneficiary." Instead, Plaintiffs hold

⁷ "Claimant Trust Beneficiaries" are defined as:

the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, and, only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent applicable, post-petition interest at the federal judgment rate in accordance with the terms and conditions set forth herein, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.

See, e.g., CTA, § 1.1(h).

⁸ *See also In re Highland Cap. Mgt., L.P.*, 19-34054-SGJ-11, 2023 WL 5523949, at *35 (Bankr. N.D. Tex. Aug. 25, 2023), discussed further *infra*.

unvested “Contingent Trust Interests.” *See, e.g.*, Plan, Art. I.B.44; CTA, §§ 1.1(h), 5.1(c). Contingent Trust Interests “shall not have any rights under” the CTA, and holders of such interests will not “be deemed ‘Beneficiaries’” “unless and until” they vest in accordance with the Plan and CTA. *Id.* Specifically, under the CTA, Plaintiffs’ Contingent Trust Interests in the Claimant Trust will *not* vest and Plaintiffs will have *no* rights under the CTA unless and until (a) all Class 8 and Class 9 Claims are paid indefeasibly in full with interest, (b) all disputed claims are resolved, and (c) the Claimant Trustee certifies as much to this Court. *Id.* Class 8 and Class 9 Claims cannot be paid until indemnification claims are satisfied.⁹ It is indisputable that Plaintiffs’ Contingent Trust Interests have not vested under the terms of the Plan and the CTA. *See Highland Cap.*, 2023 WL 5523949, at *35. Plaintiffs are not “Claimant Trust Beneficiaries” and have no information rights.

D. Dugaboy Files the Valuation Motion

11. On June 30, 2022, Dugaboy filed its *Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust* [Docket No. 3382] (the “Initial Valuation Motion”), seeking “a determination by this Court of the current value of the estate and an accounting of the assets currently held by the Claimant Trust and available for distribution to creditors.” Thereafter, on September 21, 2022, Dugaboy filed a supplemental motion [Docket No. 3533] (the “Supp. Valuation Motion” and, together with the Original Valuation Motion, the “Valuation Motion”). Therein, Dugaboy requested that the Court enter “an order: (i) finding that Dugaboy has standing in these bankruptcy proceedings under 11 U.S.C. § 1109(b), Delaware trust law, and Article III of the United States Constitution; and (ii) setting an evidentiary hearing to ascertain the assets

⁹ *See, e.g.*, CTA Art. 6.1 (providing that distributions to Claimant Trust Beneficiaries are junior to the Claimant Trust’s expenses, including, among other things, amounts “necessary to pay or reserve for reasonably incurred or anticipated Claimant Trust Expenses,” which include indemnification costs). This priority of payment under the Plan and CTA was upheld by the Fifth Circuit when affirming this Court’s order authorizing the creation of the indemnity sub-trust, the purpose of which was to reserve or retain any cash reasonably necessary to satisfy contingent liabilities. *See In the Matter of Highland Cap. Mgt., L.P.*, 57 F4th 494, 502 (5th Cir 2023).

currently available for distribution to allowed claimants, to determine the current value of those assets, and to determine whether there is a potential for settling the estate now” The Valuation Motion was supported by HMIT. [Docket No. 3467]. Highland objected to the Valuation Motion. [Docket No. 3465].

12. On November 15, 2022, the Court held a status conference, during which the Court expressed concerns about whether the Valuation Motion should be filed as an adversary proceeding since it sought equitable relief. On December 7, 2022, after the parties submitted briefing on this issue, [see Docket Nos. 3637, 3638, 3639], the Court issued its order [Docket No. 3645] (the “Valuation Order”), in which it found that an adversary proceeding was necessary with regard to the relief sought in the Valuation Motion. The Court explained that “the essence of the Dugaboy Value Motions is a request for an accounting,” which constitutes “equitable relief that does not appear to be provided for in the confirmed chapter 11 plan.” *Id.* at 4. The Court further found that “Dugaboy and HMIT have not pointed to any provision of the CTA that establishes a right to an accounting,” and “[i]t would appear that Dugaboy and HMIT may be frustrated that they did not negotiate or obtain the same oversight rights as the actual Claimant Trust Beneficiaries in the Plan and CTA.” Valuation Order at 5 (quoting CTA §§ 3.12(a), (b)).

E. Plaintiffs File the Complaint

13. On May 10, 2023, Plaintiffs commenced this Action against Highland and the Claimant Trust by filing their complaint [Adv. Pro. No. 23-03038, Docket No. 1] (the “Complaint”). In their Complaint, Plaintiffs seek an equitable accounting of the Claimant Trust Assets so they can determine if their Contingent Claimant Trust Interests “are likely to vest into Claimant Trust Interests, making them Claimant Trust Beneficiaries.”

14. In their first count (“Count One”), Plaintiffs request an accounting “regarding the Claimant Trust Assets, including the amount of cash and the remaining non-cash assets, and details

of all transactions that have occurred since the wall of silence was erected, and all liabilities.” Plaintiffs maintain, *inter alia*, that “[d]ue to the lack of transparency into the assets of the Claimant Trust, Plaintiffs are unable to determine whether their Contingent Claimant Trust Interests may vest into Claimant Trust Interests.” Compl. ¶¶ 82-88.¹⁰

15. In their second count (“Count Two”), Plaintiffs seek a declaratory judgment regarding the value of the Claimant Trust Assets. Plaintiffs specifically maintain that “[o]nce Defendants are compelled to provide information about the Claimant Trust Assets, Plaintiffs seek a determination from the Court of the relative value of the Claimant Trust Assets compared to the bankruptcy estate obligations.” Compl. ¶ 90.

16. In their third count (“Count Three,” and collectively with Count One and Count Two, the “Claims”), Plaintiffs seek a declaration and determination that “[i]n the event that the Court determines that the Claimant Trust assets exceed the obligations of the bankruptcy estate in an amount sufficient so that all Allowable Claims may be indefeasibly paid ... the conditions are such that their Contingent Claimant Trust Interests are likely to vest into Claimant Trust Interests, making them Claimant Trust Beneficiaries.” Compl. ¶ 94.

F. The Court Denies HMIT Leave to File Adversary Proceeding

17. Around the same time, HMIT separately filed its *Emergency Motion for Leave to File Verified Adversary Proceeding* [Docket No. 3699], which was later supplemented and

¹⁰ Plaintiffs allege that Highland “failed and refused to file quarterly 2015.3 reports, leaving stakeholders, including Plaintiffs, in the dark about the value of the estate and the mix of assets it held, bought or sold.” Compl. ¶ 41. Plaintiffs’ allegations about the lack of transparency in the Bankruptcy Case is tired and purposefully misleading. ***Highland has complied with every single pre- and post-Effective Date disclosure obligation***—except for the Rule 2015.3 disclosure. The Fifth Circuit has denied Dugaboy’s appeal of the denial of its post-confirmation motion to compel compliance with Rule 2015.3, (*see* Case No. 22-10831, Document No. 46), and this Court has found that “it is not as though the Claimant Trustee is operating ‘under the radar’” (Valuation Order at 5). Moreover, as previously disclosed in this Court, the failure to file the 2015.3 reports during the case was a direct result of actions of persons who work for Plaintiffs and their affiliates, and in any event, at all time Plaintiffs’ control person had full access to the information they cry about. Nevertheless, Plaintiffs continue with their baseless allegations about the lack of transparency in this case.

modified [Docket Nos. 3760, 3815, and 3816] (collectively, the “Motion for Leave”).¹¹ In the Motion for Leave, HMIT sought leave to sue Highland, Mr. Seery, Stonehill, and Farallon¹² falsely alleging both direct and derivative claims for “insider trading” and breach of fiduciary duty (the “Proposed Claims”).

18. On August 25, 2023, this Court issued its order denying the Motion for Leave on multiple grounds. *See Highland Cap.*, 2023 WL 5523949 (the “Order Denying Leave”). In the Order Denying Leave, the Court found that, *inter alia*: (a) HMIT was not a “Claimant Trust Beneficiary” and not a “beneficial owner” of the Claimant Trust; (b) HMIT should not be treated as a “Claimant Trust Beneficiary” after “considering the current value of the Claimant Trust Assets ...”; (c) HMIT held “only an *unvested* contingent interest in the Claimant Trust,” and “HMIT’s status as a ‘beneficiary’ of the Claimant Trust is defined by the CTA itself, pure and simple;” and (d) the Court “does not have the power to equitably deem HMIT’s Contingent Trust Interest to be vested” *Id.* at 35.

G. Highland Files the Pro Forma Adjusted Balance Sheet Ahead of Mediation in July 2023

19. On April 20, 2023, James Dondero and certain of his controlled affiliates (collectively, the “Dondero Parties”) filed their *Motion to Stay and to Compel Mediation* [Docket No. 3752] (the “Mediation Motion”), which was granted, in part, on August 2, 2023, [Docket No. 3897].¹³ On July 6, 2023, in furtherance of mediation and in compliance with an agreed-upon Court order [Docket 3870], Highland filed a *pro forma* adjusted balance sheet [Docket No. 3872] (the “Pro Forma Adjusted Balance Sheet”). The Pro Forma Adjusted Balance Sheet disclosed a

¹¹ Each version of the Motion for Leave attached a proposed complaint [Docket Nos. 3699-1, 3760-1, 3815-1, 3816-1] (the last version, the “Proposed Complaint”).

¹² Stonehill and Farallon refer to, respectively, Stonehill Capital Management, LLC and Farallon Capital Management, LLC.

¹³ The mediation did not result in a settlement. *See* Docket No. 3964.

point-in-time \$152 million in assets (of which only \$37 million was cash or restricted cash) and \$130 million in liabilities for a total equity value of \$22 million, which, even assuming the equity value could be distributed (and it cannot be), is well short of the \$126 million needed to pay Allowed Class 8 and Class 9 claims (exclusive of interest).

20. The information disclosed on the Pro Forma Adjusted Balance Sheet was consistent with information that had already been disclosed in the Bankruptcy Case as of April 2023, [*see* Bankr. Docket Nos. 3756 and 3757] (the “Post-Confirmation Reports”), and through these disclosures should have resolved any good faith dispute around receiving sufficient information with which to make a global settlement offer. These enhanced Post-Confirmation Reports were publicly filed to provide interested parties substantially more information than was required. *See, e.g.*, Docket No. 3757 at 13-15 (Addendum showing (i) “Quarter-ending cash, Disputed Claims Reserve, and Indemnity Trust summary;” (ii) liabilities, including remaining disputed/expunged or pending claims, (iii) disbursements to Classes 8 and 9, and (iv) “Remaining investments, notes, and other assets”).

H. HMIT Seeks Reconsideration of Order Denying Leave Based on the Pro Forma Adjusted Balance Sheet

21. On September 8, 2023, HMIT filed its motion for reconsideration of the Order Denying Leave [Docket No. 3905] (the “Motion to Reconsider”), falsely and misleadingly contending that the Pro Forma Adjusted Balance Sheet (a) provided an accounting of the Claimant Trust Assets and (b) proved that (i) the value of the Claimant Trust Assets exceeded liabilities and (ii) HMIT was “in the money” and (c) its interests were likely to vest and that HMIT therefore had standing as a “Claimant Trust Beneficiary.” On October 6, 2023, the Court denied the Motion to Reconsider [Docket No. 3936] (the “Order Denying Reconsideration”). The Court found that, in pertinent part, the Balance Sheet did not “demonstrate that HMIT’s contingent interest is ‘in the

money,” noting that “HMIT does not give proper attention to the voluminous supplemental notes” in the Balance Sheet that are “integral to understanding the numbers therein.” *Id.* at 3 (citing Notes 5 and 6 of the Balance Sheet which show that Highland will operate at an “operating loss prospectively,” and that the administrative expenses and legal fees continue to deplete assets, among other things). The Court also found that the Balance Sheet did not constitute “newly discovered evidence” because it did not contain information that was materially different from the information disclosed on the Post-Confirmation Reports, filed three months earlier. *Id.* at 2-3.

III. ARGUMENT

A. The Court Does Not Have Subject Matter Jurisdiction Over Counts One and Three

22. The Court does not have subject matter jurisdiction to adjudicate Counts One and Three. Counts One and Three are moot, and Count Three impermissibly seeks an advisory opinion.

1. Legal Standard

23. A motion under Rule 12(b)(1) must be considered before any motion on the merits because subject matter jurisdiction is required to determine the validity of any claim. *See Moran v. Kingdom of Saudi Arabia*, 27 F.3d 169, 172 (5th Cir. 1994). “Lack of subject matter jurisdiction may be found in any one of three instances: (1) the complaint alone; (2) the complaint supplemented by undisputed facts evidenced in the record; or (3) the complaint supplemented by undisputed facts plus the court’s resolution of disputed facts.” *Ramming v. United States*, 281 F.3d 158, 161 (5th Cir. 2001) (per curiam). “The burden of proof for a Rule 12(b)(1) motion to dismiss is on the party asserting jurisdiction.” *Id.* “A case is properly dismissed for lack of subject matter jurisdiction when the court lacks the statutory or constitutional power to adjudicate the case.” *Home Builders Ass’n of Mississippi, Inc. v. City of Madison, Miss.*, 143 F.3d 1006, 1010 (5th Cir. 1998) (internal quotations omitted).

2. Counts One and Three are Moot

i. Count One is Moot in Light of the Pro Forma Adjusted Balance Sheet

24. Count One is moot in light of the Pro Forma Adjusted Balance Sheet and must be dismissed for lack of subject matter jurisdiction under Rule 12(b)(1). For a court to have subject matter jurisdiction over a suit, a “controversy must remain live throughout the suit’s existence.” *Bazzrea v. Mayorkas*, 3:22-CV-265, 2023 WL 3958912, at *3 (S.D. Tex. June 12, 2023). “A case becomes moot—and therefore no longer a ‘Case’ or ‘Controversary’ for purpose of Article III—when the issues presented are no longer ‘live’ or the parties lack a legally cognizable interest in the outcome.” *Yarls v. Bunton*, 905 F.3d 905, 909 (5th Cir. 2018) (internal quotations omitted).

25. Here, the issue presented in Count One is no longer “live.” In Count One, Plaintiffs seek (a) “information regarding the Claimant Trust assets,” including the amount of assets and liabilities, so that (b) Plaintiffs can “determine whether their Contingent Claimant Trust Interests may vest into Claimant Trust Interests.” Compl. ¶¶ 82-88. As discussed *supra*, the Pro Forma Adjusted Balance Sheet provides this very information. It shows the value of the Claimant Trust Assets, the Claimant Trust’s liabilities, and the potential equity value available for Claimant Trust Beneficiaries (assuming all Claimant Trust Assets are liquidated at current valuations and liabilities are fixed). HMIT admitted as much in its Motion to Reconsider when it specifically (but incorrectly) maintained that, based on the assets and liabilities shown on the Pro Forma Adjusted Balance Sheet, “[HMIT’s] Contingent Claimant Trust Interest will vest, or put colloquially, [HMIT] is ‘in the money.’” Motion to Reconsider ¶¶ 5-8 (emphasis added).¹⁴ The Post-

¹⁴ Although Plaintiffs have effectively admitted the Pro Forma Adjusted Balance Sheet moots their requested relief, as this Court is aware, the current value of the Claimant Trust Assets does not dictate when or if Plaintiffs’ Contingent Trust Interests will ever vest. Whether and when Contingent Trust Interests may someday vest depends upon the satisfaction of the conditions set forth in the CTA and the Plan, and this Court “does not have the power to equitably deem HMIT’s Contingent Trust Interest to be vested ...” regardless of whether the value of the pro forma assets exceeds the pro forma value of the liabilities on a particular date. Order Denying Leave at *35.

Confirmation Reports, filed prior to the Complaint in filed in April 2023, similarly disclose the financial information requested in Count One, including, *inter alia*, the cash and the identification of remaining assets.

26. The Pro Forma Adjusted Balance Sheet and Post-Confirmation Reports have thus eliminated the “actual controversy” at the core of Count One, and there is no conceivable relief available to Plaintiffs through this claim that has not already been provided. Count One is therefore moot. *See Bazzrea*, 2023 WL 3958912, at *4 (finding plaintiffs’ claims moot where events that occurred after the complaint was filed “eliminated the actual controversy—the court cannot provide effectual relief and thus the plaintiffs’ claims are moot.”) Accordingly, Plaintiffs have not met their burden to establish that the Court has subject matter jurisdiction over Count One, and it should be dismissed under Rule 12(b)(1).

ii. Count Three is Moot Because the Court has Already Held that Contingent Claimant Interests are Not “In the Money”

27. Count Three, seeking a declaration regarding whether Plaintiffs’ Contingent Trust Interests “are likely to vest into Claimant Trust Interests, making them Claimant Trust Beneficiaries,” Compl. ¶ 94, is moot because the Court already decided this issue. As discussed above, in its Motion to Reconsider, HMIT incorrectly argued that the Pro Forma Adjusted Balance Sheet showed that HMIT’s Contingent Trust Interests were “in the money” and likely to vest, rendering HMIT a “Claimant Trust Beneficiary.” In its Order Denying Reconsideration, the Court found that Contingent Trust Interests are not “in the money,”¹⁵ and that HMIT is, therefore, not a Claimant Trust Beneficiary. As the Court explained, Plaintiffs’ reliance on the assets and liabilities disclosed on the Pro Forma Adjusted Balance Sheet in support of its argument that its interests

¹⁵ Although the Court’s finding related to HMIT’s Contingent Trust Interest, this ruling applies equally to Dugaboy, because both Plaintiffs both hold Contingent Trust Interests.

were “likely to vest” demonstrated a fundamental misunderstanding of the Pro Forma Adjusted Balance Sheet and the vesting mechanics in the CTA. Again, under the CTA, Contingent Trust Interests vest only if, among other things, Class 8 and Class 9 are paid in full. And as the Court further stated, the Claimant Trust Assets at any point in time will only be available for distribution to those classes after they are monetized and all fees and expenses, including indemnification obligations, are satisfied. *See* Order Denying Reconsideration at 3. In other words, as this Court found, unless and until such contingent obligations are *known and satisfied* and all Class 8 and Class 9 Claims have been actually paid in full, Contingent Trust Interests are not “in the money” and will not “vest.”

28. The Court’s finding in its Order Denying Reconsideration, in which the Court determined that Contingent Trust Interests are not “in the money,” has thus eliminated any “live” controversy presented by the relief sought in Count Three, namely, a determination whether Plaintiffs’ Contingent Trust Interests “are likely to vest into Claimant Trust Interests.” For the foregoing reasons, Counts One and Three are moot. The Court does not have subject matter jurisdiction over Counts One and Three under Rule 12(b)(1), and such claims should be dismissed.

3. Count Three Improperly Seeks an Advisory Opinion

29. The Court also does not have subject matter jurisdiction to rule on Count Three because it impermissibly seeks an advisory opinion. Under Article III of the Constitution, “no justiciable controversy is presented when ... the parties are asking for an advisory opinion.” *Paragon Asset Co. Ltd v. Gulf Copper & Mfg. Corp.*, 1:17-CV-00203, 2020 WL 1892953, at *1 (S.D. Tex. Feb. 11, 2020) (internal quotations omitted). The “well-established constitutional ban on advisory opinions” seeks to ensure that federal courts determine “specific disputes between parties, rather than hypothetical legal questions, and in doing so, conserve judicial resources.” *Texas v. Travis County*, 272 F. Supp. 3d 973, 980 (W.D. Tex. 2017), *aff’d sub nom. Texas v. Travis*

County, Texas, 910 F.3d 809 (5th Cir 2018); *see also Hodgson v. H. Morgan Daniel Seafoods, Inc.*, 433 F.2d 918, 920 (5th Cir. 1970) (“We cannot render an advisory opinion on hypothetical or abstract facts.”)

30. In Count Three, Plaintiffs impermissibly ask the Court to determine whether (a) current Claimant Trust Beneficiaries “*may be* indefeasibly paid” and (b) “Contingent Claimant Trust Interests *are likely* to vest.” Compl. ¶ 94 (emphasis added). Any such determination is dependent upon several hypothetical future events concerning, among other things, asset values and recoveries (*e.g.*, whether the Fifth Circuit sustains the Dondero Parties’ appeal in the Notes Litigation, and the Claimant Trust actually recovers the bonded amounts), actual future Claimant Trust expenses, and the nature and extent of indemnification obligations.¹⁶ As discussed *supra*, indemnification expenses are senior to distributions to the Claimant Trust Beneficiaries, and Claimant Trust Beneficiaries cannot be paid in full unless and until such indemnification expenses are liquidated and satisfied. Contingent Trust Interests therefore cannot vest unless and until indemnification claims are known and paid (and all Class 8 and Class 9 Claims are thereafter paid).

31. In light of the widespread litigation, additional threatened litigation, and continued accrual of related legal fees and expenses, the amount of indemnification obligations remains unknown. Thus, any determination as to whether Plaintiffs’ Contingent Trust Interests “are likely to vest” is contingent upon a number of unknown and contingent variables, including (a) the amount of indemnification obligations and (b) and whether sufficient cash remains to pay Classes 8 and 9 in full after those indemnification obligations (and other expenses) are satisfied. Such an abstract determination is precisely the type of relief precluded by the constitutional ban on advisory

¹⁶ The Highland Parties request that the Court take judicial notice of the active litigation in the Bankruptcy Case, as reflected in the *Amended Notice of Filing of Active Litigation Involve and/or Affecting the Highland Parties* [Docket No. 3880].

opinions. *See JPay LLC v. Burton*, 3:22-CV-1492-E, 2023 WL 5253041, at *10 (N.D. Tex. Aug. 15, 2023) (dismissing case for lack of subject matter jurisdiction and declining “to render an advisory opinion on the value of the aggregated claims of a contingent, theoretical class” where such determination is contingent on a “hypothetical facts”). Accordingly, Plaintiffs have failed to show that the Court has subject matter jurisdiction to adjudicate Count Three, and it should be dismissed under Rule 12(b)(1).

B. Count Three is Barred by Collateral Estoppel

32. Count Three is also barred by the doctrine of collateral estoppel. Collateral estoppel is referred to as “issue preclusion” and prevents relitigating the same issues or facts decided in a prior proceeding. Collateral estoppel precludes the re-litigation of issues or facts actually litigated in the original action, whether or not the second suit is based on the same cause of action. *See Houston Professional Towing Ass'n v. City of Houston*, 812 F.3d 443, 447 (5th Cir. 2016). “By precluding parties from contesting matters that they have had a full and fair opportunity to litigate, [collateral estoppel] protect[s] against the expense and vexation attending multiple lawsuits, conserve judicial resources, and foster reliance on judicial action by minimizing the possibility of inconsistent decisions.” *In re Reddy Ice Holdings, Inc.*, 611 B.R. 802, 808 (Bankr. N.D. Tex. 2020) (internal quotations omitted). Collateral estoppel applies when: “(1) the issue at stake is identical to the one involved in the earlier action; (2) the issue was actually litigated in the prior action; and (3) the determination of the issue in the prior action was a necessary part of the judgment in that action.” *Oyekwe v. Research Now Group, Inc.*, 542 F. Supp. 3d 496, 506 (N.D. Tex. 2021), appeal dismissed, 21-10580, 2021 WL 8776378 (5th Cir Dec. 28, 2021). These elements are easily met here.

33. The issue presented by Count Three—whether Plaintiffs’ “Contingent Claimant Trust Interests are likely to vest into Claimant Trust Interests” (Compl. ¶ 94)—is the same as the

issue at stake, and actually litigated, in connection with the Motion for Leave. In support of its Motion to Reconsider, HMIT argued that it had standing to assert its Proposed Claims because HMIT was “in the money” and its Contingent Trust Interests “will vest.” *See* Motion to Reconsider. In adjudicating the Motion to Reconsider, the Court determined that HMIT did not have standing to bring the Proposed Claims because its Contingent Trust Interests were not “in the money.” *See* Order Denying Reconsideration at 3. The issue of whether Contingent Trust Interests were “in the money” for purposes of the Motion to Reconsider, and whether Contingent Trust Interests are “likely to vest,” for purposes of this Complaint, are one and the same. This issue was, without question, litigated in connection with the Motion for Leave. The issue was raised by HMIT in its Motion to Reconsider, contested by the Highland Parties, submitted to this Court for adjudication, and expressly determined. *See Reddy*, 611 B.R. at 810 (“The requirement that an issue be ‘actually litigated’ for collateral estoppel purposes simply requires that the issue is raised, contested by the parties, submitted for determination by the court, and determined.”) (internal quotations omitted). The first and second elements of collateral estoppel are thus met.

34. The third prong of collateral estoppel—whether the Court’s prior ruling on this same issue was necessary or essential to the Order Denying Reconsideration—is likewise satisfied. The Court’s finding that Contingent Trust Interests were not “in the money” was necessary to the Court’s ultimate determination that HMIT did not have standing to assert the Proposed Claims. In other words, to determine whether HMIT could file the Motion for Leave, and later whether to grant the Motion to Reconsider, the Court was required to consider whether Contingent Trust Interests have vested. This was the only issue underlying the Motion to Reconsider, and it was necessary to the Order Denying Reconsideration. Plaintiffs are therefore collaterally estopped from re-litigating this same issue of whether their Contingent Trust Interests will vest. *See In re*

Derosa-Grund, 567 B.R. 773, 798 (Bankr. S.D. Tex. 2017) (debtor collaterally estopped from re-litigating issue of whether debtor owned film treatment where this same issue “was necessary” to determination on motion to reopen; was determined; and “Debtor cannot now relitigate this issue in an effort to prove that EMG owns the Treatment”).¹⁷ Accordingly, Count Three is barred by collateral estoppel, and for this additional reason, this claim should be dismissed.

C. Plaintiffs’ Claims Fail as a Matter of Law

35. Even if the Court had subject matter jurisdiction over Counts Two and Three, the Complaint fails to state plausible claims upon which relief can be granted under Federal Rule of Civil Procedure 12(b)(6) as to all Counts. To survive a motion to dismiss pursuant to Rule 12(b)(6), a plaintiff must plead “enough facts to state a claim to relief that is plausible on its face.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). “A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). “The plausibility standard is not akin to a ‘probability requirement,’ but it asks for more than a sheer possibility that a defendant has acted unlawfully.” *Id.* (quoting *Twombly*, 550 U.S. at 556). “Where a complaint pleads facts that are ‘merely consistent with’ a defendant’s liability, it ‘stops short of the line between possibility and plausibility of entitlement to relief.’” *Id.* (quoting *Twombly*, 550

¹⁷ Although Dugaboy was not a party in the Motion for Leave, literal identity of the parties is not required as part of the collateral estoppel analysis so long as the party against whom enforcement is sought was in privity with a party involved in the initial decision. Privity exists where a non-party’s interests were adequately represented in the first suit. See *Derosa-Grund*, 567 B.R. at 798 n. 21 (Bankr S.D. Tex. 2017) (noting “federal courts will bind a nonparty whose interests were represented adequately by a party in the original suit,” and “[t]he Fifth Circuit has found that adequate representation exists between a party and a non-party ‘where a party to the original suit is so closely aligned to the non-party’s interests as to be his virtual representative.’”) (quoting *Terrell v. DeConna*, 877 F.2d 1267, 1270 (5th Cir. 1989)). Here, there can be no question that Dugaboy’s interests were sufficiently aligned as to the issue of whether Contingent Trust Interests have vested, where both Dugaboy and HMIT hold those interests and Dugaboy was funding HMIT’s litigation. See *Meador v. Oryx Energy Co.*, 87 F. Supp. 2d 658, 665 (E.D. Tex. 2000) (non-party’s interests were “sufficiently aligned” with party in previous suit for purposes of claim preclusion where, in both cases, “the plaintiffs’ claims derive solely from rights” alleging arising from the same conveyance that was interpreted conclusively in prior suit).

U.S. at 557). “When well-pleaded facts fail to meet th[e] [*Twombly*] standard, the complaint has alleged—but it has not shown—that the pleader is entitled to relief.” *Id.* at 679. Dismissal is proper under Rule 12(b)(6) when, taking the facts alleged in the complaint as true, it appears that the plaintiff “cannot prove any set of facts that would entitle it to the relief it seeks.” *C.C. Port, Ltd. v. Davis-Penn Mortg. Co.*, 61 F.3d 288, 289 (5th Cir. 1995). “[I]t is clearly proper in deciding a 12(b)(6) motion to take judicial notice of matters of public record.” *Johnson v. Wells Fargo Bank, NA*, 999 F. Supp. 2d 919, 926 (N.D. Tex. 2014) (internal quotations omitted). Courts have “complete discretion” to either accept or exclude such evidence for purposes of the motion to dismiss. *Id.*

1. Plaintiffs’ Equitable Accounting Claim Fails as a Matter of Law

36. Count One, which seeks an accounting of the Claimant Trust Assets, fails to state a claim upon which relief can be granted under Rule 12(b)(6).

i. Plaintiffs Have No Rights to Financial Information Because They are Not Claimant Trust Beneficiaries

37. Plaintiffs have no rights to information regarding the Claimant Trust Assets.

38. *First*, as discussed above and as this Court has found, it is indisputable that Plaintiffs, holding only “Contingent Trust Interests,” are not “Beneficiaries” under the CTA.¹⁸ *See* Order Denying Leave at *35. As such, Plaintiffs have *no rights* under the CTA. *See id.* (quoting CTA, § 5.1(c)). Plaintiffs ignore this language and fail to offer any support for their broad request for financial information, other than vaguely asserting that they “are unable to determine whether their Contingent Claimant Trust Interests may vest into Claimant Trust Interests.” Compl. ¶ 83. As this Court found, while Plaintiffs may be “frustrated” that they did not negotiate the same rights

¹⁸ As discussed above, the Court may take judicial notice of the CTA. *See Johnson*, 999 F. Supp. 2d at 926 (taking judicial notice of document that is a matter of public record when considering Rule 12(b)(6) motion).

as the “actual Claimant Trust Beneficiaries,” (Valuation Order at 5), there is simply no foundation—in law, equity, or otherwise—for Plaintiffs’ request for financial information. Plaintiffs acknowledge that they are not “Claimant Trust Beneficiaries” but nevertheless imply, without any supporting facts or authority, that they should not only be treated as such, but should receive information not otherwise available to Claimant Trust Beneficiaries. In so arguing, Plaintiffs blatantly disregard the plain terms of the CTA, the Plan, and this Court’s prior orders, which expressly foreclose the relief sought in their Claims.

39. **Second**, and for largely these same reasons, equitable relief is not available where, as here, the parties’ rights and obligations at issue are set forth in the agreement. *See In re Am. Home Mortg. Holdings, Inc.*, 386 Fed. Appx. 209, 212-13 (3d Cir. 2010) (affirming bankruptcy court’s denial of equitable relief to distributions under trust documents where, among other things, the trust documents controlled distribution of monthly payments, and the Trust Certificate “cannot be rewritten on equitable grounds,” and noting “[i]n interpreting the provisions of the Trust Documents, we apply Delaware law, which instructs that a party is bound by the plain meaning of clear and unequivocal contract terms.”); *Grunstein v. Silva*, CIV.A. 3932-VCN, 2009 WL 4698541, at *6 (Del. Ch. Dec. 8, 2009) (“Where those [fiduciary] rights arise from a contract that specifically addresses the matter at issue, the court evaluates the parties’ conduct within the framework they themselves crafted, instead of imposing more broadly defined equitable duties.”).

40. Here, the CTA expressly provides that (a) Plaintiffs are not Beneficiaries of the Claimant Trust, and, therefore, (b) Plaintiffs have no rights under the CTA. *See supra* ¶¶ 10-13. *supra*. Accordingly, the plain language of the CTA forecloses the notion that Plaintiffs have any right—equitable or otherwise—to financial information on the Claimant Trust Assets. Plaintiffs’

attempt to re-write the CTA on equitable grounds in order to grant non-beneficiaries information rights is entirely without merit.

41. **Third**, even if Plaintiffs were Claimant Trust Beneficiaries, any information rights would still be limited. Section 3819(a) of the Delaware Statutory Trust Act (the “Trust Act”) governs information rights for beneficiaries of Delaware statutory trusts and ascribes primacy to the trust’s agreement:

Except to the extent otherwise provided in the governing instrument of a statutory trust, each beneficial owner of a statutory trust ... has the right, subject to such reasonable standards ... as may be established by the trustees or other persons who have authority to manage the business and affairs of the statutory trust, to obtain from the statutory trust from time to time upon reasonable demand for any purpose reasonably related to the beneficial owner's interest as a beneficial owner of the statutory trust

12 Del. C. § 3819(a) (emphasis added); *see also In re Natl. Coll. Student Loan Trusts Litig.*, 251 A.3d 116, 150 (Del. Ch. 2020) (Trust Agreements “are the governing instruments of the Trusts under the DST Act.”) Here, the CTA *does* “otherwise provide.” As discussed *supra*, pursuant to the CTA and the Plan, only “Claimant Trust Beneficiaries,” by design, have information rights, which are set forth in section 3.12(b) of the CTA. *See* CTA § 3.12(b) (providing that the **only** entities with information rights under the Plan are “Claimant Trust Beneficiaries.”) And the Claimant Trust Beneficiaries’ rights (a) are limited, (b) do not include rights to asset or subsidiary level information, and (c) can be further limited by the Claimant Trustee as appropriate to “maintain confidentiality.”

42. Any duties running from the Claimant Trustee to actual Beneficiaries of the Claimant Trust relating to the disclosure of information are expressly limited by the CTA. 12 Del. C. § 3806(c) (“To the extent that ... a trustee ... has duties (including fiduciary duties) to a ... beneficial owner or to another person that is a party to or is otherwise bound by a governing instrument, the trustee’s ... duties may be ... restricted or eliminated by provisions in the governing

instrument”) Thus, even the actual Claimant Trust Beneficiaries would not have the broad information rights that Plaintiffs (who, again, are not even Claimant Trust Beneficiaries) seek here. This further undermines Plaintiffs’ unsupported allegations that they have any equitable rights to information on the Claimant Trust Assets.

ii. Any Claim for an Equitable Accounting Fails Under Delaware Law

43. To the extent Count One is treated as one for an accounting cognizable in equity, it likewise fails. Under Delaware law,¹⁹ an accounting is not a cause of action sounding in equity. *Williams v. Lester*, 2023-0042-SG, 2023 WL 4883610, at *3 (Del. Ch. Aug. 1, 2023). It is an equitable remedy by which a fiduciary may be caused to account for property subject to trust. *Id.* A claim for an accounting lies only where “(i) there are mutual accounts between parties, (ii) a fiduciary relationship exists and the defendant has a duty to account, or (iii) the accounts are all on one side but there are circumstances of great complication.” *Bus. Funding Group, Inc. v. Architectural Renovators, Inc.*, C.A. 12655, 1993 WL 104611, at *2 (Del. Ch. Mar. 31, 1993); *see also McMahon v. New Castle Assoc.*, 532 A2d 601, 605 (Del. Ch. 1987) (“[A] request for an accounting by a *fiduciary* is a recognized basis for chancery jurisdiction,” noting “equity shall rarely, if ever, have to be resorted to in order to determine the state of accounts in a purely commercial relationship.”); 12 Del. C. § 3806(c). Where, as here, an agreement sets forth the fiduciary relationship between the parties, an extra-contractual relationship cannot be created. *See Grunstein v. Silva*, CIV.A. 3932-VCN, 2009 WL 4698541, at *6 (Del. Ch. Dec. 8, 2009) (“Where those [fiduciary] rights arise from a contract that specifically addresses the matter at issue, the court evaluates the parties’ conduct within the framework they themselves crafted, instead of imposing more broadly defined equitable duties.”)

¹⁹ There can be no dispute that Delaware law applies to Plaintiffs’ Claims. The Claimant Trust is a statutory trust formed under the laws of Delaware and governed by the Trust Act. Trust Act, 12 Del. C. § 3801 *et seq.*

44. The CTA governs the parties' rights and obligations. Pursuant to the CTA, Plaintiffs, as holders of Contingent Trust Interests, "*shall have no rights*" thereunder, and there is no underlying fiduciary relationship between the Claimant Trustee and Plaintiffs. Plaintiffs do not allege as such, nor could they. The Court cannot impose any duties of disclosure other than what is set forth in the CTA. Plaintiffs' equitable accounting claim fails as a matter of law. *See Bus. Funding Group*, 1993 WL 104611, at *2 (denying claim for equitable accounting where "the parties' relationship, which is defined exclusively by the purchase and sale agreements, involves an arm's-length commercial dealing and bears none of the earmarks of a fiduciary relationship," noting the "plaintiff negotiated the protection it needed in the [] agreements," which "does not create a fiduciary relationship"); *Natl. Coll.*, 251 A.3d at 150 ("[T]he plain language of the Trust Agreement forecloses any notion that the Owner Trustee owes any extra-contractual duties (fiduciary or otherwise)" to non-owner deal parties, noting "[i]f the drafters of the Trust Agreement ... had intended the Owner Trustee to administer the Trusts in the interests of another deal party, the Trust Agreements would have said so.").²⁰

45. Under these circumstances, Plaintiffs fail to show why equity should abrogate the terms of the CTA agreement to create extra-contractual rights relating to the disclosure of financial information or an accounting. This is especially true in light of Plaintiff HMIT's "unclean hands." HMIT is a defendant in an action on a note owed to Highland with current principal and interest owed in excess of \$98 million. *See Adv. Pro. No. 21-03076-sgj*, Docket No. 1, Count 24 (breach of contract claim arising out of HMIT note). HMIT cannot seek equitable relief relating to the

²⁰ *See also Henry v. CitiMortgage, Inc.*, 4:11-CV-83, 2011 WL 2261166, at *8 (E.D. Tex. May 10, 2011), *report and recommendation adopted*, 2011 WL 2214007 (E.D. Tex. June 7, 2011) (dismissing claim for equitable accounting where "Plaintiff does not explain why she is entitled to an accounting, let alone allege any facts to support her requests," noting "an accounting is an equitable remedy and not an independent cause of action."); *Johnson v. Wells Fargo Bank, NA*, 999 F. Supp 2d 919, 935 (N.D. Tex. 2014) (dismissing plaintiff's request for equitable relief because there is a contract between the parties that governs the dispute.)

disclosure of assets of the Claimant Trust when HMIT's own behavior has violated principles of equity and righteous dealing on issues relevant to the instant Action. Plaintiffs' equitable claim for financial information on the Claimant Trust is without foundation or support, blatantly disregards the CTA and other applicable documents, and fails to allege a cognizable claim. For this additional reason, Count One should be dismissed.

2. Plaintiffs' Claims for Declaratory Relief Fail as a Matter of Law

46. Plaintiffs' claims for declaratory relief—Counts Two and Three—also fail to state claims under Rule 12(b)(6). To sustain a claim for declaratory or injunctive relief, a plaintiff must first plead a viable underlying cause of action. *See Collin County, Tex. v. Homeowners Ass'n for Values Essential to Neighborhoods*, 915 F.2d 167, 170-71 (5th Cir. 1990)) (the “federal declaratory judgment act is remedial only ... it is the defendant's underlying cause of action against the plaintiff that is litigated in a suit under the act”); *see also Henry*, 2011 WL 2261166, at *8 (“The Declaratory Judgment Act is a procedural device that creates no substantive rights and requires the existence of a justiciable controversy.”); *Sivertson v. Citibank, N.A. as Tr. for Registered Holders of WAMU Asset-Back Certificates WAMU Series No. 2007-HE2 Tr.*, 390 F. Supp. 3d 769, 794 (E.D. Tex. 2019) (same). “Where all the substantive, underlying claims are subject to dismissal, a claim for declaratory relief cannot survive.” *Wallace v. U.S. Bank, N.A.*, No. 4:17-CV-437, 2018 WL 1224508, at *2 (E.D. Tex. Mar. 9, 2018).

47. Plaintiffs' Claims for declaratory relief in Counts Two and Three fail to state plausible claims because there is no underlying controversy. They are premised on Count One, which, as discussed, is not a cognizable claim. *See* Compl. ¶¶ 90 (“*[o]nce Defendants are compelled to provide information about the Claimant Trust Assets*, Plaintiffs seek a determination from the Court of the relative value of the Claimant Trust Assets compared to the bankruptcy estate obligations,” and a declaration that “the conditions are such that their Contingent

Claimant Trust Interests are likely to vest into Claimant Trust Interests”) (emphasis added). Since there is no basis to “compel” the disclosure of financial information and Count One fails as a matter of law, Plaintiffs’ claims for declaratory relief, which are dependent upon such disclosure, likewise fail as a matter of law. *See Johnson*, 999 F. Supp. 2d at 935 (“Because the undersigned has determined that none of Plaintiffs claims can withstand dismissal at this time, Plaintiff’s requests for declaratory and injunctive relief as well as an accounting cannot survive.”)²¹

48. The value of the Claimant Trust Assets and liabilities at any given point is irrelevant to a determination whether Plaintiffs’ Contingent Trust Interests “are likely to vest.” Contingent Trust Interests cannot vest until (a) all Claimant Trust Assets are liquidated, (b) all expenses, including indemnification expenses, are known and have been satisfied, and (c) Claimant Trust Beneficiaries are thereafter paid in full. Until these and other critical variables are known, the financial information Plaintiffs seek in their Complaint is meaningless for purposes of determining “vesting.” *See supra* ¶¶ 36-27. There is no justiciable controversy underlying Plaintiffs’ claims for declaratory relief. Counts Two and Three should be dismissed. The Claims fail as a matter of law, and the Complaint should be dismissed in its entirety.

IV. CONCLUSION

WHEREFORE, Highland respectfully requests that the Court grant the Motion and enter an order in the form annexed to the Motion as Exhibit A, and grant such further relief as the Court deems just and proper.

²¹ *See also Washington v. JP Morgan Chase Bank, N.A.*, 3:18-CV-1870-K-BN, 2019 WL 587289, at *8 (N.D. Tex. Jan. 18, 2019), *report and recommendation adopted*, 2019 WL 586048 (N.D. Tex. Feb. 12, 2019) (“Because Plaintiff has failed to state a plausible underlying claim, Plaintiff’s claims for injunctive and declaratory relief should also be dismissed.”); *Henry*, 2011 WL 2261166, at *9 (“As Plaintiff has alleged no facts that would lead to the conclusion that a present controversy exists between her and Defendants, Plaintiff does not have a right to relief under the Declaratory Judgment Act.”)

Dated: November 22, 2023

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No. 143717)
John A. Morris (NY Bar No. 2405397)
Gregory V. Demo (NY Bar No. 5371992)
Hayley R. Winograd (NY Bar No. 5612569)
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Email: jpomerantz@pszjlaw.com
jmorris@pszjlaw.com
gdemo@pszjlaw.com
hwinograd@pszjlaw.com

-and-

HAYWARD PLLC

/s/ Zachery Z. Annable

Melissa S. Hayward
Texas Bar No. 24044908
MHayward@HaywardFirm.com
Zachery Z. Annable
Texas Bar No. 24053075
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, Texas 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

*Counsel for Highland Capital Management, L.P., and the
Highland Claimant Trust*

EXHIBIT 5

STINSON LLP
Deborah Deitsch-Perez
Michael P. Aigen
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
Telephone: (214) 560-2201
Facsimile: (214) 560-2203
Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

*Counsel for The Dugaboy Investment Trust
and Hunter Mountain Investment Trust*

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

	§	
In re:	§	Chapter 11
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	Case No. 19-34054-sgj11
	§	
Reorganized Debtor.	§	
	§	
	§	
DUGABOY INVESTMENT TRUST and	§	
HUNTER MOUNTAIN INVESTMENT TRUST,	§	
	§	
Plaintiffs,	§	Adv. Pro. No. 23-03038-sgj
	§	
vs.	§	
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P. and	§	
HIGHLAND CLAIMANT TRUST,	§	
	§	
Defendants.	§	
	§	

**THE DUGABOY INVESTMENT TRUST AND HUNTER MOUNTAIN
INVESTMENT TRUST’S RESPONSE TO THE HIGHLAND PARTIES’ MOTION
TO DISMISS COMPLAINT TO (I) COMPEL DISCLOSURES ABOUT THE ASSETS
OF THE HIGHLAND CLAIMANT TRUST and (II) DETERMINE (A) RELATIVE
VALUE OF THOSE ASSETS, and (B) NATURE OF PLAINTIFFS’ INTEREST
IN THE CLAIMANT TRUST**



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I. PRELIMINARY STATEMENT

1. Plaintiffs filed this adversary proceeding against Defendants Highland Capital Management, L.P. (“HCMLP”) and the Highland Claimant Trust (the “Claimant Trust”) (collectively, “Defendants”) to obtain critical information about the assets and liabilities of the Claimant Trust, which was established under the Order Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (the “Plan”) [Bankr. Dkt. 1943-1] for the benefit of Claimant Trust Beneficiaries to monetize and liquidate the assets of the HCMLP bankruptcy estate.¹ Plaintiffs have sought this information since June 2022, while HCMLP spent the last 18 months exhausting significant resources to keep the financial status of the estate out of the public eye. Ironically, in the interim, the litigation trustee voluntarily stayed his avoidance action, effectively acknowledging what Plaintiffs have been arguing – that there is more than enough money in the estate to pay all creditors with interest. This is consistent with the disclosure of the Pro-Forma Adjusted Balance Sheet (“Balance Sheet”)² in July 2023 evidencing that Plaintiffs are *in the money*³ after all creditors have been paid with interest.

2. At the same time, HCMLP and the Claimant Trust have blocked Plaintiffs (and have indicated an intent to continue to block them) from seeking relief to which they would otherwise be entitled, by contending without evidence that Plaintiffs have no standing because they are purportedly not “in the money” – *i.e.*, able or even likely to recover anything from the Claimant Trust.

3. Given Plaintiffs’ established interest and Defendants’ “heads-I-win, tails-you-lose” arguments, further disclosure of the estate’s financial status is warranted and required. As a result,

¹ Complaint to (I) Compel Disclosures About the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiffs’ Interests in the Claimant Trust (“Complaint”), Dkt. No. 1, at ¶¶ 1, 64.

² Bankr. Dkt. 3872 at p.5.

³ “In the money” is a colloquial term that has been used in this case to mean that the net assets of the Claimant Trust are sufficient to make it certain and/or likely that the Class 10 and/or 11 Claimholders will be entitled to payment from the estate.

Plaintiffs bring three claims in this adversary proceeding: Count One requests an accounting; Count Two requests a declaratory judgment regarding the value of the Claimant Trust assets; and Count Three requests a declaratory judgment and determination regarding the nature of Plaintiffs' interests in the Claimant Trust. These claims are necessary to rebut HCMLP and the Claimant Trust's continued disputation of the financial status of the estate.

4. Although the Balance Sheet disclosed the positive net value of the estate, HCMLP and the Claimant Trust continue to deny the estate's solvency and to block Plaintiffs' efforts to gain further insight into the financial condition of the estate — what assets are being sold and what expenses can be avoided. Plaintiffs are entitled to the information that will enable them to advocate to maximize recovery for former equity who are *in the money*.

5. Defendants' motion to dismiss should be seen in this light, and also viewed with skepticism due to the conflicts of interest, discussed below, that taint the decision-making of the Debtor and Claimant Trustee - who have a vested interest in obscuring the finances of Claimant Trust in order to justify keeping the estate open and maintaining lucrative positions for its administrators.⁴

6. Defendants engage in doublespeak when they argue that the disclosure of the Balance Sheet moots the Plaintiffs' claims, while also arguing that Plaintiffs cannot rely on the Balance Sheet because it reflects nothing more than alleged "estimates" and that market forces will cause variances. They cannot have it both ways.

7. Defendants also claim, albeit mistakenly, that Plaintiffs are collaterally estopped because the Bankruptcy Court already ruled in a separate proceeding that the Balance Sheet did not establish that Plaintiffs were *in the money*.⁵ Plaintiffs disagree with Defendants' interpretation of the Balance Sheet, the appealed conclusions and impact of the Court's order, and whether collateral

⁴ See paragraph 14 to 16 *infra*.

⁵ Dkt. 14 at ¶¶ 32-34; Order Denying Motion of Hunter Mountain Investment Trust Seeking Relief Pursuant to Federal Rules of Bankruptcy Procedure 7052, 9023, and 9024, Bankr. Dkt. 3936.

estoppel applies. The Court's order was not essential to the Court's determination on standing in those other proceedings. Furthermore, The Dugaboy Investment Trust ("Dugaboy") was not a party to those proceedings and, therefore, is not subject to collateral estoppel.

8. Plaintiffs' claims present ripe, justiciable controversies, and this Court has subject matter jurisdiction over Plaintiffs' claims. If Defendants' interpretation is wrong, then Plaintiffs have a right to protect their *in the money* status and to determine how the assets are currently being monetized and maximized for their benefit. If Defendants are correct in their interpretation of the data in the Balance Sheet, which they are not and for the sake of argument only, then Plaintiffs are still entitled to further investigate the current financial condition of the estate in light of continued litigation and monetization of assets. Either way, Plaintiff should be allowed to proceed with this action.

9. Thus, Defendants' Motion to Dismiss should be denied for several reasons. First, neither the Balance Sheet nor the Court's order denying reconsideration moot Counts One or Three. Second, Count Three does not seek an advisory opinion. Third, Count Three is not barred by collateral estoppel. Fourth, Count One sufficiently states a claim for an accounting. Lastly, Counts Two and Three sufficiently state a claim for declaratory judgment.

II. BACKGROUND

10. Dugaboy and Hunter Mountain Investment Trust ("HMIT") (collectively, "Plaintiffs") are documented holders of denominated Contingent Claimant Trust Interests that become Claimant Trust Beneficiaries after all creditors are paid in full.⁶ The Claimant Trust Agreement ("CTA")

⁶ Complaint to (I) Compel Disclosures About the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiffs' Interests in the Claimant Trust ("Complaint"), Dkt. No. 1, at ¶ 1, 58, 65.

evidences an intent that Plaintiffs become Claimant Trust Beneficiaries when Claimant Trust assets are sufficient to pay all lower ranked claims in full with interest.⁷

11. Defendants filed post-confirmation reports (dated October 21, 2022, January 24, 2023, and April 21, 2023) (“Post-Confirmation Quarterly Reports”) demonstrating that there is more than enough money in the estate to satisfy legitimate indemnity obligations and to otherwise pay Class 8 and 9 creditors in full.⁸ With more than \$100 million in assets remaining to monetize (not even counting related party notes), and almost \$550 million in assets already monetized, there is enough money to pay the \$387 million in allowed creditor claims.⁹ The Post-Confirmation Quarterly Reports for the first quarter of 2023 also show distributions of \$270,205,592 to holders of unsecured claims, which is 68% of the total value of allowed general unsecured claims of \$397,485,568.¹⁰ This amount is far greater than what was represented at the time of confirmation of the Plan.¹¹

12. Plaintiffs have previously sought additional financial information without success.¹² Specifically, Plaintiffs have asked for more granular information to allow an even more detailed evaluation to specifically identify all of the money raised and how it has been used and distributed, ***including at least a hundred million dollars not clearly accounted for***, based on the Defendants’ financial filings.¹³ But Defendants steadfastly refuse to provide this information.¹⁴ Instead,

⁷ *Id.* at ¶¶ 65-66.

⁸ *Id.* at ¶ 2. Under the Plan, General Unsecured Claims were classified as Class 8 and Subordinated Claims were classified as Class 9. *Id.* at ¶ 57. The Plan also classified HMIT’s Class B Limited Partnership Interest and Class C Limited Partnership Interest as Class 10 and Dugaboy’s Limited Partnership Interest as Class 11. *Id.* at ¶ 58.

⁹ *Id.* at ¶ 2.

¹⁰ *Id.* at ¶ 67.

¹¹ *Id.* at ¶ 67.

¹² *Id.* at ¶ 17.

¹³ *Id.* at ¶ 2.

¹⁴ *Id.* at ¶ 17.

Defendants argue that Plaintiffs are wrong – that Plaintiffs are *not in the money* – but Defendants do so without providing any documentation to support their position.

13. Unquestionably, the value of the estate, as held in the Claimant Trust, has significantly changed since Plan confirmation.¹⁵ Many of the estate’s major assets have been liquidated or sold since then, increasing the value of the estate, and many of the assets held by the estate have significantly increased in value, also increasing the value of the estate.¹⁶ But these current proceedings will enable Plaintiffs to further evaluate the current value of the estate, evaluate and protect the distributions to which Plaintiffs are entitled, and evaluate whether those who should be safeguarding the estate’s value are doing so rather than enabling continual waste. Meanwhile, the selective financial information that has been provided suggests that inappropriate self-dealing has occurred - which on its own justifies a full accounting.¹⁷

14. Likewise, Defendants have failed to provide an ongoing portrait of the estate’s finances. These current proceedings are therefore warranted so Plaintiffs and the bankruptcy court can know exactly what information is being utilized to stymie Plaintiffs’ efforts to challenge Defendants’ administration of the estate and Claimant Trust and Defendants’ attempts to justify unnecessary litigation by the estate against its own beneficiaries. The refusal to provide access to additional financial information is especially troublesome given the blatant conflict of interest that exists. James Seery is both the Claimant Trustee and the Trust Administrator of the Indemnity Subtrust (to whom the trustee of the Indemnity Subtrust answers).¹⁸ This creates an irresolvable conflict whereby Seery purports to have exclusive control over the Indemnity Subtrust—to the

¹⁵ *Id.* at ¶ 68.

¹⁶ *Id.* at ¶ 68.

¹⁷ *Id.* at ¶ 4.

¹⁸ See *Debtor’s Motion for Entry of an Order (I) Authorizing the (A) Creation of an Indemnity Subtrust And (B) Entry into an Indemnity Trust Agreement and (II) Granting Related Relief* [Bankr. Dkt. 2491] (the “Subtrust Motion”) at ¶ 21, pp. 8-9; Order approving the Subtrust Motion [Bankr. Dkt. 2599].

detriment of all Claimants and holders of Equity Interests. As the Trust Administrator of the Indemnity Subtrust, Seery directs administration of all aspects of the Indemnity Subtrust in his sole discretion.¹⁹ The sole beneficiaries of the Indemnity Subtrust are the Indemnified Parties as defined in Section 8.2 of the CTA and subject to its terms, including Seery himself.

15. Seery has the following duties under the Claimant Trust: a) pay the remaining Class 8 and 9 claims in full, b) file the GUC Certification, and c) vest the Class 10 and 11 Equity Interests.²⁰ In addition, he has the legal duty to do so timely and “not unduly prolong the duration of the Claimant Trust.”²¹ But because he is an Indemnified Party, subject to the terms of the CTA, Seery chooses to use the remaining assets of the Claimant Trust to both fund a cash reserve to the Indemnity Subtrust, reportedly now totaling \$50 million and, on top of that, create an additional “indemnity reserve” of some \$90 million²² in the Claimant Trust. Simply put, Seery has chosen (unilaterally and self-servingly) to dedicate the assets of the Claimant Trust to erect an “indemnity wall” in front of himself instead of using available funds consistent with his duties as the Claimant Trustee. These facts justify closer scrutiny of the Claimant Trust’s finances.

16. By concealing the details of the Claimant Trust, Seery, as Claimant Trustee, can continue to frustrate the Plan by refusing to pay Class 8 and 9 claims holders, refusing to file the GUC Certification confirming that Plaintiffs are *in the money*, and thereby render the treatment of all remaining constituents under the Plan, both claimants and former equity, illusory. All claimants, including the Plaintiffs, have a right and, given Defendants’ positions, a need to understand how the Claimant Trust is currently handling their money and interests.

¹⁹ See Subtrust Motion, Bankr. Dkt. 2491, at ¶ 21, pp. 8-9; CTA ¶ 6.1(a) which states that Claimant Trustee’s determinations concerning reserves for indemnification are “**not subject to the consent of the Oversight Board, may not be modified without the express written consent of the Claimant Trustee, and shall survive the termination of the Claimant Trustee**” (emphasis added).

²⁰ See CTA at ¶¶ 1.1(h), 1.1(aa), and 5.1.

²¹ See CTA at ¶¶ 2.2(b), 3.2(a), and 3.3(a).

²² Notice of Filing of the Current Balance Sheet of the Highland Claimant Trust, Bankr. Dkt. 3872 at Ex. A.

III. ARGUMENT

A. The Balance Sheet Does Not Moot Count One.

17. Defendants argue in their Motion that “Count one is moot in light of the Balance Sheet and must be dismissed for lack of subject matter jurisdiction under Rule 12(B)(1).” Motion at ¶ 24. Specifically, Defendants argue that the Balance Sheet, which was filed on July 6, 2023, and discloses financial information as of May 31, 2023, “shows the value of the Claimant Trust Assets, the Claimant Trust liabilities, and the potential equity value available for Claimant Trust Beneficiaries (assuming all Claimant Trust Assets are liquidated at current valuations and liabilities are fixed),” and has “thus eliminated the ‘actual controversy’ between the parties. Motion at ¶¶ 25-26. But they are wrong. The dispute remains ongoing, not the least of which because of *Defendants* contentions and arguments that the Balance Sheet is not conclusive.

18. Defendants themselves argued on April 24, 2023, a month before the as-of date on the Balance Sheet, that “Mr. Dondero and Hunter Mountain and Dugaboy keep telling the Court assets exceed liabilities. Assets exceed liabilities. And you know our position on that, Your Honor. They may; they may not.”²³ Defendants’ telling observation contradicts their mootness argument and—importantly—reinforces Plaintiffs’ claims for further disclosures. If the Balance Sheet provides all necessary information and is accurate, then it should be easy for Defendants to admit that holders of Contingent Claimant Trust Interests have vested into Claimant Trust Interests. If Defendants want to contest the logical conclusion drawn from the Balance Sheet—the only currently-available disclosure of its kind—then Defendants should be compelled to produce the financial information necessary to

²³ Apr. 24, 2023 Hrg. Trans., Bankr. Dkt. 3765, at 29:4 – 7.

support their position.²⁴ But Defendants refuse to do so. They instead ask this Court to rely on their ambiguous *ipsi dixits* without supporting proof.²⁵

19. Additionally, despite disclosing only the Balance Sheet, Defendants have argued that Plaintiffs should not rely on it. Taken as true, the Balance Sheet confirms Plaintiffs' *in the money* status. Nonetheless, Plaintiffs are entitled to more detailed information, particularly in light of Defendants' arguments disclaiming their own Balance Sheet.

20. For example, the information contained in the Balance Sheet provides information as of May 31, 2023, but estate administration is ongoing.²⁶ Defendants argue as much: the Balance Sheet specifically states that the information contained in it "is based on matters as they exist as of the date of preparation and not as of any future date."²⁷

21. Additionally, although the Balance Sheet assigns values to the Claimant Trust's assets and liabilities, it is unaudited and provides no detail regarding what is included in those values or how they were determined.²⁸ Thus, because there is no description of which assets have been sold or what value was realized as a result of those sales, there is no way to determine the current extent to which asset sales were materially mismanaged, causing Plaintiffs to be damaged. Further, there is no

²⁴ *In re Comu*, No. 09-38820-SGJ-7, 2014 WL 3339593, at *51 (Bankr. N.D. Tex. July 8, 2014), *aff'd*, *appeal dismissed sub nom. Comu v. King Louie Min., LLC*, 534 B.R. 689 (N.D. Tex. 2015), *aff'd sub nom. Matter of Comu*, 653 Fed. Appx. 815 (5th Cir. 2016) and *aff'd sub nom. Matter of Comu*, 653 Fed. Appx. 815 (5th Cir. 2016) (where this Court opined "Moreover, where [Debtor] remained silent about assets and material financial information, and 'chose to disclose material financial information *only* when directly asked or confronted with the truth,' his 'behavior justifies a presumption of fraud, as this is the essence of intent to deceive.' As the bankruptcy court in *In re Henley* pointed out, holding otherwise would send 'a dangerous message: that as long as a debtor eventually discloses his earlier omission, any earlier fraudulent intent is negated. In effect, this would mean that there are no consequences for a debtor's failure to make proper and timely disclosures.'" (citing *In re Henley*, 480 B.R. 708, 796 (Bankr. S.D. Tex. 2012)).

²⁵ For example, on May 1, 2023, "[t]he debtor's counsel asserted in oral argument that, based on all the [unspecified] record evidence, the debtor's assets would be completely depleted, likely in Class 8 — several classes higher than Dugaboy's priority class ..." *Matter of Highland Capital Management, L.P.*, No. 22-10960, 2023 WL 4861770, at *3 (5th Cir. July 31, 2023).

²⁶ Bankr. Dkt. 3872 at Exhibit A, p.5.

²⁷ *Id.* at p.6.

²⁸ *Id.* ("This presentation is not in accordance with US GAAP and is unaudited . . .").

information that would allow the parties or the Court to determine the reasonableness of all of the administrative costs that have been incurred to date and will be incurred in the future.²⁹ While the Balance Sheet certainly demonstrates that Plaintiffs are *in the money*, additional information is needed to make sure that the benefits which will flow to Plaintiffs are maximized and not wasted.

22. With respect to assets, there is no detail regarding the “Investments,” only a vague estimation that \$118 million of Investments exist. The Debtor filed an addendum to its March 31, 2023 Operating Report (Bankr. Dkt. 3757 at Addendum Item 5) (“Addendum”)³⁰ disclosing certain remaining assets, but even that is opaque. For example, the Addendum discloses “[p]ost-sale escrows” from “two private equity companies.”³¹ But there is no disclosure of which companies it refers to, the amounts of the escrows, the conditions precedent to the release of the escrows, or the anticipated timing.³² Additionally, the Debtor holds “direct or indirect interest in two private funds.”³³ But Debtor has not disclosed which funds. What are their respective liquidity rules? Have they been going up or down in value? The Debtor also lists “other misc.,” which includes “future revenue streams and receivables” without detail.³⁴ With respect to cash, while the Plaintiffs can estimate the estate’s cash balance, where that cash is sitting and what structural or accounting restrictions are in place on its use remain unclear. Finally, Plaintiffs do not have a current perspective on future cash flows, their amounts, and their probability of continuing.

23. With respect to liabilities, the Balance Sheet shows \$15 million in “[o]ther liabilities” and a purported adjustment of \$13 million *additional* “[o]ther liabilities.”³⁵ What is the basis for these

²⁹ Bankr. Dkt. 3872 at Exhibit A, p.5.

³⁰ Bankr. Dkt. 3757 at p. 15

³¹ *Id.*

³² *See, generally*, Addendum.

³³ Bankr. Dkt. 3757 at p. 15

³⁴ *Id.*

³⁵ Bankr. Dkt. 3872 at Exhibit A, p. 5.

liabilities? Are they owed to estate-affiliated parties that may be subject to negotiation or third-party service providers such as the office lease for which there really is no basis for negotiation? What is the payment deadline on these liabilities and is there interest running? What are the off-balance sheet “springing contingent liabilities” in Note 5 to the Balance Sheet?³⁶

24. Further, the Balance Sheet purports to make four “adjustments” totaling \$198 million in reduction in the value of the estate. While the notes explain the two asset-related “adjustments,” there is no explanation of the basis for and amount of the \$90 million “[a]dditional indemnification reserves” and the aforementioned \$13 million in “[o]ther liabilities.”

25. Financial statements of a company typically are comprised of a balance sheet, income statement, and a cash flow statement (also, if applicable, a Statement of Changes to Shareholder Equity). These collectively give a more detailed perspective of the company’s finances, including but not limited to regarding what expenses have been incurred to date and likely will need to be incurred into the future and what revenues likely will be generated. Even with a company in liquidation, it is important to understand what, if any, expenses would need to continue and what, if any, additional cash will be generated. This information is vital to any party seeking to wrap up the estate. Further disclosures are required to facilitate the important decisions necessary to resolve this estate that has been “liquidating” post-Effective Date for over two and a half years—with no end in sight.

26. Notably, Defendants have previously raised the above-stated issues to avoid reliance on the Balance Sheet—the very same document they now incredibly claim “moots” Plaintiffs’ Count One. Specifically, Defendants seek to disclaim any reliance on the Balance Sheet by stating that it is merely an estimate and *should not be relied upon by anyone*: “The information contained in this summarized consolidated balance sheet (the “Summary”) is based on estimates, and therefore should

³⁶ *Id.* at p. 6

not be relied upon, as actual results may differ materially from the estimates contained herein.”³⁷ But this is true gamesmanship. Defendants cannot provide estimates to claim that Defendants have received everything they need and then disclaim the reliability of that very same information. This classic doublespeak is precisely the type of “litigation posturing” that the Fifth Circuit warned about in *Fontenot v. McCraw*, 777 F.3d 741, 747-48 (5th Cir. 2015), when it stated that courts must give closer attention when a defendant claims to have mooted a case through the defendant’s “voluntary conduct,” as opposed to “official acts of third parties.”

27. Plainly, Defendants’ production of the Balance Sheet does not resolve Plaintiffs’ claims. The financial status of the Claimant Trust and whether/when Plaintiffs are entitled to distributions is an ongoing controversy as a result of the ongoing sale of assets and distributions. When there is an ongoing controversy, a case is not moot. *Franciscan All., Inc. v. Becerra*, 47 F.4th 368, 377 n.40 (5th Cir. 2022) (“if there is an ongoing dispute giving a plaintiff standing, the case is not moot.”); *Laza v. City of Palestine*, No. 6:17-CV-00533-JDK, 2021 WL 2856685, at *7 (E.D. Tex. July 8, 2021) (case is not moot because “[t]his controversy is ongoing and live . . . and Plaintiff has a concrete interest in the matter.”); *In re RE Palm Springs II, LLC*, No. 3:20-CV-3486-B, 2021 WL 3213013, at *3 (N.D. Tex. July 29, 2021) (“Thus, under § 363(m), the sale of the Property does not moot SRC’s appeal because there is an ongoing issue, which was properly preserved, as to whether HPS acted in good faith.”); *Friends of Lydia Ann Channel v. U.S. Army Corps of Engineers*, No. 2:15-CV-514, 2016 WL 6876652, at *6 (S.D. Tex. Nov. 22, 2016) (case is not moot because “[t]here are ongoing controversies”). In sum, Count One should not be dismissed because Defendants’ provision of information at one point in time, months ago, (the reliability of which Defendants have expressly disavowed) does not moot this ongoing controversy.

³⁷ Bankr. Dkt. 8372 at Exhibit A at p.6 (emphasis added).

B. The Court’s Order Denying Reconsideration Does Not Moot Count Three.

28. Defendants argue that Count Three, which seeks a declaration regarding that Plaintiffs’ Contingent Trust Interests are at least “likely to vest into Claimant Trust Interests, making them Trust Beneficiaries,” is moot because the Court purportedly already decided this issue. Motion at ¶ 27. Specifically, Defendants argue that Plaintiff HMIT’s Motion to Reconsider filed with respect to the Order Denying Leave, “incorrectly argued that the Pro Forma Adjusted Balance Sheet showed that HMIT’s Contingent Trust Interests were ‘in the money,’ and likely to vest, and that the Court subsequently found that Contingent Trust Interests are not ‘in the money.’” Motion at ¶ 27. Defendants claim that this eliminated any live controversy presented by Count Three. Motion at ¶ 28. Defendants are incorrect.

29. A case becomes moot when “an intervening event renders the court unable to grant the litigant any effective relief whatever.” *Franciscan All., Inc. v. Becerra*, 553 F. Supp. 3d 361, 368 (N.D. Tex. 2021); *see also DeOtte v. State*, 20 F.4th 1055, 1064 (5th Cir. 2021) (stating a case is moot when “any set of circumstances . . . eliminates [the] actual controversy after the commencement of a lawsuit”). However, “[a]s long as the parties have a concrete interest, however small, in the outcome of the litigation, the case is not moot.” *Franciscan All.*, 553 F. Supp. 3d at 368.

30. As the cases cited above demonstrate, an ongoing controversy, such as the one that exists here, cannot be mooted. This Court’s *dicta* that HMIT was not “*in the money*” at the time it issued its order is based on information that Defendants refuse to stand behind. It does not mean that HMIT is not “*in the money*” now nor does it mean that HMIT will never be “*in the money*.” And, finally, the order on which Defendants seek to rely is currently on appeal and may be overturned.³⁸

31. In sum, Plaintiffs have a concrete interest in a determination that its Contingent Trust Interests are effectively vested and this Court’s previous order does not eliminate that interest. Thus,

³⁸ Hunter Mountain Investment Trust’s Second Notice of Appeal, Bankr. Dkt. 3945.

Count Three is not moot and cannot be dismissed. Defendants' Motion should be denied because it is based on flawed legal arguments and misapprehends the nature of Plaintiffs' claims.

C. Count Three Does Not Seek an Advisory Opinion.

32. Defendants next argue that Count Three should be dismissed because it purportedly seeks an impermissible "advisory opinion," and, therefore, the Court does not have subject matter jurisdiction to rule on the claim.³⁹ Specifically, Defendants argue that Plaintiffs' requests for relief about whether they are or will be entitled to be paid are dependent on a number of unknown and contingent variables, rendering the request an "abstract determination" that is impermissible. Motion at ¶¶ 30-31.

33. "Although [d]eclaratory judgments cannot be used to seek an opinion advising what the law would be on a hypothetical set of facts . . . , declaratory judgment plaintiffs need not actually expose themselves to liability before bringing suit." *Frye v. Anadarko Petroleum Corp.*, 953 F.3d 285, 294 (5th Cir. 2019) (internal quotations omitted). "Basically, the question in each case is whether the facts alleged, under all the circumstances, show that there is a substantial controversy, between the parties having adverse legal interests, of sufficient immediacy and reality to warrant the issuance of a declaratory judgment." *Id.* (quotation omitted).

34. Here, Count Three is not dependent upon hypothetical facts. Count Three is only dependent upon a resolution of whether the "Claimant Trust assets exceed the obligations of the bankruptcy estate in an amount sufficient so that all Allowable Claims may be indefeasibly paid[.]"⁴⁰ Contrary to Defendants' argument, this does not require the Court to consider hypothetical future events like the outcome of the appeal in the Notes Litigation,⁴¹ future Claimant Trust expenses, or the

³⁹ Motion at ¶ 29.

⁴⁰ Complaint at ¶ 94.

⁴¹ *Highland Capital Management, L.P. v. Highland Capital Management Fund Advisors, L.P.*, et al, Case No. 21-cv-00881 (N.D. Tex.) at Dkt. 158 [App. 18-21].

nature and extent of indemnification obligations. Motion at ¶ 30. Instead, Count Three seeks a declaration that, at the time that this proceeding is decided, the Claimant Trust assets exceed the obligations of the bankruptcy estate such that Plaintiffs' Contingent Trust Interests are effectively vested. There is nothing "abstract" about this request. This is not an advisory opinion and the Court should reject Defendants' request to dismiss Count Three.

D. Count Three Is Not Barred by Collateral Estoppel.

35. Defendants next argue that Count Three should be dismissed because it is barred by the doctrine of collateral estoppel. Specifically, Defendants argue that the issue presented by Count Three, whether Plaintiffs' Contingent Interests are likely to vest, is purportedly the same issue already litigated in connection with HMIT's Motion to Reconsider. Motion at ¶ 33.

36. Collateral estoppel only applies if "(1) the issue at stake [is] *identical* to the one involved in the prior action; (2) the issue [was] actually litigated in the prior action; and (3) the determination of the issue in the prior action [was] *a necessary part of the judgment* in that earlier action." *Hacienda Records, L.P. v. Ramos*, 718 Fed. App'x 223, 228 (5th Cir. 2018) (emphases added). The Fifth Circuit has held that a previous decision is not "necessary" to the final judgment when it is "incidental, collateral, or immaterial to that judgment." *Hicks v. Quaker Oats Co.*, 662 F.2d 1158, 1168 (5th Cir. 1981) ("it has always been the rule that although an issue was fully litigated and a finding made on the issue in prior litigation, the prior judgment will not act as collateral estoppel as to the issue if the issue was not necessary to the rendering of the prior judgment, and hence was incidental, collateral, or immaterial to that judgment."). *See also OJSC Ukrnafta v. Carpatsky Petroleum Corp.*, No. CV H-09-891, 2018 WL 5921228, at *6-8 (S.D. Tex. Nov. 13, 2018) (same). But the issue raised in Count Three is neither identical to the issues litigated in connection with HMIT's Motion to Reconsider nor was it a necessary part of the Court's resulting order.

37. This Court’s prior decision does not address the current issue in dispute and certainly does not mean that HMIT (or somehow Dugaboy, who was not a party in those proceedings) is not “*in the money*” now, nor does it mean that HMIT (or Dugaboy) will never be “*in the money.*” Accordingly, the issue at stake (as well as the parties) are not identical and collateral estoppel does not apply.

38. This Court’s previous finding was not a necessary part of this Court’s decision on HMIT’s Motion for Leave or HMIT’s Motion to Reconsider. The Court initially denied HMIT’s Motion for Leave without any consideration of whether HMIT was “*in the money.*” Therefore, the issue of whether HMIT was “*in the money*” cannot have been a “necessary” part of the Court’s order. It also cannot be said to have been fully and fairly litigated, another prerequisite for collateral estoppel,⁴² because it was only able to be raised in a post judgment motion without discovery or a hearing.⁴³

39. Furthermore, the Court conceded that its dicta on whether HMIT was “*in the money*” was not necessary to its decision denying the Motion to Reconsider. Specifically, the Court found that there were no reasonable grounds to reopen the record based on the post-hearing financial disclosures because it believed that they were not materially different than the Post-Confirmation Reports filed by Debtor on April 21, 2023.⁴⁴ The Court went on to state that: “[s]o, to the extent HMIT is arguing that the ‘post-hearing financial disclosure filings’ are something akin to newly discovered evidence or otherwise a ground for a new hearing or altering findings, HMIT’s argument lacks merit. Moreover, even if this court were to consider the ‘post-hearing financial disclosure filings,’ the court disagrees

⁴² *In re USAA Gen. Indem. Co.*, 629 S.W.3d 878, 883 (Tex. 2021); *Diminico v. Lehman Bros.*, 84 F.3d 433, at *1 (5th Cir. 1996) (not designated for publication).

⁴³ *USAA*, 629 S.W.3d at 884.

⁴⁴ Order Denying Motion of HMIT Seeking Relief Pursuant to Federal Rules of Bankruptcy Procedure 7052, 9023, and 9024 (Bankr. Dkt. 3936) at pp. 2-3.

with HMIT's central argument that they demonstrate HMIT's contingent interest is 'in the money....'"⁴⁵ In other words, per the Court's words, the finding on which Defendants seek to rely was unnecessary dicta and not a basis for the application of collateral estoppel. *Hicks*, 662 F.2d at 1168. Accordingly, collateral estoppel does not apply and Count Three should not be dismissed.

E. Count One Sufficiently States a Claim for Disclosures of Claimant Trust Assets and Request for Accounting.

1. Plaintiffs have a legal right to obtain the information that they seek in this proceeding.

40. Defendants argue that Plaintiffs have no right to any financial information as a matter of law because they allegedly hold only Contingent Trust Interests and are not beneficiaries under the CTA. Motion at ¶¶ 38-41. According to Defendants, the language of the CTA makes clear that only current beneficiaries have rights to information under the CTA. Defendants are incorrect. Plaintiffs are intended (albeit contingent) beneficiaries of the Claimant Trust.

41. The Delaware Code does not define the term "beneficiary," but Delaware courts follow the RESTATEMENT (THIRD) OF TRUSTS,⁴⁶ which defines beneficiaries to include contingent beneficiaries:

Persons who are beneficiaries: in general. The "beneficiaries" of a trust are the persons or classes of persons, or the successors in interest of persons or class members, upon whom the settlor manifested an intention to confer beneficial interests (vested **or contingent**) under the trust, plus persons who hold powers of appointment (special or general) or have reversionary interests by operation of law. Also included are persons who have succeeded to interests of beneficiaries by assignment, inheritance, or otherwise.⁴⁷

42. Delaware courts routinely hold that, when interpreting undefined statutory terms, courts must give those terms a "reasonable and sensible meaning in light of their intent and purpose." *Angstadt v. Red Clay Consol. Sch. Dist.*, 4 A.3d 382, 390 (Del. 2010). In ascertaining the "reasonable

⁴⁵ *Id.* at p. 3.

⁴⁶ See, e.g., *In re Tr. Under Will of Flint for the Benefit of Shadek*, 118 A.3d 182, 195 (Del. Ch. 2015); *Tigani v. Tigani*, No. CV 2017-0786-KSJM, 2021 WL 1197576, at *14 (Del. Ch. Mar. 30, 2021), *aff'd*, 271 A.3d 741 (Del. 2022).

⁴⁷ RESTATEMENT (THIRD) OF TRUSTS, § 48 cmt. a (2003) (emphasis added).

and sensible meaning” of terms, Delaware courts rely on dictionaries as a source of interpretation. *See id.*

43. Black’s Law Dictionary defines “beneficiary” as, among other things, “[s]omeone who is designated to receive the advantages from an action or change . . . or to receive something as a result of a legal arrangement or instrument” and includes both “contingent beneficiar[ies]” and “direct beneficiar[ies]” within the definition without any qualification regarding their rights.⁴⁸ By contrast, Black’s distinguishes an “incidental beneficiary” as a “third-party beneficiary, who, though benefiting indirectly, is not intended to benefit from a contract and thus does not acquire rights under the contract.”⁴⁹ Nothing in the CTA indicates that Plaintiffs are merely “incidental beneficiaries.”

44. In light of the RESTATEMENT and the definition in Black’s Law Dictionary, it is reasonable and sensible to interpret the word “beneficiary” as used in Section 3327 of the Delaware statute to include contingent beneficiaries. Rules of statutory interpretation support this conclusion.

45. As the Delaware Supreme Court explained, a court “may not engraft upon a statute language which has been clearly excluded therefrom by the Legislature.” *Giuricich v. Emtrol Corp.*, 449 A.2d 232, 238 (Del. 1982) (citing *Wilmington Trust Co. v. Barry*, 338 A.2d 575, 578 (Del Super. Ct. 1975), *aff’d*, 359 A.2d 664 (Del. 1976)). If the Delaware Legislature had intended that only “vested” beneficiaries could bring an action to remove a trustee, as opposed to any beneficiary (whether residual or contingent), it would have so specified. In this case, the relevant statute—Del. Code Ann. tit. 12, § 3327—uses the term “beneficiary” without defining or limiting it. Accordingly, a court may not do what the Delaware Legislature refused to do by engrafting the term “vested” into the statute to qualify the term “beneficiary.”

⁴⁸ *Black’s Law Dictionary* (11th ed. 2019).

⁴⁹ *Id.*

46. Delaware courts refuse to read statutory language restrictively to exclude certain classes of beneficiaries. *See Estate of Tigani*, No. CV 7339-ML, 2016 WL 593169, at *14 (Del. Ch. Feb. 12, 2016) (holding that the “statute’s use of the general term beneficiary, without any language restricting the class of beneficiary to whom it refers, fairly encompasses a vested beneficiary subject to divestiture”); *Estate of Necastro*, No. C.A. 10,538, 1991 WL 29958, at *1 (Del. Ch. Feb. 28, 1991) (rejecting a “restrictive reading” of “beneficiary” under 12 Del.C. § 2302(d) and instead holding that “Exceptants [whom the parties characterized as “contingent beneficiaries”] have standing . . . based upon their indirect interest in a share of the estate through their status as beneficiaries of a testamentary trust”). In short, neither the applicable Delaware statute nor Delaware case law limits the term “beneficiary” to vested beneficiaries, to the exclusion of contingent ones.

47. Defendants argue, incorrectly, that the language of the CTA purportedly strips Plaintiffs of standing. In particular, Defendants argue that the CTA provides that holders of Contingent Trust Interests (including Plaintiffs) “shall not have any rights under this Agreement, unless and until the Claimant Trustee files with the Bankruptcy Court a certification that all GUC Beneficiaries have been paid indefeasibly in full, including, to the extent applicable, all accrued and unpaid post-petition interest consistent with the Plan and all Disputed Claims have been resolved (the ‘GUC Payment Certification’).”⁵⁰ They further argue that the agreement provides that “Equity Holders will be deemed ‘Beneficiaries’ under this Agreement only upon the filing of a GUC Payment Certification with the Bankruptcy Court.”⁵¹ But Delaware law makes clear that a trust agreement, however worded, may not strip the trustee’s duty of good faith and fair dealing and, importantly, the

⁵⁰ CTA, Bankr. Dkt. 3521-5 at § 5.1(c).

⁵¹ *Id.*

CTA does not disclaim any such duties.⁵² Here, observance of that duty precludes the argument that the language of the CTA destroys Plaintiffs' standing.

48. Under Delaware law, unless the governing trust agreement says otherwise, the trustee of a statutory trust has those duties set forth in common law, including the duties of loyalty, good faith, and due care. *See* Del. Code Ann. tit. 12, § 3809; *Rende v. Rende*, No. 2021-0734-SEM, 2023 WL 2180572, at *11 (Del. Ch. Feb. 23, 2023). And while a governing trust agreement may expressly disclaim these duties (although this one does not), Delaware law prohibits the elimination of the duty of good faith and fair dealing. *In re National Collegiate Student Loan Trusts Litigation*, 251 A.3d 116, 185-86 (Del. Ch. 2020) (“While parties may agree to waive default fiduciary duties, the DSTA forbids parties from eliminating the “implied contractual covenant of good faith and fair dealing.”) (citing Del. Code. Ann. tit. 12, § 3806(c)).

49. Here, the duty of good faith and fair dealing is particularly important where Plaintiffs' status as “beneficiaries” under the Agreement is purportedly dependent upon Mr. Seery's discretion to file a GUC Certification declaring them as such. “Stated in its most general terms, the implied covenant requires a party in a contractual relationship to refrain from arbitrary or unreasonable conduct which has the effect of preventing the other party to the contract from receiving the fruits of the bargain.” *Dunlap v. State Farm Fire and Cas. Co.*, 878 A.2d 434, 442 (Del. 2005) (internal quotations omitted).

50. As other RESTATEMENT jurisdictions have recognized, Mr. Seery's refusal to give the GUC Certification and recognize Plaintiffs vesting of Classes 10 and 11 warrants treating those classes as fully vested. “[V]esting cannot be postponed by unreasonable delay in distributing an estate and [...] when there is such delay, contingent interests vest at the time distribution *should* have been

⁵² The CTA is governed by Delaware law. *Id.* at § 11.10.

made.” *Estate of Cornell v. Johnson*, 367 P.3d 173, 178 (Idaho 2016) (emphasis added) (discussed in RESTATEMENT (SECOND) OF TRUSTS § 198 (1959)); *see also Edwards v. Gillis*, 146 Cal.Rptr.3d 256, 263 (Cal. Ct. App. 4 Dist., 2012) (“when there is [unreasonable] delay contingent interests vest at the time distribution should have been made.”).

51. As set forth above, the Claimant Trust had sufficient assets to pay unsecured creditors in Classes 8 and 9 in full with interest at least as early as May 2023, and in all probability as early as September 2022.⁵³ And the CTA requires Mr. Seery as Claimant Trustee to “make timely distributions and not unduly prolong the duration of the Claimant Trust.”⁵⁴ Had Mr. Seery fulfilled that mandate, he could and should have distributed remaining funds to Classes 8 and 9 in July 2023 at the latest, filed the GUC Certification with the Court, and begun distributing remaining assets to Classes 10 and 11. In short, Plaintiffs’ contingent interests *should have vested* many months ago. Therefore, the law treats Plaintiffs as Claimant Trust Beneficiaries regardless of the language of the CTA.

52. In sum, the Plan defines the “Contingent Claimant Trust Interests” to include the Claimant Trust Interests distributed to Holders of Class A, B, and C Limited Partnership Interests.⁵⁵ The CTA defines “Contingent Trust Interests” to be the contingent interests in the Claimant Trust to be distributed to the Class A, B, and C Limited Partnership Interests.⁵⁶ Finally, the CTA defines “Claimant Trust Beneficiaries to include Class A, B and C Limited Partnership Interests upon the filing of the GUC certification.⁵⁷ Class A, B and C Limited Partnership Interests are intentionally defined as contingent or secondary beneficial interests in the Plan and the CTA and are therefore not

⁵³ Two of the estate’s major private equity positions sold in May 2022, and the remaining largest positions sold in September 2022. The May 2022 assets were Cornerstone Healthcare Group [*see* App. 05-09] and MGM [*see* App. 01-04]. The September 2022 positions were CCS Medical [*see* App. 10-14] and Trussway [*see* App. 15-17].

⁵⁴ CTA, Bankr. Dkt. 3521-5 at § 3.2(a).

⁵⁵ *See* Plan at Art. I, § B, ¶ 44.

⁵⁶ *See* CTA ¶ 1.1(m).

⁵⁷ *Id.*, ¶¶ 1.1(h) and 5.1(c).

mere incidental or third-party beneficiaries.⁵⁸ Plaintiffs have standing and a right to seek the information that they request in their Complaint.

2. Plaintiffs' accounting claim is sufficient under Delaware and Texas law.

53. Defendants also argue that Count One must be dismissed to the extent it is treated as an equitable accounting claim. Motion at ¶ 43. Specifically, Defendants argue that an accounting is not a cause of action in equity but only an equitable remedy where a fiduciary may be compelled to provide an account for property subject to trust. Defendants further argue that here, the CTA governs the rights of the parties and does not provide Plaintiffs as holders of Contingent Trust Interests with any rights. Motion at ¶ 44. Defendants are wrong once again.

54. Initially, as explained immediately above, Plaintiffs have legal rights, including a right to an accounting that under Delaware law, including the Delaware Statutory Trust Act, as well as the CTA. Therefore, Count One is proper under Delaware law.

55. Alternatively, Plaintiffs are entitled to bring an accounting claim under Texas law. “Questions of substantive law are controlled by the laws of the state where the cause of action arose, but matters of remedy and procedure are governed by the laws of the state where the action is sought to be maintained.” *Wells Fargo Bank Texas, N.A. v. Foulston Siefkin LLP*, 348 F. Supp. 2d 772, 783 (N.D. Tex. 2004), *vacated on other grounds*, 465 F.3d 211 (5th Cir. 2006). Defendants assert that an action for an accounting “is an equitable remedy.” Motion at ¶ 43. Thus, Defendants arguments based on Delaware law are misplaced because the law of the state where the action is sought to be maintained, Texas, applies in this regard. Motion at ¶¶ 39–45.

56. Under Texas law, courts have jurisdiction over claims seeking to “determine the powers, responsibilities, duties, and liability of a trustee,” including “claims for a trust accounting.”

⁵⁸ See also *Memorandum Opinion and Order Pursuant to Plan “Gatekeeper Provision” and Pre-Confirmation “Gatekeeper Orders”*: Denying Hunter Mountain Investment Trust’s Emergency Motion for Leave to File Verified Adversary Proceeding, Bankr. Dkt. 3903, at p. 2.

Berry v. Berry, 646 S.W.3d 516, 527–28 (Tex. 2022). “Any interested person” may bring such a claim. *Id.* (citation omitted). An “interested person” includes a “beneficiary” as well as any other “person who is affected by the administration of the trust.” *Id.* at 528 (citation omitted). A “beneficiary” is “a person for whose benefit property is held in trust, regardless of the nature of the interest.” *Id.* (citation omitted). An “interest” includes “any interest, whether legal or equitable or both, present or future, vested or contingent, defeasible or indefeasible.” *Id.* (citation omitted). “Whether a person, excluding a trustee or named beneficiary, is an interested person may vary from time to time and must be determined according to the particular purposes of and matter involved in any proceeding.” *Id.* (citation and internal marks omitted).

57. In this case, the Plan created the Claimant Trust, which was established for the benefit of Claimant Trust Beneficiaries. Complaint at ¶ 64. “Claimant Trust Beneficiaries” include, by definition, “Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.” Complaint at ¶ 64. Plaintiffs are holders of those partnership interests. Complaint at ¶¶ 53–59. As explained above, because Plaintiffs are beneficiaries of the Claimant Trust, they may bring claims under Texas law against the Claimant Trust for a trust accounting.

58. Defendants argue that Plaintiffs cannot sue for an accounting because their interests are contingent. Motion at ¶ 38. But under Texas law, the holder of “any interest, whether legal or equitable or both, present or future, vested *or contingent*, defeasible or indefeasible,” as “may vary from time to time,” may bring a claim for an accounting against the trustee. *Hill v. Hunt*, No. CIV.A. 3:07-CV-2020-, 2009 WL 5178021, at *2 (N.D. Tex. Dec. 30, 2009) (citing Tex. Prop. Code § 111.004(6)).

59. Further, because Plaintiffs can request an accounting under Texas law, Defendants’ objection to Plaintiffs’ claims for declaratory relief necessarily fails because, contrary to Defendant’s

failed assertion, Plaintiffs have stated an underlying cause of action for the declaratory relief (an accounting). Motion at ¶¶ 46–47.

3. **Defendants have not adequately demonstrated that either Plaintiff has unclean hands.**

60. Defendants argue without authority that HMIT should be denied relief as a result of its “unclean hands.” Motion at ¶ 45. Defendants’ only support for this claim is a one-sentence reference to a currently pending lawsuit against HMIT, among others, for breach of a promissory note.⁵⁹ Not only was this lawsuit brought by a different party than those involved in this litigation, but Defendants fail to provide any evidence of any wrongdoing by HMIT (let alone Dugaboy) other than bald conclusory allegations in a complaint, let alone evidence of wrongdoing related to the allegations in this dispute.

F. **Counts Two and Three Sufficiently State a Claim for Declaratory Judgment.**

61. Defendants argue that Counts Two and Three, which seek declaratory relief, also fail to state a claim under Fed. R. Civ. P. § 12(b)(6) because they are based on Count One, and Count One is not a cognizable claim. Motion at ¶ 47. For the reasons discussed above, Count One does state a valid claim and therefore Counts Two and Three should not be dismissed.

62. Defendants also argue, without authority, that the value of the assets and liabilities of the Clamant Trust at any given point in time is irrelevant to whether Plaintiffs’ Contingent Trust Interests are likely to vest because the Contingent Trust Interests cannot vest until several conditions are satisfied, including the liquidation of assets and expenses being paid. Motion at ¶ 48. Specifically, Defendants argue that “until these and other critical variables are known, the financial information Plaintiffs seek in their Complaint is meaningless for purposes of determining ‘vesting’”⁶⁰ and therefore there is no controversy underlying these claims. Even if Defendants were correct, and they

⁵⁹ Motion at ¶ 45.

⁶⁰ *Id.* at ¶ 48.

are not, and these other variables must be determined first, the financial information sought by Defendants is exactly the information that will be necessary under the CTA to determine these variables and to determine when and how much Plaintiffs will be paid once these events occur. Defendants, of course, do not dispute this. In other words, it is nonsensical to claim that the requested information is “meaningless” just because the amounts payable to Plaintiffs may change in the future. The exact amounts do not need to be established at this time. The Court should decline Defendants’ request to dismiss Counts Two and Three.

IV. CONCLUSION

63. Wherefore, Plaintiffs respectfully request that the Court deny the Motion in its entirety and grant any further relief as the Court deems proper and just.

Respectfully submitted,

STINSON LLP

/s/Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

*Counsel for The Dugaboy Investment Trust and the
Hunter Mountain Investment Trust*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on December 29, 2023 a true and correct copy of this document was served electronically via the Court's CM/ECF system to the parties registered or otherwise entitled to receive electronic notices in this case.

/s/Deborah Deitsch-Perez _____

Deborah Deitsch-Perez

EXHIBIT 6

STINSON LLP

Deborah Deitsch-Perez
Michael P. Aigen
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
Telephone: (214) 560-2201
Facsimile: (214) 560-2203
Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

Counsel for Hunter Mountain Investment Trust

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

In re	§	
	§	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
	§	Case No. 19-34054-sgj11
Reorganized Debtor. ¹	§	
	§	

MOTION FOR LEAVE TO FILE A DELAWARE COMPLAINT

¹ The *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P., (As Modified)* [Dkt. No. 1808] (the “*Plan*”), filed by Highland Capital Management, L.P. (“*HCMLP*”) became effective on August 11, 2021 (the “*Effective Date*”).



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I. PRELIMINARY STATEMENT

1. Movant Hunter Mountain Investment Trust (“Movant”) seeks leave to file a complaint in Delaware Chancery Court seeking the removal of James P. Seery, Jr. (“Mr. Seery”) as Trustee of the Claimant Trust created pursuant to the plan of reorganization of Highland Capital Management, L.P. (“Highland” or the “Debtor”). Under applicable Delaware law, removal of a trustee is warranted when the trustee commits a breach of trust, substantially impairs the administration of the trust through the Trustee’s continued service, is unwilling or unable to perform his duties properly, or has hostility toward one or more beneficiaries that threatens efficient administration of the trust. As set forth below in greater detail, all four of these circumstances exist here.

2. Mr. Seery has breached his duties, including his duty of loyalty by using Claimant Trust assets to fund a separate indemnity sub-trust (to pay his own potential legal expenses – in a blatant conflict of interest) instead of using those assets to pay the claims of Claimant Trust beneficiaries. In addition, Mr. Seery is overtly hostile to Movant—the holder of Class 10 claims and the largest holder of Contingent Trust Interests under the Claimant Trust. Either of these circumstances alone justifies Mr. Seery’s removal, but the combination requires it. The attached proposed Delaware complaint states a “colorable” claim, and this Motion should be granted.

II. STATEMENT OF FACTS

A. Highland’s Plan Contemplated Orderly “Monetization” of Highland’s Assets, Payment of Eleven Classes of Claims, and Winding Up of Highland’s Business

3. The Bankruptcy Court entered an order (the “Confirmation Order”) confirming the Fifth Amended Plan of Highland Capital Management, L.P. (as Modified) (the “Plan”) on February 22, 2021.² In broad strokes, the Plan called for “the orderly wind-down of the Debtor’s estate,

² Confirmation Order, Dkt. 1943.

including the sale of assets and certain of its funds over time, with the Reorganized Debtor continuing to manage certain other funds, subject to the oversight of the Claimant Trust Oversight Board.”³

4. The Plan contemplated payment of 11 classes of claims. Classes 1 through 7 have already been paid. The remainder are: Class 8, comprising general unsecured claims, of which 93% of allowed claims have been paid;⁴ Class 9, comprising subordinated claims; Class 10, comprising Class B/C limited partnership interest claims; and Class 11, comprising Class A limited partnership interest claims.⁵ Highland’s former equity holders were assigned Class 10 and 11 claims. Movant Hunter Mountain Investment Trust is the only holder of Class 10 claims and owner of the lion’s share of the residual equity in Highland.⁶

5. The Plan contemplated that all of Highland’s assets would be managed through three entities: (1) a Claimant Trust, (2) a Litigation Sub-Trust, and (3) the Reorganized Debtor.⁷ The Claimant Trust was tasked with administering “Claimant Trust Assets” and serving as the Reorganized Debtor’s limited partner.⁸ The Litigation Sub-Trust, a sub-trust of the Claimant Trust, was tasked with pursuing “Estate Claims.”⁹ And the Reorganized Debtor was tasked with

³ *Id.*, ¶ 2.

⁴ *See* Dkts. 3956 at p. 7 and 3757 at p. 13.

⁵ *See* Plan, Ex. A to Dkt. 1943, at Art. III, §§ B, H.

⁶ *See* Plan at Art. I, § B, ¶¶ 34-36.

⁷ *See* Plan at Art. IV, § A.

⁸ The Plan defines “Claimant Trust Assets” to mean all assets of the estate that are not “Reorganized Debtor Assets,” including all causes of action, available cash, proceeds realized from such assets, any rights of setoff or recoupment and other defenses with respect to such assets, any assets transferred to the Claimant Trust by the Reorganized Debtor, the limited partnership interests in the Reorganized Debtor, and the ownership interests in the Reorganized Debtor’s new general partner. *See* Plan at Art. I, § B, ¶ 26.

⁹ *See* Plan at Art. IV, § A. The Plan defines “Estate Claims” to mean “any and all estate claims and causes of action against [James] Dondero, [Mark] Okada, other insiders of the Debtor, and any of their related entities, including any promissory notes held by any of the foregoing. Plan at Art. I, § B, ¶ 60; Dkt. 354, Ex. A at p. 4 (defining “Estate Claims” to mean “claims and causes of action against Mr. Dondero, Mr. Okada, other insiders of the Debtor, and each of the Related Entities, including any promissory notes held by any of the foregoing.”).

administering the “Reorganized Debtor Assets” and managing the wind down of the “Managed Funds.”¹⁰

B. The Confirmation Order and the Plan Contemplated the Creation of a Claimant Trust Managed by Mr. Seery under the Supervision of an Oversight Board

6. The confirmed Plan contemplated the creation of a “Claimant Trust,” to be created pursuant to a separate Claimant Trust Agreement, the “CTA.”¹¹ According to the Bankruptcy Court, the whole reason for the Claimant Trust was to “manage and monetize the Claimant Trust Assets for the benefit of the Debtor’s economic stakeholders.”¹² The Court further observed that, upon full payment of allowed claims, the Claimant Trust contemplated that “any residual value would then flow to the holders of Class 10 (Class B/C Limited Partnership Interests), and Class 11 (Class A Limited Partnership Interests).”¹³

7. Beneficiaries of the Claimant Trust are termed “Claimant Trust Beneficiaries,” a term defined to mean (1) holders of allowed general unsecured claims, (2) holders of allowed subordinated claims, and upon certification by the Claimant Trustee that holders of allowed general unsecured and allowed subordinated claims have been paid in full with interest, and (3) holders of allowed Class A and B/C limited partnership interests.¹⁴ Notably, the CTA repeatedly instructs that the Claimant Trustee is to act “with a view toward maximizing value in a reasonable time” for the purpose of

¹⁰ See Plan at Art. IV, § B. The Plan defines “Reorganized Debtor Assets” to mean “any limited and general partnership interests held by the Debtor, the management of the Managed Funds and those Causes of Action (including, without limitation, claims for breach of fiduciary duty), that, for any reason, are not capable of being transferred to the Claimant Trust.” Plan at Art. I, § B, ¶ 115. The Plan defines “Managed Funds” to mean Highland Multi-Strategy Credit Fund, L.P., Highland Restoration Partners, L.P., and any other investment vehicle managed by Highland pursuant to an executory contract. Plan at Art. I, § B, ¶ 84.

¹¹ See Plan at Art. IV, § B.

¹² See Confirmation Order, Dkt. 1943, at ¶ 2.

¹³ *Id.* at ¶ 42(c).

¹⁴ See CTA, Dkt. 3521-5, at ¶ 1.1(h).

distributing the Claimant Trust assets to Claimant Trust Beneficiaries.¹⁵ Consistent with the Confirmation Order’s description of the Plan’s waterfall, upon paying the holders of claims in Classes 1-9 in full with interest, the Claimant Trustee is obligated to file with the Bankruptcy Court a certification (called the “GUC Certification” in the CTA) deeming holders of Class A, B, and C limited partnership interests (*i.e.*, Class 10 and 11 claims holders) “Beneficiaries” of the CTA with entitlement to distributions of residual assets under the terms of the CTA.¹⁶

8. Under the Plan, Mr. Seery is the designated Claimant Trustee tasked with the obligation to oversee the administration and distribution of Claimant Trust Assets to unsecured claims and equity interests represented by Classes 8 through 11.¹⁷ Importantly, both the Confirmation Order and the Plan contemplated that Mr. Seery’s management of the Claimant Trust would be supervised by a five-member committee (comprised of at least two disinterested members), referred to in the CTA as the “Oversight Board.”¹⁸

9. In its Confirmation Order, the Bankruptcy Court described the Oversight Board’s role and its membership at some length. According to the Court, “[t]he Claimant Trust, the Claimant Trustee, the management and monetization of the Claimant Trust Assets, and the management of the Reorganized Debtor...**will all be managed and overseen by the Claimant Trust Oversight Committee.**”¹⁹ In terms of the Board’s membership, the Court explained that the members of the Unsecured Creditors Committee (“UCC”) had volunteered to serve as the initial members of the

¹⁵ *Id.* at ¶ 2.3(b)(viii); *see also id.* at ¶ 2.3(b)(i) (Claimant Trustee must act “in an expeditious but orderly manner with a view toward maximizing value”), ¶ 3.2(a) (“Claimant Trustee shall, in an expeditious but orderly manner, monetize the Claimant Trust Assets, make timely distributions and not unduly prolong the duration of the Claimant Trust.”).

¹⁶ *Id.* at § 5.1(c).

¹⁷ *See* Plan, Ex. A to Dkt. 1943, at Art. I, § B, ¶ 28 and Art. IV, § B.1.

¹⁸ *See Id.* at Art. IV, § B.2; CTA, ¶¶ 1.1(II), 4.1. Despite the CTA’s mandate that the Oversight Board “shall” be comprised of at least two disinterested members, the initial Board’s makeup consisted of four members of the UCC and only one disinterested member, David Pauker. *See id.*, ¶ 1.1(II).

¹⁹ *See* Confirmation Order, Dkt. 1943, at ¶ 42(a) (emphasis added).

Oversight Board.²⁰ The Confirmation Order goes on to discuss in detail the initial members and their qualifications to serve.²¹ In approving their appointment, the Court emphasized Mr. Seery’s testimony that “he believe[d] the selection of the . . . members of the Claimant Trust Oversight Board [was] in the best interests of Debtor’s economic constituents.”²² Plainly, the Court believed that a five-member Board would oversee Mr. Seery’s conduct as Claimant Trustee to ensure that the Plan would be fully performed.

10. The Plan likewise contemplated that the five-member Oversight Board would supervise Mr. Seery’s monetization of Claimant Trust assets and his management and distribution of those assets after monetization. Indeed, the Plan expressly stated that the Oversight Board would oversee “the management and monetization of the Claimant Trust Assets, [] the management of the Reorganized Debtor . . . and the Litigation Sub-Trust . . . , subject to the terms of the Claimant Trust Agreement.”²³ The CTA, in turn, provides that the Oversight Board “shall,” among other things: (1) “consult with and advise the Claimant Trustee and Litigation Trustee as to the administration and management of the Claimant Trust and the Litigation Sub-Trust;” and (2) “oversee, review, and govern the activities of the Claimant Trust, including the Litigation Sub-Trust, and the performance of the Claimant Trustee and Litigation Trustee.”²⁴ The CTA further limits the Claimant Trustee’s power to undertake certain actions without “vote of a simple majority of the Oversight Board pursuant to the notice and quorum requirements” of the Agreement.²⁵ Thus, the Claimant Trustee should consult the Oversight Board before terminating or extending the term of the Claimant Trust, litigating or settling any “Material Claims,” selling or monetizing certain assets, including Reorganized Debtor

²⁰ *Id.* at ¶ 8.

²¹ *Id.* at ¶ 44.

²² *Id.* at ¶ 42.

²³ *See* Plan, Ex. A to Dkt. 1943, at Art. IV, § B.2.

²⁴ CTA, Dkt. 3521-5, at ¶ 4.2(a).

²⁵ *Id.* at ¶ 3.3(b).

assets valued at greater than \$3 million, making certain cash distributions to Claimant Trust Beneficiaries, making distributions on “Disputed Claims,” reserving cash or cash equivalents to meet contingent liabilities (including indemnification obligations), borrowing, investing Claimant Trust assets, changing the Claimant Trustee’s compensation, or retaining certain counsel, experts, advisors, or other professionals.²⁶ In other words, the Oversight Board, as originally conceived, was contemplated to have a substantial governance role in the day-to-day activities of the Claimant Trust and the Claimant Trustee.

11. In its September 7, 2022 opinion, confirming the Plan in part, the Fifth Circuit likewise observed that, “[t]he whole operation is overseen by a Claimant Trust Oversight Board (the “Oversight Board”) comprised of four creditor representatives and one restructuring advisor.”²⁷ Notably, in the same opinion, the Fifth Circuit struck down a provision of the Plan purporting to exculpate from liability parties other than Highland, the UCC and its members, and the three independent directors appointed to manage Highland during bankruptcy, holding that broader exculpation was inconsistent with 11 U.S.C. § 524(e).²⁸ In short, the Fifth Circuit refused to exculpate Mr. Seery for actions taken in his role as Claimant Trustee and expressed the understanding that his post-confirmation conduct as Trustee of the Claimant Trust would be affirmatively overseen by an independent Oversight Board.

C. The Plan Did Not Contemplate, but the Court Subsequently Approved, the Creation of an Indemnity Subtrust

12. One entity the Plan did not contemplate was an indemnity sub-trust designed to cover potential post-confirmation claims against estate professionals. Instead, Mr. Seery testified

²⁶ *Id.* at ¶ 3.3(b)(i)-(xii).

²⁷ *Matter of Highland Capital Management, L.P.*, 48 F.4th 419, 427 (5th Cir. 2022).

²⁸ *Id.* at 438. Nor is Mr. Seery exculpated for “any acts or omissions...arising out of or related to acts or omissions that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct.” Confirmation Order, Dkt 1943, at ¶ Y.

extensively during the hearing on Plan confirmation that Highland would obtain director and officer (“D&O”) insurance to cover any claims against or liabilities imposed on those individuals charged with implementing the Plan. Indeed, one of the conditions to the Plan becoming effective was “the Debtor obtaining D&O Insurance acceptable to the Debtor, the Committee, the Claimant Trust Oversight Committee, and the Litigation Trustee.”²⁹ Nonetheless, four months after Plan confirmation, Highland filed a motion with the Bankruptcy Court seeking authorization to create a new “Indemnity Subtrust” designed to maintain an indemnity trust account with a balance of “not less than \$25 million” that would conditionally indemnify post-confirmation professionals “in lieu of obtaining D&O insurance.”³⁰

13. The parties to be conditionally indemnified under the Indemnity Subtrust include Mr. Seery as Claimant Trustee, the Oversight Board and its members (described below), their professionals, the Litigation Trustee, the Reorganized Debtor and its partners, members, directors, and officers, and the new general partner of the Reorganized Debtor and its partners, members, directors, and officers (including Mr. Seery).³¹ In support of the Subtrust Motion, Mr. Seery testified that he and other post-confirmation management “intend[ed] to look for insurance coverage that would appropriately replace the Indemnity Trust if that’s a more efficient vehicle.”³² Over various objections, the Court granted Highland’s Subtrust Motion on July 21, 2021.³³

²⁹ See Motion for Entry of an Order (I) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (II) Granting Related Relief (the “Subtrust Motion”), Dkt. 2491 at ¶ 13.

³⁰ *Id.* at ¶¶ 21, 26.

³¹ See *id.* at ¶ 18 n.8; see also CTA, Dkt. 3521-5 at § 8.2.

³² July 19, 2021 Hearing Transcript, Dkt. 2598 at 45:14-25.

³³ Order Approving Debtor’s Motion for Entry of an Order (I) Authorizing the (A) creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (II) Granting Related Relief, Dkt. 2599.

14. The Subtrust Motion identified Mr. Seery as the “Indemnity Trust Administrator.”³⁴ In his capacity as Administrator, Mr. Seery was given total control of the administration of the Indemnity Subtrust:

...For any action contemplated or required in connection with the operation of the Indemnity Trust, and for any guidance or instruction to be provided to the Indemnity Trustee, **such function, rights and responsibility shall be vested in the Indemnity Trust Administrator, and the Indemnity Trustee will take written directions from the Indemnity Trust Administrator**, in such form specified in the Indemnity Trust Agreement and otherwise satisfactory to the Indemnity Trustee.³⁵

And although Highland’s motion assured the Court that “[b]eneficiaries will not be involved in or have any rights with respect to the administration of the Indemnity Trust or have any right to direct the actions of the Indemnity Trustee with respect to the Indemnity Trust or the assets held in the Indemnity Trust Account,” Highland carved out Mr. Seery (to the extent he is acting in his capacity as Indemnity Trust Administrator) from that exclusion.³⁶

D. Despite Governance Protections Contained in the Confirmation Order, the Plan, and the CTA, with Regard to Indemnification Issues, Mr. Seery Operates with Unfettered Discretion and without Supervision of the Contemplated Oversight Board

15. Notwithstanding that creditor constituencies voted to support, and the Bankruptcy Court approved, the Plan, understanding that there would be a partially independent, five-member Oversight Board supervising the monetization and distribution of estate assets, that contemplated governance structure has long since been ignored and has failed to safeguard the Claimant Trust. The representations in the Plan, the findings by this Court, and the belief of the Fifth Circuit that Mr. Seery’s conduct as Claimant Trustee would be affirmatively overseen to assure that the Plan would be fully performed, are – at least as to the appropriate use of funds and indemnification -- all false.

³⁴ See Subtrust Motion, Dkt. 2491, at ¶ 21 under “Indemnity Trust Administrator” on p. 8.

³⁵ *Id.* (emphasis added) under “Governance of the Indemnity Trust” on p. 9.

³⁶ *Id.* (emphasis added).

16. The five-member Board no longer exists. Instead, the Board is comprised of two claims buyers (and current Claimant Trust Beneficiaries)—Muck Holdings and Jessup Holdings—and one ostensibly disinterested member, Richard Katz,³⁷ about whom no information demonstrating independence was provided with his appointment.³⁸ Although the CTA mandates that the Board includes two disinterested members, there has only ever been Mr. Katz. That contrivance creates potential governance problems. For example, the Board must in many instances approve actions undertaken by the Claimant Trustee by a “majority” vote.³⁹ But if any Board member has a conflict or *potential* conflict of interest with respect to an issue at hand (including, without limitation, a pecuniary interest in the issue), then the conflicted member cannot vote.⁴⁰ In the case of the current three-member Board, any potential conflict of interest thus derails a majority vote and precludes the Board from approving actions contemplated by the Claimant Trustee.

17. Even without this governance problem, contrary to the impression left by the provisions of the Plan discussed above,⁴¹ the Claimant Trust lacks the requisite safeguards to prevent abuse by the Claimant Trustee. That has proven particularly problematic when it comes to the Claimant Trust’s indemnity obligations. Specifically, the CTA states:

Notwithstanding anything to the contrary contained herein, the Claimant Trustee shall distribute to the holders of Trust Interests at least annually the Cash on hand net of any amounts that...(d) are necessary to satisfy or reserve for other liabilities incurred or anticipated by the Claimant Trustee in accordance with the Plan and this Agreement (**including, but not limited**

³⁷ While Movants have little to go on, if Mr. Katz is the Richard Katz of Torque Point Advisors, he may have interacted with Mr. Seery while he was at Lehman Brothers. *See* TORQUE POINT ADVISORS, <https://www.torquepointllc.com/> (last visited Dec. 20, 2023) (involved in restructuring of Lehman Brothers Holdings Inc.) and Jim Seery, LINKEDIN, (listing Lehman Brothers, 1999-2009) [App. 110-112]. Furthermore, the Claims Purchasers, Muck and Jessup are proposed defendants, together with Mr. Seery and others, in a separate proposed adversary proceeding involving allegations of use of material non-public information. As such, Movant has alleged that at least two members of the Oversight Board are in an alleged conspiracy with Mr. Seery. *See* Hunter Mountain Investment Trust’s Emergency Motion for Leave to File Verified Adversary Proceeding, Dkt. 3816.

³⁸ *See* Notice of Appointment of Members of the Oversight Board of the Highland Claimant Trust, Dkt. 2801.

³⁹ *See* CTA, Dkt. 3521-5 at §§ 3.3(b)(i)-(xii), 3.4, 3.8, 3.9, and 4.6(a).

⁴⁰ *See id.* at § 4.6(c).

⁴¹ *See* notes 18 to 28 *supra* and accompanying text.

to, indemnification obligations and similar expenses in such amounts and for such period of time as the Claimant Trustee determines, in good faith, may be necessary and appropriate, which determination shall not be subject to consent of the Oversight Board, may not be modified without the express written consent of the Claimant Trustee, and shall survive the termination of the Claimant Trustee)....⁴²

18. In other words, Mr. Seery, both as the Claimant Trustee and as the Indemnity Trust Administrator, effectively has the sole authority to reserve for potential indemnification obligations *without any* Oversight Board or other supervision. This is problematic because Mr. Seery (both as claimant Trustee and as the owner of the Reorganized Debtor's general partner) is one of the principal indemnified parties who stand to benefit from the funding of the indemnification reserve. That means Mr. Seery has a vested financial interest in all decisions he makes regarding the indemnification reserve, including how much to reserve and whether to pay out of the reserve to indemnified parties, including himself. Mr. Seery's unfettered right over the Indemnity Sub-Trust is a material deviation from the Plan: while the Plan always contemplated a conditional indemnification right to certain parties, such right was to be supervised by the Oversight Board. Not only has the Oversight Board with its mechanism for independent members been removed from the supervision of the indemnification *res*, but the sole party with authority over the indemnification *res*, Mr. Seery, is conflicted.

E. Mr. Seery Has Used the Indemnification Reserve to Avoid Paying Creditors in Full and to Benefit Himself

19. Mr. Seery has used the Claimant Trust and the Indemnity Subtrust to his own pecuniary advantage. The Claimant Trust now has more than sufficient assets to pay holders of Classes 8 and 9 in full with interest with surplus available to former equity. Yet it has failed to do so, despite the mandate of the CTA that Mr. Seery act expeditiously to maximize value for Claimant Trust Beneficiaries. Instead, he has been funding an increasingly sizeable indemnification reserve

⁴² CTA, Dkt. 3521-5 at § 6.1(a) (emphasis added).

without any discernable justification other than as a subterfuge for avoiding certifying that holders of Class 10 and 11 claims (including Movant) are Claimant Trust Beneficiaries.

20. Based on a consolidated balance sheet filed on July 6, 2023, the Claimant Trust has about \$250 million in assets (of which an estimated \$180 million is cash) and, at that time, only about \$126 million in remaining non-Dondero-related Class 8 and 9 claims.⁴³

Highland Claimant Trust			
Summarized Consolidated Balance Sheet ⁽¹⁾			
As of May 31, 2023			
The accompanying notes are integral to understanding this balance sheet			
(Estimated and unaudited, \$ in millions)			
	Balance per books	adjustments (see notes)	Adjusted balance
Assets			
Cash and equivalents	\$ 13	\$ -	\$ 13
Disputed claims reserve ⁽²⁾	12	-	12
Other restricted cash	12	-	12
Investments ⁽³⁾	118	(12) ⁽⁶⁾	106
Notes receivable, net ⁽⁴⁾	86	(83) ⁽⁴⁾	3
Other assets	6	-	6
Total assets	\$ 247	\$ (95)	\$ 152
Liabilities			
Secured and other debt	\$ -	\$ -	\$ -
Distribution payable ⁽⁷⁾	12	-	12
Additional indemnification reserves	-	90 ⁽⁸⁾	90
Other liabilities	15	13 ⁽⁵⁾	28
Total liabilities ⁽⁵⁾	\$ 27	\$ 103	\$ 130
Book/adjusted book equity (see accompanying notes) ⁽⁹⁾	220	(198)	22
Total liabilities and book/adjusted book equity	\$ 247	\$ (95)	\$ 152
Supplemental Info: ⁽⁷⁾			
Sum of remaining allowed Class 8 Trust Beneficiaries, excluding interest	\$ 27		
Sum of remaining allowed Class 9 Trust Beneficiaries, excluding interest	99		
Sum of face amount of pending Class 8/9 potential Trust Beneficiaries, excluding interest	13		
Sub-total	\$ 139		

21. Since that time, the Post-Confirmation Reports for the period ending September 30, 2023 reflect that an additional \$14,361,077 has been paid to GUCs, with \$6,805,592 being paid to GUC Classes 6 and 7, leaving a balance of \$119,222,451 remaining in Class 8 and 9 claims (subtracting the total “Paid Cumulative” from the “Total Allowed” amounts as reflected on page 7 of those Reports and adding in the amounts paid to GUC Classes 6 and 7).⁴⁴ The Reports do not disclose

⁴³ Notice of Filing of the Current Balance Sheet of the Highland Claimant Trust, Dkt. 3872 at Ex. A. The Claimant Trust’s asset balance is exclusive of any recovery on litigation against dozens of defendants by Marc S. Kirschner, the Trustee of the Litigation Sub-Trust (the “Kirschner Action”).

⁴⁴ See Amended Post-Confirmation Reports of Reorganized Debtor and of the Highland Claimant Trust, Dkts. 3955 and 3956.

the current cash position of the Claimant Trust. Cash may have increased or decreased. But in the worst case, adjusting the cash from amounts shown in the May 31, 2023 Balance Sheet by the amount paid out to Classes 8 and 9, the Trust still has cash of at least \$165 million, and remaining Class 8 and 9 claims that now total less than \$120 million.

22. Notably, the Claimant Trust’s balance sheet assets do not include a fully cash-funded at least \$35 million indemnity account (reportedly now \$50 million) that presumably may be used to pay creditors in the event it is not consumed by the estate’s professionals.⁴⁵ In addition, to reduce the Claimant Trust’s book value, Highland purports to add “non-book” adjustments to the balance sheet. One such adjustment gives zero asset value to certain notes payable by Mr. Dondero and his alleged affiliates.⁴⁶ However, \$70 million of those notes are now fully bonded by cash deposited in the registry of the District Court.⁴⁷

23. Another accounting “adjustment” creates a \$90 million “additional indemnification reserve,” on top of the at least \$35 (or \$50) million cash indemnity reserve, with no explanation.⁴⁸ Indeed, were it not for the at least \$125-140 million in inappropriate indemnity reserves—which is \$100 million more than Debtor originally proposed it would need in insurance coverage when it sought approval of the Indemnity Subtrust—Highland’s creditors could have been paid, the estate closed, and the residual estate returned to equity months if not years ago.

⁴⁵ See Notice of Filing of the Current Balance Sheet of the Highland Claimant Trust, Dkt. 3872 at Ex. A, Note 1. The information provided does not make it clear whether the \$90 million reserve is reduced by the \$15 million increase in the Indemnity Sub-Trust.

⁴⁶ *Id.* at Ex. A.

⁴⁷ See Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals, Dkt. 149; Notices of Bonding, Case No. 3:21-cv-00881-X (N.D. Tex.), Dkts. 151, 152, 160-162 [App. 039-078].

⁴⁸ See Notice of Filing of the Current Balance Sheet of the Highland Claimant Trust, Dkt. 3872 at Ex. A.

24. As the Post-Confirmation Reports reveal, all of the administrative claims, secured claims, and priority claims have been paid in full.⁴⁹ Thus, as a practical matter, the Claimant Trust could pay the Class 8 and 9 claims in full with interest, Mr. Seery could file the GUC Certification,⁵⁰ and Movant (along with other Holders of Class A, B, and C of limited partnership interests) would become a fully vested Claimant Trust Beneficiary under the terms of the CTA.⁵¹ All of these steps could be, and indeed, should have been, completed without any interference from the Indemnity Subtrust Administrator.

25. The failure to pay creditors has had a material impact on the Movant and other Holders of Class A, B, and C of limited partnership interests. In the first nine months of 2023, Debtor and the Claimant Trust accumulated \$48,447,234 in (undisclosed) expenses,⁵² for an average of \$5.4 million per month. Even after the voluntary stay of the *Kirschner* litigation, which appears to have been a significant cost-driver, the Debtor and the Claimant Trust have continued to accumulate \$4.6 million per month in expenses. While monies to pay Class 8 and Class 9 Claims remain unimpaired, cash to pay the former equity holders continues to disappear as undisclosed expenses.

26. As explained below in greater detail, the proposed Delaware Complaint sets forth claims that are both plausible under federal pleading standards⁵³ and “colorable” under this Court’s articulated gatekeeping standard.

⁴⁹ See Amended Post-Confirmation Reports of Reorganized Debtor and of the Highland Claimant Trust, Dkts. 3955 and 3956.

⁵⁰ See CTA, Dkt. 3521-5 at §§ 1.1(aa), 5.1(c).

⁵¹ See *id.*, §§ 1.1(h), 5.1.

⁵² See Dkt. 3756, 3757, 3888, 3889, 3955, and 3956 (showing Claimant Trust expenditures of \$60,421,756 and Debtor expenditures of \$37,430,919 in Q1 – Q3 2023, then subtracting out \$29,405,441 in distributions to creditors and \$20 million presumably added to the Indemnity Sub-Trust).

⁵³ *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007) (holding a plaintiff must plead “enough facts to state a claim to relief that is plausible on its face” in order to survive a motion to dismiss pursuant to Rule 12(b)(6)).

III. ARGUMENT

A. The Proposed Complaint Alleges a Colorable Claim That Mr. Seery Should be Removed as Claimant Trustee

27. According to this Court, to state a “colorable” claim under the gatekeeping provision of the Plan (the “Gatekeeper Provision”), a moving party must do more than allege a “plausible” claim for relief—the standard applied by federal district courts in deciding whether a claim can proceed under Federal Rule of Civil Procedure 12(b)(6).⁵⁴ Instead, a movant in this Court must survive an “*additional level of review*.”⁵⁵ Specifically, the movant bears the “burden of making a prima facie case that its proposed claims are *not without foundation*, are *not without merit*, and are *not being pursued for any improper purpose such as harassment*.”⁵⁶ And in deciding whether the movant has met this prima facie burden, the Court “may, and should, take into consideration its *knowledge* of the *bankruptcy proceedings* and *the parties* and any additional evidence presented at the hearing on the Motion for Leave.”⁵⁷ The Court termed this new standard the “Gatekeeper Colorability Test.”⁵⁸

28. As set forth below, Movant’s Delaware complaint meets the Court’s Gatekeeper Colorability Test because it sets forth a *prima facie* case under Delaware law that Mr. Seery should

⁵⁴ Movant has objected and continues to object to the Court’s ruling with respect to the standard that should be applied under the Gatekeeper Provision. Movant has appealed the Court’s rulings regarding this standard. *See* Hunter Mountain Investment Trust’s Second Notice of Appeal, Dkt. 3945. No admission is made by or on behalf of Movant in connection with this Motion regarding the “colorability” standard applied by the Court or the Court’s related substantive and procedural rulings. Movant expressly reserves all of Movant’s substantive and procedural rights and waives none of the same in connection with this Motion, the proposed Complaint, or otherwise. Movant believes the proper standard is set forth in *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007) (holding a plaintiff must plead “enough facts to state a claim to relief that is plausible on its face” in order to survive a motion to dismiss pursuant to Rule 12(b)(6)), and that this standard is also satisfied by this Motion.

⁵⁵ Memorandum Opinion, Dkt. 3903 at p. 91 (emphasis in original).

⁵⁶ *Id.* (emphases in original).

⁵⁷ *Id.* (emphases in original).

⁵⁸ Movant disagrees with this new test and is challenging this test on appeal at this time. Nothing in this current Motion should be deemed an admission or an acknowledgment of the propriety of this test. *See* Dkt. 3915.

be removed as Claimant Trustee. Moreover, Movant's Delaware complaint is not brought for any improper purpose but, rather, to protect Movant's sizeable residual interest in the Claimant Trust.

1) Movant's Delaware Complaint Sets Forth a *Prima Facie* Case for Removal of Mr. Seery as Claimant Trustee

29. Under Delaware law, the Court of Chancery may remove the trustee of a Delaware statutory trust "on [its] own initiative or on petition of a trustor, another officeholder, or beneficiary" in any of five circumstances:

- a) *The officeholder has committed a breach of trust; or*
- b) *The continued service of the officeholder substantially impairs the administration of the trust; or*
- c) The court, having due regard for the expressed intention of the trustor and the best interests of the beneficiaries, determines that notwithstanding the absence of a breach of trust, there exists:
 - i. A substantial change in circumstances;
 - ii. *Unfitness, unwillingness or inability of the officeholder to administer the trust or perform its duties properly; or*
 - iii. *Hostility between the officeholder and beneficiaries or other officeholders that threatens the efficient administration of the trust.*

Del. Code Ann. tit. 12, § 3327 (emphases added). As set forth below in greater detail, Movant is an intended beneficiary of the Claimant Trust and, as such, Movant is entitled to ask a Delaware court to remove Mr. Seery as Claimant Trustee because he has engaged in multiple acts warranting his removal under Delaware statute. Accordingly, Movant's complaint sets forth a *prima facie* case, and the Court should grant its Motion and allow the case to proceed.

2) Movant Has Standing to Seek Mr. Seery's Removal

30. At the outset, in reality, Movant should be recognized as being "in the money" and a vested beneficiary with the associated standing to pursue the proposed Delaware complaint. In any event, however, Movant also has standing to seek removal of Mr. Seery because Movant is an intended (albeit contingent) beneficiary of the Claimant Trust under the CTA. *All* beneficiaries,

including contingent beneficiaries, have standing under Delaware law to seek to remove a trustee. To argue otherwise – that only “vested” beneficiaries under the CTA may bring such an action – is to impermissibly limit the statute.

31. The Delaware Code does not define the term “beneficiary,” but Delaware courts follow the RESTATEMENT (THIRD) OF TRUSTS,⁵⁹ which defines beneficiaries to include contingent beneficiaries:

Persons who are beneficiaries: in general. The “beneficiaries” of a trust are the persons or classes of persons, or the successors in interest of persons or class members, upon whom the settlor manifested an intention to confer beneficial interests (vested **or contingent**) under the trust, plus persons who hold powers of appointment (special or general) or have reversionary interests by operation of law. Also included are persons who have succeeded to interests of beneficiaries by assignment, inheritance, or otherwise.⁶⁰

32. Further, the RESTATEMENT expressly contemplates that contingent beneficiaries may file suit to enforce a private trust:

“Beneficiaries.” A suit to enforce a private trust ordinarily (see Reporter’s Note) may be maintained by any beneficiary whose rights are or may be adversely affected by the matter(s) at issue. The beneficiaries of a trust include any person who holds a beneficial interest, present or future, vested or contingent.⁶¹

And “enforcement” extends to “enforcement proceedings in a more comprehensive sense, such as petitions for removal of a trustee . . . even though no breach-of-trust issue is involved.”⁶²

33. Delaware courts routinely hold that, in interpreting undefined statutory terms, courts must give those terms a “reasonable and sensible meaning in light of their intent and purpose.” *Angstadt v. Red Clay Consol. Sch. Dist.*, 4 A.3d 382, 390 (Del. 2010). In ascertaining the “reasonable

⁵⁹ See, e.g., *In re Tr. Under Will of Flint for the Benefit of Shadek*, 118 A.3d 182, 195 (Del. Ch. 2015); *Tigani v. Tigani*, No. CV 2017-0786-KSJM, 2021 WL 1197576, at *14 (Del. Ch. Mar. 30, 2021), *aff’d*, 271 A.3d 741 (Del. 2022).

⁶⁰ RESTATEMENT (THIRD) OF TRUSTS, § 48 cmt. a (2003) (emphasis added).

⁶¹ RESTATEMENT (THIRD) OF TRUSTS, § 94 cmt. b (2012).

⁶² *Id.*, § 94, Reporter’s Notes, cmt. a(1).

and sensible meaning” of terms, Delaware courts rely on dictionaries as a source of interpretation. *See id.*

34. Black’s Law Dictionary defines “beneficiary” as, among other things, “[s]omeone who is designated to receive the advantages from an action or change . . . or to receive something as a result of a legal arrangement or instrument” and includes both “contingent beneficiar[ies]” and “direct beneficiar[ies]” within the definition without any qualification regarding their rights.⁶³ By contrast, Black’s distinguishes an “incidental beneficiary” as a “third-party beneficiary, who, though benefiting indirectly, is not intended to benefit from a contract and thus does not acquire rights under the contract.”⁶⁴ Nothing in the CTA indicates that Movants are merely “incidental beneficiaries.”

35. In light of the RESTATEMENT and the definition in Black’s Law Dictionary, it is reasonable and sensible to interpret the word “beneficiary” used in Section 3327 of the Delaware statute to include contingent beneficiaries. Rules of statutory interpretation support this conclusion. As the Delaware Supreme Court has explained, a court “may not engraft upon a statute language which has been clearly excluded therefrom by the Legislature.” *Guiricich v. Emtrol Corp.*, 449 A.2d 232, 238 (Del. 1982) (citing *Wilmington Trust Co. v. Barry*, 338 A.2d 575, 578 (Del Super. 1975), *aff’d*, 359 A.2d 664 (Del. 1976)). If the Delaware Legislature had intended that only “vested” beneficiaries could bring an action to remove a trustee, as opposed to any beneficiary (whether residual or contingent), it would have so specified. In this case, the relevant statute—Del. Code Ann. tit. 12, § 3327—uses the term “beneficiary” without defining or limiting it. Accordingly, a court may not do what the Delaware Legislature refused to do by engrafting the term “vested” into the statute to qualify the term “beneficiary.”

⁶³ *Black’s Law Dictionary* (11th ed. 2019).

⁶⁴ *Id.*

36. Delaware courts refuse to read statutory language restrictively to exclude certain classes of beneficiaries. *See Estate of Tigani*, No. CV 7339-ML, 2016 WL 593169, at *14 (Del. Ch. Feb. 12, 2016) (holding that the “statute’s use of the general term beneficiary, without any language restricting the class of beneficiary to whom it refers, fairly encompasses a vested beneficiary subject to divestiture”); *Estate of Necastro*, No. C.A. 10,538, 1991 WL 29958, at *1 (Del. Ch. Feb. 28, 1991) (rejecting a “restrictive reading” of “beneficiary” under 12 Del.C. § 2302(d) and instead holding that “Exceptants [whom the parties characterized as “contingent beneficiaries”] have standing . . . based upon their indirect interest in a share of the estate through their status as beneficiaries of a testamentary trust”).

37. In short, neither the applicable Delaware statute nor Delaware case law limits the term “beneficiary” to “vested” beneficiaries to the exclusion of contingent ones.

38. The Claimant Trustee will no doubt argue that the language of the CTA purportedly strips Movant of its standing to seek removal of the Trustee. In particular, the CTA states that holders of Contingent Trust Interests (including Movant) “shall not have any rights under this Agreement, unless and until the Claimant Trustee files with the Bankruptcy Court a certification that all GUC Beneficiaries have been paid indefeasibly in full, including, to the extent applicable, all accrued and unpaid post-petition interest consistent with the Plan and all Disputed Claims have been resolved (the ‘GUC Payment Certification’).”⁶⁵ The Agreement further states that “Equity Holders will only be deemed ‘Beneficiaries’ under this Agreement upon the filing of a GUC Payment Certification with the Bankruptcy Court.”⁶⁶ But Delaware law makes clear that a trust agreement, however worded, may

⁶⁵ CTA, Dkt. 3521-5 at § 5.1(c).

⁶⁶ *Id.*

not strip the trustee's duty of good faith and fair dealing.⁶⁷ And in this case, observance of that duty precludes any argument that the language of the CTA undercuts Movant's standing.

39. Under Delaware law, unless the governing trust agreement says otherwise, the trustee of a statutory trust has those duties set forth in common law, including the duties of loyalty, good faith, and due care. *See* Del. Code Ann. tit. 12, § 3809; *Rende v. Rende*, No. 2021-0734-SEM, 2023 WL 2180572, at *11 (Del. Ch. Feb. 23, 2023). And while a governing trust agreement may expressly disclaim these duties (although this one does not), Delaware law prohibits the elimination of the duty of good faith and fair dealing. *In re National Collegiate Student Loan Trusts Litigation*, 251 A.3d 116, 185-86 (Del. Ch. 2020) (“While parties may agree to waive default fiduciary duties, the DSTA forbids parties from eliminating the “implied contractual covenant of good faith and fair dealing.”) (citing Del. Code. Ann. tit. 12, § 3806(c)).

40. The duty of good faith and fair dealing is particularly important here, where Movant's status as a “beneficiary” under the CTA is purportedly dependent upon Mr. Seery's discretion to file a GUC Certification declaring Movant's status as such. “Stated in its most general terms, the implied covenant requires a party in a contractual relationship to refrain from arbitrary or unreasonable conduct which has the effect of preventing the other party to the contract from receiving the fruits of the bargain.” *Dunlap v. State Farm Fire and Cas. Co.*, 878 A.2d 434, 442 (Del. 2005) (internal quotations omitted). “Thus, parties are liable for breaching the covenant when their conduct frustrates the overarching purpose of the contract by taking advantage of their position to control implementation of the agreement's terms.” *Id.* (internal quotations omitted).

41. Given the purpose of the covenant, “it is possible to rest a claim of breach of the implied covenant of good faith and fair dealing on the assertion that defendants have deliberately

⁶⁷ The CTA is governed by Delaware law. *Id.* at § 11.10.

prevented the occurrence of conditions precedent.” *Injective Labs Inc. v. Wang*, No. CV 22-943-WCB, 2023 WL 3318477, at *7 (D. Del. May 9, 2023) (quoting *Benerofe v. Cha*, No. 14614, 1998WL 83081, at *6 (Del. Ch. Feb. 20, 1998)). See also *Snow Phipps Grp., LLC v. Kcake Acquisition, Inc.*, No. CV 2020-0282-KSJM, 2021 WL 1714202, at *53 (Del. Ch. Apr. 30, 2021) (noting the duty of good faith and fair dealing “requires some cooperation ... either by refraining from conduct that will prevent or hinder the occurrence of that condition or by taking affirmative steps to cause its occurrence”) (internal quotes omitted).

42. Mr. Seery’s failure and refusal to pay the Class 8 and 9 creditors, in an attempt to prevent the Contingent Interest Holders’ interests from vesting under the terms of the CTA, falls squarely within the scope of the duty of good faith and fair dealing. In *Injective Labs Inc. v. Wang*, the defendant asserted a counterclaim for the breach of the implied duty of good faith and fair dealing. The defendant argued that plaintiff breached the implied duty by “sending a belated request that [defendant] satisfy a condition precedent, knowing that it was effectively impossible for him to do so.” *Injective Labs Inc. v. Wang*, 2023 WL 3318477, at *7. The court rejected plaintiff’s motion to dismiss the counterclaim, holding “[t]hat allegation, and in particular the allegation that [plaintiff] knew that [defendant] would be unable to satisfy the condition precedent . . . is directed to the type of conduct that typically falls within the scope of the implied duty of good faith and fair dealing.” *Id.*

43. In another case, the Court of Appeals for the Seventh Circuit affirmed summary judgment against a defendant because the defendant “did not exercise good faith under the contract by attempting to hinder the occurrence of the condition precedent in the contract.” *Unit Trainship, Inc. v. Soo Line R. Co.*, 905 F.2d 160, 162-63 (7th Cir. 1990). There, the parties entered a contract for the running of a unit-train between Chicago and Seattle. *Id.* at 161. Because the running of the unit-train required the approval of the Interstate Commerce Commission (“ICC”), the parties filed a joint petition with the ICC seeking approval. *Id.* Thereafter, one party moved to withdraw from the ICC

proceeding and failed to participate in the joint petition, thereby stymieing the condition precedent to the performance of the contract. *Id.* The Seventh Circuit, applying Illinois law, which is similar in this regard to Delaware law, held that “where a party’s obligation is subject to a condition precedent, a duty of good faith and fair dealing is imposed upon that party to cooperate and to not hinder the occurrence of the condition.” *Id.* at 163.

44. These cases inform the Claimant Trustee’s contractual duties under Delaware law. In *Injective Labs Inc.*, the plaintiff/counterclaim defendant prevented the performance of a condition precedent, which violated the duty of good faith and fair dealing. 2023 WL 3318477, at *7. In *Unit Trainship*, one of the parties to the relevant contract prevented the occurrence of a condition precedent, which violated the duty of good faith and fair dealing. 905 F.2d at 163. Similarly, here the Claimant Trustee is deliberately refusing to pay the unsecured creditors in Classes 8 and 9 with interest, thereby breaching his duty to pay Classes 10 and 11. That violates the Trustee’s duty of good faith and fair dealing and fatally undermines any argument that Movant lacks standing to seek removal of the Trustee.

45. As other RESTATEMENT jurisdictions have recognized, Mr. Seery’s conduct warrants treating those classes as fully vested. “[V]esting cannot be postponed by unreasonable delay in distributing an estate and [] when there is such delay, contingent interests vest at the time distribution **should** have been made.” *Estate of Cornell v. Johnson*, 367 P.3d 173, 178 (Idaho 2016) (emphasis added) (discussed in RESTATEMENT (SECOND) OF TRUSTS, § 198 (1959)); *see also Edwards v. Gillis*, 146 Cal.Rptr.3d 256, 263 (Cal.App. 4 Dist., 2012) (“when there is [unreasonable] delay contingent interests vest at the time distribution should have been made.”). As set forth above, the Claimant Trust had sufficient assets to pay unsecured creditors in Classes 8 and 9 in full with interest at least as early

as July 2023, and in all probability as early as September 2022.⁶⁸ And the CTA requires Mr. Seery as Claimant Trustee to “make timely distributions and not unduly prolong the duration of the Claimant Trust.”⁶⁹ Had Mr. Seery fulfilled that mandate, he could and should have distributed remaining funds to Classes 8 and 9 by July 2023, filed the GUC Certification with the Court, and begun distributing remaining assets to Classes 10 and 11. In short, Movant’s interests were properly vested under the CTA many months ago, and Delaware law therefore treats Movant as a Claimant Trust Beneficiary, regardless of the language of the CTA.

46. Indeed, any argument that the CTA precludes Movant from vindicating its rights (including by seeking removal of the Trustee) only underscores why Delaware law is crafted the way it is. Were it not for the duty of good faith and fair dealing imposed by Delaware law, Mr. Seery arguably could increase the funds set aside for indemnification continually, hold final distributions to Class 8 and Class 9 creditors in abeyance, and refuse to file the GUC Certification based on the theoretical possibility that he might in the future need to draw upon more than the originally contemplated indemnity reserve of \$25 million to pay his own legal expenses (all while drawing a salary of \$150,000 per month). And it appears that, for now, Mr. Seery is content to do just that. This is exactly the kind of conflict that Section 3327 of the Delaware Code was designed to prevent, and the duty of good faith and fair dealing in Delaware precludes the Claimant Trustee from relying on the language of the CTA to prevent the Delaware courts from remedying the conflict. Under these circumstances, Movant has standing to proceed under Delaware law.

⁶⁸ Two of the estate’s major private equity positions sold in May 2022, and the remaining largest positions sold in September 2022. The May 2022 assets were Cornerstone Healthcare Group [*see* App. 013-017] and MGM [*see* App. 009-012]. The September 2022 positions were CCS Medical [*see* App. 018-022] and Trussway [*see* App. 023-025].

⁶⁹ CTA, Dkt. 3521-5 at § 3.2(a).

3) Delaware Law Mandates Movant's Complaint Proceed in Delaware Court

47. Under Delaware law, beneficial owners of a trust are entitled to seek redress in the courts of Delaware, regardless of the language of the relevant trust agreement: “Except by agreeing to arbitrate any arbitrable matter in a specified jurisdiction or in the State, *a beneficial owner who is not a trustee may not waive its right to maintain a legal action or proceeding in the courts of the State with respect to matters relating to the organization or internal affairs of a statutory trust.*” Del. Code Ann. tit. 12, § 3804(e) (emphasis added). This is because the removal of a trustee is a “matter[] relating to the organization or internal affairs of a statutory trust.” *United Bhd. of Carpenters Pension Plan v. Fellner*, C.A. No. 9475-VCN, 2015 WL 894810, at *2 n. 13 (Del. Ch. Feb. 26, 2015). Where a company’s internal affairs are involved, Delaware law disregards the forum selection clause in the parties’ trust agreement. *Id.*

48. Because Movant’s Delaware complaint seeks relief relating to the internal affairs of the Claimant Trust, Movant is entitled to have its dispute decided by the courts of Delaware, regardless of any contrary choice of forum clause in the CTA.⁷⁰ The Court should permit Movant to file its Delaware complaint in the Delaware Chancery Court.

4) There Are Multiple Grounds for Seery’s Removal

49. As set forth in the proposed Delaware Complaint, Mr. Seery’s removal as Claimant Trustee is warranted for multiple reasons. Specifically, Mr. Seery has breached his duty of loyalty by failing to pay creditors, failing to file the GUC Certification, and failing to certify that equity holders in Classes 10 and 11 (of which Movant is the largest) are vested under the CTA. Seery has failed to act expeditiously as required under the terms of the CTA,⁷¹ and has failed to maximize the value of the Claimant Trust for the benefit of the Claimant Trust Beneficiaries by filing unnecessary

⁷⁰ See CTA, Dkt. 3521-5 at § 11.11.

⁷¹ See, e.g., *id.* at §§ 2.2(b), 2.3(b)(i), 3.2(a).

proceedings, including the Kirschner Action, and spending inordinate amounts of cash. Those breaches of duty warrant Mr. Seery's removal under Del. Code Ann. tit. 12, § 3327(1). Further, Mr. Seery's roles as both Claimant Trustee and as Indemnity Subtrust Administrator substantially impairs the administration of the Claimant Trust, warranting his removal under Del. Code Ann. tit. 12, § 3327(2). In addition, Mr. Seery's removal is warranted under Del. Code Ann. tit. 12, § 3327(3)(b) and (c) because he is unwilling to perform his duties as Claimant Trustee, and has manifested a personal hostility toward, and conflict with, Movant and the holders of Contingent Trust Interests.

a) Mr. Seery Has Breached His Duty of Loyalty

50. The facts set forth above demonstrate without doubt that Mr. Seery has breached his duty of loyalty in administering the Claimant Trust. A trustee breaches the duty of loyalty by acting in his own self-interest “[i]nstead of evaluating what was in the best interests of [a] [t]rust.” *Paradee v. Paradee*, No. 4988-VCL, 2010 WL 3959604, at *10 (Del. Ch. Oct. 5, 2010). “Self-interested transactions involving a fiduciary or one in a confidential relationship with another are presumptively fraudulent and voidable in equity. If the transaction is challenged, the burden of persuasion to justify upholding the transaction is on the fiduciary.” *Hardy v. Hardy*, No. CIV.A. 7531-VCP, 2014 WL 3736331 at *8 (Del. Ch. July 29, 2014) (internal quotations omitted). Significantly, and importantly in this case, an inequitable action taken “does not become permissible simply because it is legally possible” within the letter of the law or the language of an agreement. *Coster v. UIP Companies, Inc.*, 255 A.3d 952, 953 (Del. 2021) (citing *Schnell v. Chris-Craft Indus., Inc.*, 285 A.2d 437, 439 (Del. 1971)). Self-dealing amounts to a breach of duty of loyalty. *See Tagliatalata v. Galvin*, No. 5841-MA, 2015 WL 757880, at *4 (Del. Ch. Feb. 23, 2015); *Walls v. Peck*, Civ. A. No. 497, 1979 WL 26236, at *4 (Del. Ch. Oct. 24, 1979); GEORGE GLEASON BOGERT, THE LAW OF TRUSTS AND TRUSTEES, § 543 (3d ed. 2019) (“The trustee must administer the trust with complete loyalty to the

interests of the beneficiary, without consideration of the personal interests of the trustee or the interests of third persons.”).

51. Indeed “[u]nlike corporate law, ‘[u]nder trust law, self-dealing on the part of a trustee is virtually prohibited.’” *Stegemeier v. Magness*, 728 A.2d 557, 563 (Del. 1999) (citing *Oberly v. Kirby*, 592 A.2d 445, 466 (Del. 1991)). As a result, the interested trustee bears the burden of persuasion to justify upholding the transaction. *Id.*

52. In this case, as the Delaware Complaint alleges, Mr. Seery has breached his duty of loyalty. That breach was inevitable given the manner in which Mr. Seery and Highland constructed the Claimant Trust and the Indemnity Subtrust. As set forth above, Mr. Seery is the Trustee of the Claimant Trust with an absolute duty to manage and administer that trust for the benefit of the Trust’s beneficiaries. But Mr. Seery is also the Indemnity Trust Administrator charged with funding and spending an indemnity reserve for the benefit of Indemnified Parties, including himself. His duties as Claimant Trustee and Indemnity Subtrustee are in hopeless conflict as a result of this arrangement.

53. As now apparent, that conflict has manifested to the detriment of the intended beneficiaries of the Claimant Trust, including Movant. Essentially, Mr. Seery is seeking to hold the assets of the Claimant Trust hostage by reserving an increasing and inexplicably gigantic indemnity reserve to benefit the Indemnified Parties, including himself.

54. But consider the nature of claims potentially triggering indemnification, such as the insider trading claims against Mr. Seery, Muck and Jessop.⁷² If the potentially indemnified parties prevail, there can be no judgment to indemnify. If the potentially indemnified parties lose, the nature of the claim is such that there would be no indemnity owed – so how could \$125 million in

⁷² See Hunter Mountain Investment Trust’s Emergency Motion for Leave to File Verified Adversary Proceeding, Dkt. 3816.

indemnification reserves be needed? That large indemnity reserve is antithetical to the interests of the intended beneficiaries of the Claimant Trust.

55. Moreover, Mr. Seery's conduct in contravention of his duty of loyalty to beneficiaries of the Claimant Trust contravenes the language and intent of the Plan itself. The Plan does not require holders of Class 10 and 11 claims (or parties related thereto) to grant releases of liability to the Claimant Trustee or the Indemnified Parties, but by refusing to pay out Classes 8 and 9 and refusing to issue the required GUC Certification in favor of funding up to \$125 million in indemnity reserves, that is functionally what Mr. Seery is seeking to leverage Classes 10 and 11 (and even other non-parties) to provide.⁷³

56. Forcing Classes 10 and 11 to bear the cost of Mr. Seery's indemnification reserve also goes beyond what the CTA allows. Paragraph 8.2 of that Agreement expressly allows parties to sue Mr. Seery and other indemnified parties for actions that constitute fraud, willful misconduct, or gross negligence, provided that they seek Bankruptcy Court approval to proceed on such claims. In other words, not even the CTA contemplates that Classes 10 and 11 would grant full, general releases to the Indemnified Parties, much less fund their defense for cognizable claims under the Agreement. By trying to insulate himself from *all* claims as a condition of performing his mandatory duties under the CTA, Mr. Seery is putting his personal self-interest ahead of the beneficiaries of the Trust.

57. There is ample case law holding that a trustee may not make a release (or its equivalent) a condition of performing his duties to a trust. Indeed, as the Delaware Chancery Court has explained, “[a]lthough the practice of demanding a release is widespread, a trustee who insists on a release as the price [of] doing what is in the best interests of the trust—and what the trustee's fiduciary duties therefore require—engages in self-interested conduct by extracting a personal benefit

⁷³ Highland Parties' Objection to Motion to Stay and Motion to Compel Mediation, Dkt. 3796, at fn. 4.

at the expense of the trust and its beneficiaries.” *J.P. Morgan Tr. Co. of Delaware, Tr. of Fisher 2006 Tr. v. Fisher*, No. CV 12894-VCL, 2021 WL 2407858, at *22 n.9 (Del. Ch. June 14, 2021), *judgment entered sub nom* (noting that “[t]he trustee’s insistence on a release may also fuel the beneficiaries’ concern about improper conduct, as it did in this case”).

58. Similarly, the Southern District of New York has held that a fiduciary’s refusal to distribute assets without getting a release can constitute a breach of fiduciary duty:

Defendants also argue that the demand for a release was not a breach of fiduciary duty because there is no merit to KeyBank’s underlying claims. I have held for the reasons stated above that some of KeyBank’s claims have been properly pleaded and survive a motion to dismiss. Even if that were not the case, however, the First Amended Complaint properly alleges that the refusal to deliver stock to which KeyBank was entitled – based on the defendants’ self-interested insistence that they be released from KeyBank’s claims – was an abuse of defendants’ control of the buyer that had nothing to do with the buyer’s legitimate business interests and that instead served only the self-interests of the defendants themselves.

Keybank Nat’l Ass’n v. Franklin Advisers, Inc., 616 B.R. 14, 44 (Bankr. S.D.N.Y. 2020).

59. In yet another similar case, the Southern District of New York held that a trustee breached its fiduciary duties by insisting on indemnification before carrying out its contractual obligations. In *FMS Bonds, Inc. v. Bank of New York Mellon*, the plaintiffs, holders of industrial revenue bonds, filed suit for breach of contract and breach of fiduciary duty against the indenture trustee responsible for servicing the bonds. No. 15 CIV. 9375 (ER), 2016 WL 4059155, at *1 (S.D.N.Y. July 28, 2016). The plaintiffs alleged the trustee failed to file a timely proof of claim in the bankruptcy proceedings on behalf of the entities obligated to make payments under the bonds. *Id.* at 7. The trustee offered to file a late proof of claim, but only if the plaintiffs agreed to “further indemnification protection” for the trustee. *Id.* The plaintiffs argued that “where the Trustee’s ‘gross negligence’ prevented bondholders from collecting on the Bonds, the Trustee’s inaction and insistence on further indemnification in order to rectify that gross negligence was a breach of the Trustee’s fiduciary duties.” *Id.* at 13. The trustee moved to dismiss plaintiffs’ breach of fiduciary duty

claim, and the court denied the motion, stating that the plaintiffs’ allegations “that the Trustee . . . breached its fiduciary duties by insisting on indemnification before taking further action” properly pleaded a breach of fiduciary duty claim. *Id.* at 14.

60. The reasoning of these cases applies with equal force here. Mr. Seery is obligated under the CTA to administer the Claimant Trust expeditiously, with an aim toward maximizing value for the Trust’s intended beneficiaries, and to distribute the Claimant Trust’s assets to those beneficiaries within a reasonable time. Instead of doing so, Mr. Seery is increasing the indemnity reserve so he can indemnify himself and others against future, unidentified lawsuits, potentially in perpetuity. In other words, like the trustees in *Fisher*, *Keybank National Association*, and *FMS Bonds*, Mr. Seery is refusing to comply with his obligations under the relevant trust agreement to extract some benefit for himself. That is a breach of the duty of loyalty, and that is a sufficient basis for Movant to seek Mr. Seery’s removal under Delaware law.

b) Mr. Seery’s Continued Service Substantially Impairs the Administration of the Trust

61. Mr. Seery’s dual roles as Claimant Trustee and Indemnity Subtrust Administrator create an irreconcilable conflict of interest that substantially impairs the administration of the trust. As Claimant Trustee, Mr. Seery has duties to the Claimant Trust Beneficiaries to timely pay the remaining Class 8 and 9 claims, and file the GUC Certification. However, Mr. Seery, as an Indemnified Party as well as Indemnity Subtrust Administrator, instead is using the assets of the Claimant Trust to fund a \$35-50 million cash reserve to the Indemnity Subtrust and create an additional \$90 million “indemnity reserve.” In other words, Mr. Seery has chosen to pursue creation of an “indemnity wall” rather than perform his duties as Claimant Trustee. Under these circumstances, Mr. Seery’s continued service as Claimant Trustee while he also serves as Indemnity Subtrust Administrator impairs the administration of the Claimant Trust, warranting his removal as Trustee.

c) Mr. Seery Is Hostile to Movant, the Largest Class 10 Equity Holder

62. “Removal of a trustee is appropriate where ‘there exists . . . hostility between the trustee[] and the beneficiaries that threatens the efficient administration of the trust.’” *Matter of Jeremy Paradise Dynasty Tr.*, No. CV 2021-0354-KSJM, 2021 WL 3625375, at *1 (Del. Ch. Aug. 17, 2021). Where, as here, hostility rises to the point of preventing trust funds from being distributed, removal is appropriate. *See, e.g., Tagliatela v. Galvin*, No. CIV.A. 5841-MA, 2013 WL 2122044, at *3 (Del. Ch. May 14, 2013) (“The ongoing hostility and lack of communication and trust between the Trustee and three of her siblings have prevented the trust funds from being distributed to the six beneficiaries in a reasonable time after the settlor’s death. . . . I conclude that it is in the best interest of the beneficiaries here to remove [the Trustee.]”).

63. There can be no doubt that Mr. Seery is hostile to Movant and the holders of Class 10 and 11 claims (the holders of Contingent Trust Interests under the CTA). Among other things:

- Mr. Seery has provided testimony on repeated occasions accusing Class 10 and 11 claims holders of “bad faith” and other misconduct;
- Mr. Seery has helped facilitate lawsuits against Class 10 and 11 claims holders, including the *Kirschner* Action;
- Mr. Seery has helped facilitate the filing of motions against Class 10 and 11 claims holders, including a Motion to Deem the Dondero Parties Vexatious Litigants, currently pending in the United States District Court for the Northern District of Texas;
- Mr. Seery not only has failed to communicate with the Class 10 and 11 claim holders about the estate’s finances, but opposes their efforts to obtain such information;⁷⁴ and
- Mr. Seery has resisted and opposed relief sought by Class 10 and 11 claims holders, even where that relief was reasonable and designed to benefit the estate as a whole.⁷⁵

⁷⁴ Memorandum of Law in Support of Highland Capital Management, L.P. and the Highland Claimant Trust’s Motion to Dismiss Complaint Case No. 23-03038 (N.D. Tex.) at Dkt. 14 [App. 079-109]. The claim holders have requested this information since at least June 2022 (Dkt. 3382), which was approximately \$80 million in estate expenses ago. *See* ¶ 25 *supra*.

⁷⁵ *See* Highland Capital Management, L.P.’s Memorandum of Law in Support of its Motion to Deem the Dondero Entities Vexatious Litigants and for Related Relief, Case No. 21-00881 (N.D. Tex.), Dkt. 137 [App. 031-038] (wherein the Reorganized Debtor (under the control of the Claimant Trust), defines “Dondero Entities” as including HMIT (Movant herein) at fn. 1; states “The Dondero Entities—all of which are dominated and controlled by or acting in concert with

64. The hostility described herein between Mr. Seery and the beneficiaries of the Claimant Trust is more than sufficient to warrant Mr. Seery's removal. In *Tagliatela*, the court removed the trustee because "ongoing hostility and lack of communication" between the trustee and beneficiaries "prevented the trust funds from being distributed" to the beneficiaries in a reasonable time. 2013 WL 2122044, at *3. Similarly, here, the hostility between Mr. Seery and the beneficiaries is so extreme that Mr. Seery refuses to administer the trust funds without first establishing an indemnity fund with potentially more than one hundred million dollars. That is impermissible under Delaware law.

65. For all the foregoing reasons, Movant's Delaware complaint sets forth a *prima facie* claim for removal of Mr. Seery as Trustee of the Claimant Trust, consistent with the applicable legal standard and also even consistent with this Court's new Gatekeeper Colorability Test.

B. Movant Seeks to File its Delaware Complaint for a Proper Purpose

66. Even though Movant does not agree with the Court's Gatekeeper Colorability Test, Movant can readily satisfy the next element of that test because it has a legitimate and proper reason to seek Mr. Seery's removal under Delaware law. As the allegations above make clear, Movant has no other legal avenue available to protect its sizeable interest in the assets of the Claimant Trust.

67. The latest information from the Highland Parties is that the Indemnity Subtrust now holds reportedly \$50 million in cash, and that an additional \$90 million of the Claimant Trust assets have been held in an indemnity reserve. That means that at least \$140 million is currently being held for indemnity—on the sole authority of Mr. Seery in order to protect himself. Contrary to the

Dondero, HCMLP's co-founder and ousted Chief Executive Officer—are engaged in a coordinated litigation strategy spanning nearly three years to wear down HCMLP and its management and undermine HCMLP's confirmed Plan." *Id.*, at ¶ 1.; "Thereafter, directly and through the Dondero Entities, he began interfering with the management of the estate, threatening HCMLP employees, challenging nearly every action taken to further HCMLP's reorganization, commencing new (and frivolous) litigation against HCMLP and its management both insider and outside of Bankruptcy Court..." *Id.* at ¶ 4; "Separately, in March 2023, HMIT sought leave to sue HCMLP for allegedly breaching its fiduciary duty and other obligations to HMIT—a prepetition equity holder.... However, HMIT's putative complaint is emblematic of the Dondero Entities' unceasing litigation--..." *Id.* at ¶ 30); Dec. 14, 2020 Depo. Tr. at 37:22-25 [App. 003]; Aug. 4, 2021 Hr'g Tr. At 66:15-18 [App. 007]; June 2, 2023 Depo. Tr. At 113:17-20 [App. 028].

representations in the Subtrust Motion, the amount now held for indemnity is 560% of the original \$25 million represented. By comparison, for the pre-effective date period, the entire bankruptcy case only cost approximately \$40 million in administrative fees through August 10, 2021.⁷⁶

68. The Plan and Trusts have now turned into nothing more than vehicles for Mr. Seery to leverage to seek to force Class 10 and 11 Equity Holders, and even related party non-equity holders, to deliver releases and other consideration to Mr. Seery and the Indemnified Parties. By his conduct, Mr. Seery seeks the complete exculpation the Fifth Circuit denied him.⁷⁷ Under the guise of “indemnity,” he holds assets that belong to beneficiaries, vested and contingent, entirely hostage at his sole and unfettered discretion. Meanwhile, Seery continues to collect his monthly compensation of \$150,000 per month, plus authorize over \$5 million in undisclosed monthly expenses. The present circumstances demonstrate that, if not stopped, Seery will continue to use his position in this manner until the Trusts are exhausted and the Plan is entirely frustrated. The creation of the Trusts and limitless authority of Mr. Seery have resulted in a conflict of interest which cannot be resolved without a court’s appropriate, and entirely necessary, equitable resolution.

69. In short, the claims to remove Mr. Seery as Claimant Trustee are not without foundation, not without merit, and not being pursued for an improper purpose. Based on the Delaware law described herein, Movant meets the applicable legal standard, and also even this Court’s Gatekeeper Colorability Test, and the Court should allow Movant to proceed with its complaint in Delaware.

IV. CONCLUSION

For all of the forgoing reasons, this Motion should be granted.

⁷⁶ September 30, 2023, Post-confirmation Reports, Dkt. Nos. 3955 and 3956, p.2.

⁷⁷ *In re Highland Capital Management, L.P.*, 48 F.4th 419, 435 (5th Cir. 2022).

WHEREFORE, Movant requests the entry of an order i) granting this Motion for Leave; ii) determining that the Gatekeeping Provision is satisfied as applied to the Delaware Proceeding; and iii) authorizing Movant to file the Delaware Complaint.

Respectfully submitted,

STINSON LLP

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for The Hunter Mountain Investment Trust

CERTIFICATE OF CONFERENCE

The undersigned hereby certifies that on December 21, 2023, counsel for Hunter Mountain Investment Trust conferred with opposing counsel regarding this motion and opposing counsel indicated that the Debtor is opposed.

/s/Deborah Deitsch-Perez
Deborah Deitsch-Perez

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 1, 2024, a true and correct copy of this document was served electronically via the Court's CM/ECF system to the parties registered or otherwise entitled to receive electronic notices in this case.

/s/Deborah Deitsch-Perez
Deborah Deitsch-Perez

EXHIBIT 1

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

HUNTER MOUNTAIN INVESTMENT TRUST)	
)	
Plaintiff,)	
	)	C.A.No. _____
v.)	
)	
JAMES P. SEERY, JR.)	
)	
Defendant.)	

COMPLAINT TO REMOVE THE TRUSTEE

Plaintiff, Hunter Mountain Investment Trust (“HMIT”), by and through its undersigned counsel, hereby brings the following Complaint seeking the removal of Defendant James P. Seery, Jr. as Trustee of the Highland Claimant Trust (the “Claimant Trust”) pursuant to 12 *Del. C.* § 3327(1), (3)(b), and/or (3)(c). In support, HMIT respectfully states as follows:

I. PARTIES

1. Plaintiff HMIT is a Delaware statutory trust that was formerly the largest equity holder in Highland Capital Management, L.P. (the “Debtor”), holding a 99.5% limited partnership interest. HMIT is now the largest holder of a Contingent Trust Interest in the Claimant Trust pursuant to the terms of the Claimant Trust Agreement (“CTA”).¹

¹ See **Exhibit 1**.

2. Defendant James P. Seery, Jr. (“Mr. Seery or Seery”) is an individual citizen and resident of the State of New York. Mr. Seery may be served with process at 100 Crescent Court, Suite 1805, Dallas, Texas 75201. Mr. Seery acts as the Claimant Trustee under the CTA and as Trust Administrator of the Indemnity Subtrust as described herein. Mr. Seery may be served with process pursuant to 10 *Del. C.* § 3114 because he serves as the trustee of a Delaware statutory trust.

II. JURISDICTION

3. This Court has jurisdiction over this matter pursuant to 10 *Del. C.* § 341 and 12 *Del. C.* § 3327.

III. STANDING

4. HMIT seeks to have this Court remove Mr. Seery as Claimant Trustee of the Claimant Trust pursuant to 12 *Del. C.* § 3327. HMIT has standing as Plaintiff in this proceeding because it is a beneficiary within the meaning of Delaware trust law and, at a minimum, a contingent beneficiary under the terms of the Claimant Trust.

IV. FACTS

A. The Claimant Trust Agreement

5. In a chapter 11 bankruptcy proceeding in the Bankruptcy Court for the Northern District of Texas, the Debtor filed and the Bankruptcy Court confirmed the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as modified)* (*In re Highland Capital Management LP*, Case No. 19-34054-sgj11 in the

United States Bankruptcy Court for the Northern District of Texas, Doc. 1943 at Ex. A) (the “**Plan**”).

6. Pursuant to the Plan, assets of the bankruptcy estate of the Debtor were transferred to the Claimant Trust.

7. The CTA identifies different “classes” of trust interests. In particular, Class 8 interests were distributed to Holders of Allowed Class 8 General Unsecured Claims; Class 9 interests were distributed to Holders of Allowed Class 9 Subordinated Claims; Class 10 interests were distributed to Holders of Allowed Class 10 Class B/C Limited Partnership Interests; and Class 11 interests were distributed to Holders of Allowed Class 11 Class A Limited Partnership Interests.

8. The CTA directs Seery, as Claimant Trustee, “to litigate and settle Claims in Class 8 and Class 9.” (CTA at ¶ 2.3(b)(ii).)

9. After Class 8 and Class 9 interest holders are paid in full, the CTA directs Seery, as Claimant Trustee, to file with the Bankruptcy Court a “GUC Payment Certification.” (CTA at ¶ 5.1(c).)

10. As described in the CTA, Class 10 and Class 11 interests are “Contingent Trust Interests,” meaning they will not “vest” under the terms of the CTA until Class 8 and Class 9 interest holders are paid in full and the Claimant Trustee files the GUC Payment Certification. (CTA at ¶¶ 1.1(m) and 5.1(c).)

11. Among other things, the CTA requires Mr. Seery to pay the remaining Class 8 and 9 claims in full and file the GUC Certification, thereby “vesting” the Class 10 and 11 Equity Interests under the terms of the CTA. (CTA at ¶¶ 1.1(h), 1.1(aa), and 5.1.) In addition, he has the duty to do so timely and “not unduly prolong the duration of the Claimant Trust.” (CTA at ¶¶ 2.2(b), 3.2(a), and 3.3(a).)

12. The Claimant Trust expressly does not indemnify parties for acts which are determined by order a court of competent jurisdiction to constitute willful fraud, willful misconduct, or gross negligence. (CTA at ¶ 8.2.)

B. The Indemnity Subtrust

13. Months after confirmation of the chapter 11 Plan and creation of the Claimant Trust, the Bankruptcy Court authorized the creation of the Indemnity Subtrust. The Indemnity Subtrust was created to provide a source of conditional indemnity, in lieu of liability insurance coverage, to parties identified as “Indemnified Parties” in Section 8.2 of the CTA, including Mr. Seery and the Claimant Trust Oversight Board to the extent they otherwise qualify under the terms of the CTA. According to the terms of the motion filed with the bankruptcy court seeking to create the Indemnity Subtrust, Mr. Seery placed himself in the position of Trust Administrator of the Indemnity Subtrust (to whom the trustee of the Indemnity Subtrust answers). Accordingly, Mr. Seery has exercised sole control of both the

Claimant Trust and Indemnity Subtrust with respect to all matters concerning indemnity.

14. Mr. Seery has an irresolvable conflict of interest whereby he has exclusive control over the Indemnity Subtrust—to the detriment of the Class 8 and 9 Claimants, and the Class 10 and 11 Equity Interests. In such position, Mr. Seery enjoys power in his sole and absolute discretion to direct administration of all aspects of the Indemnity Subtrust for his own benefit, and all matters relating to indemnity with respect to the Claimant Trust.

15. The sole conditional beneficiaries of the Indemnity Subtrust are the Indemnified Parties as defined in Section 8.2 of the Claimant Trust Agreement, including Seery himself and the Claimant Trust Oversight Board.

C. The Claimant Trust Has Sufficient Assets to Pay Class 8 and 9 Interest Holders

16. Based on a consolidated balance sheet filed on July 6, 2023, the Claimant Trust has about \$250 million in assets (of which \$180 million is cash) and only about \$126 million in Class 8 and 9 claims.

Highland Claimant Trust
Summarized Consolidated Balance Sheet ⁽¹⁾
As of May 31, 2023
The accompanying notes are integral to understanding this balance sheet
(Estimated and unaudited, \$ in millions)

	Balance per books	adjustments (see notes)	Adjusted balance
Assets			
Cash and equivalents	\$ 13	\$ -	\$ 13
Disputed claims reserve ⁽²⁾	12	-	12
Other restricted cash	12	-	12
Investments ⁽³⁾	118	(12) ⁽⁴⁾	106
Notes receivable, net ⁽⁴⁾	86	(83) ⁽⁴⁾	3
Other assets	6	-	6
Total assets	\$ 247	\$ (95)	\$ 152
Liabilities			
Secured and other debt	\$ -	\$ -	\$ -
Distribution payable ⁽⁷⁾	12	-	12
Additional Indemnification reserves	-	90 ⁽⁸⁾	90
Other liabilities	15	13 ⁽⁸⁾	28
Total liabilities ⁽⁶⁾	\$ 27	\$ 103	\$ 130
Book/adjusted book equity (see accompanying notes) ⁽⁹⁾	220	(198)	22
Total liabilities and book/adjusted book equity	\$ 247	\$ (95)	\$ 152
Supplemental Info: ⁽⁷⁾			
Sum of remaining allowed Class 8 Trust Beneficiaries, excluding interest	\$ 27		
Sum of remaining allowed Class 9 Trust Beneficiaries, excluding interest	99		
Sum of face amount of pending Class 8/9 potential Trust Beneficiaries, excluding interest	13		
Sub-total	\$ 139		

17. Notably, the Claimant Trust’s balance sheet assets do not include a fully cash-funded at least \$35 million indemnity account (reportedly now \$50 million) that presumably may be used to pay creditors to the extent it is not consumed by the estate’s professionals. (See *Notice of Filing of Current Balance Sheet of the Highland Claimant Trust*, Dkt. 3872 at Ex. A, Note 1.)² To reduce the Claimant Trust’s book value, the Debtor purports to add “non-book” adjustments to the balance sheet. One such adjustment gives zero asset value to the notes payable by alleged affiliates of Jim Dondero. (See *id.* at Ex. A.) However, \$70 million of those notes are fully bonded by cash deposited in the registry of the district court. See Case No. 3:31-cv-00881-X (N.D. Tex.), *Order Granting Joint Agreed Emergency Motion*

² See [Exhibit 2](#).

for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals [Dkt. 149] and *Notices of Bonding* [Dkts. 151, 152, and 160-162].³

18. Additionally, Mr. Seery declared a supplemental “indemnity account” now holding approximately \$90 million, on top of the \$35 (or \$50) million cash indemnity reserve, for the benefit of the Indemnified Parties (including Mr. Seery).

19. Were it not for the inappropriate \$125 million (or more) indemnity reserve, Debtor’s creditors could and should have been paid, the estate closed and the residual returned to former equity months ago.

20. As a practical matter, the Claimant Trust could pay the Class 8 and 9 claims in full with interest, Mr. Seery could file the GUC Certification, and the Equity interests, including Plaintiff’s, would fully “vest” under the terms of the CTA. All of these steps could be, and indeed, should have been, completed without any interference with the Indemnity Sub-Trust or Indemnity Trust.

D. Mr. Seery Refuses to Pay Class 8 and 9 Interest Holders, and thereby Seeks to Prevent HMIT’s Class 10 Interests from Vesting, to Advance His Own Self-Interest.

21. As a result of Mr. Seery’s roles as both Claimant Trustee and Trust Administrator of the Indemnity Subtrust, Mr. Seery is determined to hold the assets of the Claimant Trust “hostage” by creating an indemnity reserve and/or funding the

³ See [Exhibit 3](#).

Indemnity Subtrust to solely benefit the Indemnified Parties, including himself personally.

22. Mr. Seery's use of the Claimant Trust Asset's to build an indemnity "wall" for his own benefit rather than paying off the Class 8 and 9 claims, reflects an attempt to avoid "vesting" of equity Classes 10 and 11 under the CTA, of which HMIT is the largest interest holder. Such conduct is adverse to the interests of the Beneficiaries and the Contingent Beneficiaries of the Claimant Trust, including HMIT.

23. Mr. Seery's serving as both the Claimant Trustee and as the Trust Administrator of the Indemnity Subtrust therefore creates an irresolvable conflict of interest.

24. Seery has duties to the Claimant Trust Beneficiaries which include, without limitation: a) paying the remaining Class 8 and 9 claims in full, b) filing the GUC Certification, and c) vesting the Class 10 and 11 Equity Interests under the terms of the CTA. (CTA at ¶¶ 1.1(h), 1.1(aa), and 5.1.) In addition, Mr. Seery has the duty to do so timely and "not unduly prolong the duration of the Claimant Trust." (CTA at ¶¶ 2.2(b), 3.2(a), and 3.3(a).)

25. But, because Mr. Seery is a conditionally Indemnified Party, he self-servingly chooses essentially to use assets of the Claimant Trust to both fund a cash reserve to the Indemnity Subtrust, reportedly now totaling \$50 million, and on top

of that, create an additional “indemnity reserve” of some \$90 million in cash in the Claimant Trust. Meanwhile, Mr. Seery continues to collect substantial income in his capacity as Claimant Trustee rather than winding up the estate.

26. Simply put, Seery has chosen to dedicate assets of the Claimant Trust to erect an “indemnity wall” in front of himself instead of performing his remaining duties as the Claimant Trustee.

27. *De facto*, but for Mr. Seery’s deliberate failure to pay the remaining Class 8 and 9 claims in full with interest from the liquid assets in the Trust, the Class 10 and 11 Equity Holders are Claimant Trust Beneficiaries.

28. Notwithstanding that creditor constituencies voted to support, and the Bankruptcy Court approved, the Plan, understanding that there would be a partially independent, five-member Oversight Board supervising the monetization and distribution of estate assets, that contemplated governance structure has long since been ignored and has failed to safeguard the Claimant Trust. The representations in the Plan, the findings by the Bankruptcy Court, and the belief of the Fifth Circuit that Mr. Seery’s conduct as Claimant Trustee would be affirmatively overseen to assure that the Plan would be fully performed, are – at least as to the appropriate use of funds and indemnification -- all false.

E. Mr. Seery’s Refusal to Administer the CTA Has Created Hostility between Mr. Seery and the Beneficiaries

29. The Claimant Trust, of which Mr. Seery is Trustee, owns the limited partnership interests in the Reorganized Debtor.⁴

30. In the United States District Court for the Northern District of Texas, Highland Capital Management, L.P. (“HCMLP”), the Reorganized Debtor, filed a *Motion to Deem the Dondero Entities Vexatious Litigants and for Related Relief*, (Dist. Ct. Case No. 3:21-cv-00881-X, Dkt. No. 136) and filed a Memorandum of Law (*Id.* at Dkt. No. 137) in support thereof.

31. In the Memorandum of Law, the Reorganized Debtor (under the control of the Claimant Trust), defines “Dondero Entities” as including HMIT (Movant herein) in footnote 1, page 1. The Memorandum of Law declares that, “The Dondero Entities—all of which are dominated and controlled by or acting in concert with Dondero, HCMLP’s co-founder and ousted Chief Executive Officer—are engaged in a coordinated litigation strategy spanning nearly three years to wear down HCMLP and its management and undermine HCMLP’s confirmed Plan.” (*Id.*, p. 1.) The Memorandum further states, “Thereafter, directly and through the Dondero Entities, he began interfering with the management of the estate, threatening HCMLP employees, challenging nearly every action taken to further HCMLP’s

⁴ *Memorandum Opinion* [Dkt. No. 3903], at page 11.

reorganization, commencing new (and frivolous) litigation against HCMLP and its management both insider and outside of Bankruptcy Court...” (*Id.* at p. 2.)

32. In particular, with respect to HMIT, the reorganized Debtor’s, Memorandum states, “[s]eparately, in March 2023, HMIT sought leave to sue HCMLP for allegedly breaching its fiduciary duty and other obligations to HMIT—a prepetition equity holder.... However, HMIT’s putative complaint is emblematic of the Dondero Entities’ unceasing litigation--...” (*Id.* at ¶ 30, p. 26.) Ironically, the Memorandum was wrong: HMIT’s referenced motion sought leave to bring derivative claims *on behalf of HCMLP*.

33. Mr. Seery’s hostility to Dondero is also well documented in hearing testimony, depositions, and declarations Mr. Seery has provided since October of 2020.⁵

⁵ See Highland Capital Management, L.P.’s Memorandum of Law in Support of its Motion to Deem the Dondero Entities Vexatious Litigants and for Related Relief, Case No. 21-00881 (N.D. Tex.), Dkt. 137 (wherein the Reorganized Debtor (under the control of the Claimant Trust), defines “Dondero Entities” as including HMIT (Movant herein) at fn. 1; states “The Dondero Entities—all of which are dominated and controlled by or acting in concert with Dondero, HCMLP’s co-founder and ousted Chief Executive Officer—are engaged in a coordinated litigation strategy spanning nearly three years to wear down HCMLP and its management and undermine HCMLP’s confirmed Plan.” *Id.*, at ¶ 1.; “Thereafter, directly and through the Dondero Entities, he began interfering with the management of the estate, threatening HCMLP employees, challenging nearly every action taken to further HCMLP’s reorganization, commencing new (and frivolous) litigation against HCMLP and its management both insider and outside of Bankruptcy Court...” *Id.* at ¶ 4; “Separately, in March 2023, HMIT sought leave to sue HCMLP for allegedly breaching its fiduciary duty and other obligations to HMIT—a prepetition equity holder.... However, HMIT’s putative complaint is emblematic of the Dondero Entities’ unceasing litigation--...” *Id.* at ¶ 30); Dec. 14, 2020 Depo. Tr. at 37:22-25 (“He has an interest in sticking his fingers in virtually everything but not providing any value. That’s pretty consistent.”); Aug. 4, 2021 Hr’g Tr. at 66:15-18 (“We wanted to make sure we had a clean, fast transaction. And based upon our dealings with the Dondero entities, we didn’t think we could possibly have that.”); June 2, 2023 Depo. Tr. at 113:17-20 (“... I don’t think this was a complicated case at all. I think this could have been easily resolved. And with normal commercial actors, it would have been.”).

34. Based on the above, there can be no question that Mr. Seery (a) is overtly hostile to Dondero, (b) contends that Dondero controls HMIT, and (c) is hostile to HMIT directly. Such hostility is well beyond mere discord.

V. CAUSES OF ACTION

35. Pursuant to 12 *Del. C.* § 3327, an “officeholder,” including a trustee “may be removed in accordance with the terms of the governing instrument.” 12 *Del. C.* § 3327. Additionally, “the Court of Chancery may remove an officeholder on the Court’s own initiative or on petition of a trustor, another officeholder, or beneficiary” in any of five circumstances:

- 1) ***The officeholder has committed a breach of trust; or***
- 2) ***The continued service of the officeholder substantially impairs the administration of the trust; or***
- 3) The court, having due regard for the expressed intention of the trustor and the best interests of the beneficiaries, determines that notwithstanding the absence of a breach of trust, there exists:
 - a) A substantial change in circumstances;
 - b) ***Unfitness, unwillingness or inability of the officeholder to administer the trust or perform its duties properly; or***
 - c) ***Hostility between the officeholder and beneficiaries or other officeholders that threatens the efficient administration of the trust.***

12 *Del. C.* § 3327 (emphasis added).

Count I
(Removal of Seery for Breach of the Duty of Trust)

36. Plaintiff re-alleges and incorporates the allegations contained in the preceding paragraphs.

37. As Claimant Trustee, Mr. Seery owes duties to the Claimant Trust Beneficiaries to pay the remaining Class 8 and 9 claims in full and file the GUC Certification, thereby vesting the Class 10 and 11 Equity Interests under the terms of the CTA. (CTA at ¶¶ 1.1(h), 1.1(aa), and 5.1.) In addition, he has the duty to do so timely and “not unduly prolong the duration of the Claimant Trust.” (CTA at ¶¶ 2.2(b), 3.2(a), and 3.3(a).)

38. Mr. Seery also has a duty of loyalty and may not act in his own self-interest to the detriment of the Claimant Trust.

39. Mr. Seery has engaged in self-dealing and otherwise breached his duty of loyalty by refusing to pay the Class 8 and 9 Claims in full with interest and refusing to file the GUC Payment Certification in an effort to prevent Class 10 and 11 equity interests from “vesting” under the terms of the CTA, in order to create a “wall” of indemnity for his own benefit while continuing to collect professional fees.

40. Mr. Seery’s conduct constitutes a breach of the duty of loyalty and a breach of trust warranting Mr. Seery’s removal.

Count II
(Removal of Mr. Seery for Impairment of the Administration of the Trust)

41. Plaintiff re-alleges and incorporates the allegations contained in the preceding paragraphs.

42. The administration of the CTA requires payment to the remaining Class 8 and 9 creditors and the filing of the GUC Certification.

43. The Claimant Trust has more than sufficient funds to pay the remaining Class 8 and 9 creditors with interest. Nevertheless, Mr. Seery refuses to do so.

44. By refusing to pay the Class 8 and 9 creditors, thereby preventing the Class 10 and 11 equity interests from “vesting” under the terms of the CTA, despite the Claimant Trust having ample money to do so, Mr. Seery is substantially impairing the administration of the Trust, warranting his removal.

Count III
(Removal of Mr. Seery for Unwillingness to Administer the Trust)

45. Plaintiff re-alleges and incorporates the allegations contained in the preceding paragraphs.

46. The administration of the CTA requires payment to the remaining Class 8 and 9 creditors and the filing of the GUC Certification.

47. The Claimant Trust has more than sufficient funds to pay the remaining Class 8 and 9 creditors with interest. Nevertheless, Mr. Seery refuses to do so.

48. By refusing to pay the Class 8 and 9 creditors, thereby preventing the Class 10 and 11 equity interests from “vesting” under the terms of the CTA, despite the Claimant Trust having ample money to do so, Mr. Seery is necessarily unwilling to administer the trust, warranting his removal.

Count IV
(Removal of Mr. Seery because his Continued Services Substantially Impairs the Administration of the Trust)

49. Plaintiff re-alleges and incorporates the allegations contained in the preceding paragraphs.

50. Mr. Seery’s dual roles as Claimant Trustee and Indemnity Subtrust Administrator creates an irreconcilable conflict of interest.

51. As Claimant Trustee, Mr. Seery has duties to the Claimant Trust Beneficiaries to timely pay the remaining Class 8 and 9 claims, file the GUC Certification, and “vest” the Class 10 and 11 Equity Interests under the terms of the CTA.

52. However, Mr. Seery, as an Indemnified Party and as Indemnity Subtrust Administrator, is instead using assets of the Claimant Trust to fund a \$50 million cash reserve to the Indemnity Subtrust and create an additional \$90 million “indemnity reserve.”

53. Mr. Seery's choice to pursue creation of an "indemnity wall" as Indemnity Subtrust Administrator rather than perform his duties as Claimant Trustee substantially impairs the administration of the trust, warranting his removal.

Count V

(Removal of Mr. Seery due to Hostility that Threatens Administration of the Trust)

54. Plaintiff re-alleges and incorporates the allegations contained in the preceding paragraphs.

55. The hostility between Mr. Seery and the beneficiaries does not merely "threaten" the efficient administration of the Claimant Trust, it has in fact led to Mr. Seery refusing to administer the Claimant Trust at all, warranting Mr. Seery's removal.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff HMIT respectfully requests that this Court:

(i) remove James P. Seery, Jr. as Claimant Trustee for the Highland Claimant Trust;

(ii) appoint a neutral and professional successor trustee that is not indemnified by the assets of the Claimant Trust;

(iii) award Plaintiff all costs and attorneys' fees against Defendant pursuant to 12 *Del. C.* § 3584; and

(iv) grant Plaintiff any and all other relief, at law or in equity, to which it is entitled.

Dated: January __, 2024	BAYARD, P.A. _____ Stephen B. Braerman (#4952) 600 N. King St., Suite 400 Wilmington, Delaware 19801 (302) 655-5000 Attorneys for Plaintiff Hunter Mountain Investment Trust
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DRAFT

EXHIBIT 1

CLAIMANT TRUST AGREEMENT

This Claimant Trust Agreement, effective as of August 11, 2021 (as may be amended, supplemented, or otherwise modified in accordance with the terms hereof, this “Agreement”), by and among Highland Capital Management, L.P. (as debtor and debtor-in-possession, the “Debtor”), as settlor, and James P. Seery, Jr., as trustee (the “Claimant Trustee”), and Wilmington Trust, National Association, a national banking association (“WTNA”), as Delaware trustee (in such capacity hereunder, and not in its individual capacity, the “Delaware Trustee,” and together with the Debtor and the Claimant Trustee, the “Parties”) for the benefit of the Claimant Trust Beneficiaries entitled to the Claimant Trust Assets.

RECITALS

WHEREAS, on October 16, 2019, Highland Capital Management, L.P. filed with the United States Bankruptcy Court for the District of Delaware, a voluntary petition for relief under chapter 11 of the Bankruptcy Code, which case was subsequently transferred to the Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”) and captioned *In re Highland Capital Management, L.P.*, Case No. 19-34054-sgj11 (the “Chapter 11 Case”);

WHEREAS, on November 24, 2020, the Debtor filed the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1472] (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”),¹ which was confirmed by the Bankruptcy Court on February 22, 2021, pursuant to the *Findings of Fact and Order Confirming Plan of Reorganization for the Debtor* [Docket No. 1943] (the “Confirmation Order”);

WHEREAS, this Agreement, including all exhibits hereto, is the “Claimant Trust Agreement” described in the Plan and shall be executed on or before the Effective Date in order to facilitate implementation of the Plan; and

WHEREAS, pursuant to the Plan and Confirmation Order, the Claimant Trust Assets are to be transferred to the Claimant Trust (each as defined herein) created and evidenced by this Agreement so that (i) the Claimant Trust Assets can be held in a trust for the benefit of the Claimant Trust Beneficiaries entitled thereto in accordance with Treasury Regulation Section 301.7701-4(d) for the objectives and purposes set forth herein and in the Plan; (ii) the Claimant Trust Assets can be monetized; (iii) the Claimant Trust will transfer Estate Claims to the Litigation Sub-Trust to be prosecuted, settled, abandoned, or resolved as may be determined by the Litigation Trustee in accordance with the terms of the Litigation Sub-Trust Agreement, for the benefit of the Claimant Trust; (iv) proceeds of the Claimant Trust Assets, including Estate Claims, may be distributed to the Claimant Trust Beneficiaries² in accordance with the Plan; (v) the Claimant Trustee can resolve

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan. The confirmed Plan included certain amendments filed on February 1, 2021. *See Debtor’s Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)*, Docket No. 1875, Exh. B.

² For the avoidance of doubt, and as set forth in the Plan, Holders of Class A Limited Partnership Interests and Class B/C Limited Partnership Interests will be Claimant Trust Beneficiaries only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent applicable, post-petition interest in accordance with the terms and conditions set forth herein and in the Plan.

Disputed Claims as set forth herein and in the Plan; and (vi) administrative services relating to the activities of the Claimant Trust and relating to the implementation of the Plan can be performed by the Claimant Trustee.

DECLARATION OF TRUST

NOW, THEREFORE, in order to declare the terms and conditions hereof, and in consideration of the premises and mutual agreements herein contained, the confirmation of the Plan and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor, the Claimant Trustee, and the Delaware Trustee have executed this Agreement for the benefit of the Claimant Trust Beneficiaries entitled to share in the Claimant Trust Assets and, at the direction of such Claimant Trust Beneficiaries as provided for in the Plan.

TO HAVE AND TO HOLD unto the Claimant Trustee and his successors or assigns in trust, under and subject to the terms and conditions set forth herein and for the benefit of the Claimant Trust Beneficiaries, and for the performance of and compliance with the terms hereof and of the Plan; provided, however, that upon termination of the Claimant Trust in accordance with Article IX hereof, this Claimant Trust Agreement shall cease, terminate, and be of no further force and effect, unless otherwise specifically provided for herein.

IT IS FURTHER COVENANTED AND DECLARED that the Claimant Trust Assets are to be strictly held and applied by the Claimant Trustee subject to the specific terms set forth below.

ARTICLE I. **DEFINITION AND TERMS**

1.1 Certain Definitions. Unless the context shall otherwise require and except as contained in this Section 1.1 or as otherwise defined herein, the capitalized terms used herein shall have the respective meanings assigned thereto in the “Definitions,” Section 1.1 of the Plan or if not defined therein, shall have the meanings assigned thereto in the applicable Section of the Plan. For all purposes of this Agreement, the following terms shall have the following meanings:

(a) “Acis” means collectively, Acis Capital Management, L.P. and Acis Capital Management GP, LLP.

(b) “Bankruptcy Court” has the meaning set forth in the Recitals hereof.

(c) “Cause” means (i) a Person’s willful failure to perform his material duties hereunder (which material duties shall include, without limitation, with respect to a Member, or to the extent applicable, the Claimant Trustee, regular attendance at regularly scheduled meetings of the Oversight Board), which is not remedied within 30 days of notice; (ii) a Person’s commission of an act of fraud, theft, or embezzlement during the performance of his or her duties hereunder; (iii) a Person’s conviction of a felony (other than a felony that does not involve fraud, theft, embezzlement, or jail time) with all appeals having been exhausted or appeal periods lapsed; or (iv) a Person’s gross negligence, bad faith, willful misconduct, or knowing violation of law in the performance of his or her duties hereunder.

(d) “Claimant Trust Agreement” means this Agreement.

(e) “Claimant Trustee” means James P. Seery, Jr., as the initial “Claimant Trustee” hereunder and as defined in the Plan, and any successor Claimant Trustee that may be appointed pursuant to the terms of this Agreement.

(f) “Claimant Trust” means the “Highland Claimant Trust” established in accordance with the Delaware Statutory Trust Act and Treasury Regulation Section 301.7701-4(d) pursuant to this Agreement.

(g) “Claimant Trust Assets” means (i) other than the Reorganized Debtor Assets (which are expressly excluded from this definition), all other Assets of the Estate, including, but not limited to, all Causes of Action, Available Cash, any proceeds realized or received from such Assets, all rights of setoff, recoupment, and other defenses with respect, relating to, or arising from such Assets, (ii) any Assets transferred by the Reorganized Debtor to the Claimant Trust on or after the Effective Date, (iii) the limited partnership interests in the Reorganized Debtor, and (iv) the ownership interests in New GP LLC. For the avoidance of doubt, any Causes of Action that, for any reason, are not capable of being transferred to the Claimant Trust shall constitute Reorganized Debtor Assets.

(h) “Claimant Trust Beneficiaries” means the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, and, only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent applicable, post-petition interest at the federal judgment rate in accordance with the terms and conditions set forth herein, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.

(i) “Claimant Trust Expense Cash Reserve” means \$[•] million in Cash to be funded pursuant to the Plan into a bank account of the Claimant Trust on or before the Effective Date for the purpose of paying Claimant Trust Expenses in accordance herewith.

(j) “Claimant Trust Expenses” means the costs, expenses, liabilities and obligations incurred by the Claimant Trust and/or the Claimant Trustee in administering and conducting the affairs of the Claimant Trust, and otherwise carrying out the terms of the Claimant Trust and the Plan on behalf of the Claimant Trust, including without any limitation, any taxes owed by the Claimant Trust, and the fees and expenses of the Claimant Trustee and professional persons retained by the Claimant Trust or Claimant Trustee in accordance with this Agreement.

(k) “Committee Member” means a Member who is/was also a member of the Creditors’ Committee.

(l) “Conflicted Member” has the meaning set forth in Section 4.6(c) hereof.

(m) “Contingent Trust Interests” means the contingent interests in the Claimant Trust to be distributed to Holders of Class A Limited Partnership Interests and Class B/C Limited Partnership Interests in accordance with the Plan.

(n) “Creditors’ Committee” means the Official Committee of Unsecured Creditors appointed pursuant to section 1102 of the Bankruptcy Code in the Chapter 11 Case, comprised of Acis, Meta-e Discovery, the Redeemer Committee and UBS.

(o) “Delaware Statutory Trust Act” means the Delaware Statutory Trust Act 12 Del C. §3801, et seq. as amended from time to time.

(p) “Delaware Trustee” has the meaning set forth in the introduction hereof.

(q) “Disability” means as a result of the Claimant Trustee’s or a Member’s incapacity due to physical or mental illness as determined by an accredited physician or psychologist, as applicable, selected by the Claimant Trustee or the Member, as applicable, the Claimant Trustee or such Member has been substantially unable to perform his or her duties hereunder for three (3) consecutive months or for an aggregate of 180 days during any period of twelve (12) consecutive months.

(r) “Disinterested Members” has the meaning set forth in Section 4.1 hereof.

(s) “Disputed Claims Reserve” means the reserve account to be opened by the Claimant Trust on or after the Effective Date and funded in an initial amount determined by the Claimant Trustee [(in a manner consistent with the Plan and with the consent of a simple majority of the Oversight Board)] to be sufficient to pay Disputed Claims under the Plan.

(t) “Employees” means the employees of the Debtor set forth in the Plan Supplement.

(u) “Employee Claims” means any General Unsecured Claim held by an Employee other than the Claims of the Senior Employees subject to stipulations (provided such stipulations are executed by any such Senior Employee of the Debtor prior to the Effective Date).

(v) “Estate Claims” has the meaning given to it in Exhibit A to the *Notice of Final Term Sheet* [Docket No. 354].

(w) “Equity Trust Interests” has the meaning given to it in Section 5.1(c) hereof.

(x) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(y) “General Unsecured Claim Trust Interests” means interests in the Claimant Trust to be distributed to Holders of Allowed Class 8 General Unsecured Claims (including Disputed General Unsecured Claims that are subsequently Allowed) in accordance with the Plan.

(z) “GUC Beneficiaries” means the Claimant Trust Beneficiaries who hold General Unsecured Claim Trust Interests.

(aa) “GUC Payment Certification” has the meaning given to it in Section 5.1(c) hereof.

(bb) “HarbourVest” means, collectively, HarbourVest 2017 Global Fund, L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment, L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners, L.P.

(cc) “Investment Advisers Act” means the Investment Advisers Act of 1940, as amended.

(dd) “Investment Company Act” means the Investment Company Act of 1940, as amended.

(ee) “Litigation Sub-Trust” means the sub-trust created pursuant to the Litigation Sub-Trust Agreement, which shall hold the Claimant Trust Assets that are Estate Claims and investigate, litigate, and/or settle the Estate Claims for the benefit of the Claimant Trust.

(ff) “Litigation Sub-Trust Agreement” means the litigation sub-trust agreement to be entered into by and between the Claimant Trustee and Litigation Trustee establishing and setting forth the terms and conditions of the Litigation Sub-Trust and governing the rights and responsibilities of the Litigation Trustee.

(gg) “Litigation Trustee” means Marc S. Kirschner, and any successor Litigation Trustee that may be appointed pursuant to the terms of the Litigation Sub-Trust Agreement, who shall be responsible for investigating, litigating, and settling the Estate Claims for the benefit of the Claimant Trust in accordance with the terms and conditions set forth in the Litigation Sub-Trust Agreement.

(hh) “Managed Funds” means Highland Multi-Strategy Credit Fund, L.P., Highland Restoration Capital Partners, L.P., and any other investment vehicle managed by the Debtor pursuant to an Executory Contract assumed pursuant to the Plan; *provided, however*, that the Highland Select Equity Fund, L.P. (and its direct and indirect subsidiaries) will not be considered a Managed Fund for purposes hereof.

(ii) “Material Claims” means the Claims asserted by UBS, Patrick Hagaman Daugherty, Integrated Financial Associates, Inc., and the Employees.

(jj) “Member” means a Person that is member of the Oversight Board.

(kk) “New GP LLC” means the general partner of the Reorganized Debtor.

(ll) “Oversight Board” means the board comprised of five (5) Members established pursuant to the Plan and Article III of this Agreement to oversee the Claimant Trustee’s performance of his duties and otherwise serve the functions set forth in this Agreement and those of the “Claimant Trust Oversight Committee” described in the Plan. Subject to the terms of this Agreement, the initial Members of the Oversight Board shall be: (i) Eric Felton, as representative of the Redeemer Committee; (ii) Josh Terry, as representative of Acis; (iii) Elizabeth Kozlowski, as representative of UBS; (iv) Paul McVoy, as representative of Meta-e Discovery; and (v) David Pauker.

(mm) “Plan” has the meaning set forth in the Recitals hereof.

(nn) “Privileges” means the Debtor’s rights, title and interests in and to any privilege or immunity attaching to any documents or communications (whether written or oral) associated with any of the Estate Claims or Employee Claims, including, without limitation, to,

attorney-client privilege and work-product privilege as defined in Rule 502(g) of the Federal Rules of Evidence; provided, however, that “Privileges” shall not include the work-product privilege of any non-Employee attorney or attorneys that has not been previously shared with the Debtor or any of its employees and the work-product privilege shall remain with the non-Employee attorney or attorneys who created such work product so long as it has not been previously shared with the Debtor or any of its employees, or otherwise waived.

(oo) “PSZJ” means Pachulski Stang Ziehl & Jones LLP.

(pp) “Redeemer Committee” means the Redeemer Committee of the Highland Crusader Fund.

(qq) “Registrar” has the meaning given to it in Section 5.3(a) hereof.

(rr) “Reorganized Debtor Assets” means any limited and general partnership interests held by the Debtor, the management of the Managed Funds and those Causes of Action (including, without limitation, claims for breach of fiduciary duty), that, for any reason, are not capable of being transferred to the Claimant Trust. For the avoidance of doubt, “Reorganized Debtor Assets” includes any partnership interests or shares of Managed Funds held by the Debtor but does not include the underlying portfolio assets held by the Managed Funds.

(ss) “Securities Act” means the Securities Act of 1933, as amended.

(tt) “Subordinated Beneficiaries” means the Claimant Trust Beneficiaries who hold Subordinated Claim Trust Interests.

(uu) “Subordinated Claim Trust Interests” means the subordinated interests in the Claimant Trust to be distributed to Holders of Allowed Class 9 Subordinated Claims in accordance with the Plan.

(vv) “TIA” means the Trust Indenture Act of 1939, as amended.

(ww) “Trust Interests” means collectively the General Unsecured Claim Trust Interests, Subordinated Claim Trust Interests, and Equity Trust Interests.

(xx) “Trust Register” has the meaning given to it in Section 5.4(b) hereof.

(yy) “Trustees” means collectively the Claimant Trustee and Delaware Trustee, however, it is expressly understood and agreed that the Delaware Trustee shall have none of the duties or liabilities of the Claimant Trustee.

(zz) “UBS” means collectively UBS Securities LLC and UBS AG London Branch.

(aaa) “WilmerHale” Wilmer Cutler Pickering Hale & Dorr LLP.

1.2 General Construction. As used in this Agreement, the masculine, feminine and neuter genders, and the plural and singular numbers shall be deemed to include the others in all

cases where they would apply. “Includes” and “including” are not limiting and “or” is not exclusive. References to “Articles,” “Sections” and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code, the Bankruptcy Rules, or other law, statute or regulation, refer to the corresponding Articles, Sections and other subdivisions of this Agreement, and the words “herein,” “hereafter” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or subdivision of this Agreement. Amounts expressed in dollars or following the symbol “\$” shall be deemed to be in United States dollars. References to agreements or instruments shall be deemed to refer to such agreements or instruments as the same may be amended, supplemented, or otherwise modified in accordance with the terms thereof.

1.3 Incorporation of the Plan. The Plan is hereby incorporated into this Agreement and made a part hereof by this reference.

ARTICLE II. **ESTABLISHMENT OF THE CLAIMANT TRUST**

2.1 Creation of Name of Trust.

(a) The Claimant Trust is hereby created as a statutory trust under the Delaware Statutory Trust Act and shall be called the “Highland Claimant Trust.” The Claimant Trustee shall be empowered to conduct all business and hold all property constituting the Claimant Trust Assets in such name in accordance with the terms and conditions set forth herein.

(b) The Trustees shall cause to be executed and filed in the office of the Secretary of State of the State of Delaware the Certificate of Trust and agree to execute, acting solely in their capacity as Trustees, such certificates as may from time to time be required under the Delaware Statutory Trust Act or any other Delaware law.

2.2 Objectives.

(a) The Claimant Trust is established for the purpose of satisfying Allowed General Unsecured Claims and Allowed Subordinated Claims (and only to the extent provided herein, Allowed Class A Limited Partnership Interests and Class B/C Limited Partnership Interests) under the Plan, by monetizing the Claimant Trust Assets transferred to it and making distributions to the Claimant Trust Beneficiaries. The Claimant Trust shall not continue or engage in any trade or business except to the extent reasonably necessary to monetize and distribute the Claimant Trust Assets consistent with this Agreement and the Plan and act as sole member and manager of New GP LLC. The Claimant Trust shall provide a mechanism for (i) the monetization of the Claimant Trust Assets and (ii) the distribution of the proceeds thereof, net of all claims, expenses, charges, liabilities, and obligations of the Claimant Trust, to the Claimant Trust Beneficiaries in accordance with the Plan. In furtherance of this distribution objective, the Claimant Trust will, from time to time, prosecute and resolve objections to certain Claims and Interests as provided herein and in the Plan.

(b) It is intended that the Claimant Trust be classified for federal income tax purposes as a “liquidating trust” within the meaning of section 301.7701-4(d) of the Treasury Regulations. In furtherance of this objective, the Claimant Trustee shall, in his business judgment,

make continuing best efforts to (i) dispose of or monetize the Claimant Trust Assets and resolve Claims, (ii) make timely distributions, and (iii) not unduly prolong the duration of the Claimant Trust, in each case in accordance with this Agreement.

2.3 Nature and Purposes of the Claimant Trust.

(a) The Claimant Trust is organized and established as a trust for the purpose of monetizing the Claimant Trust Assets and making distributions to Claimant Trust Beneficiaries in a manner consistent with “liquidating trust” status under Treasury Regulation Section 301.7701-4(d). The Claimant Trust shall retain all rights to commence and pursue all Causes of Action of the Debtor other than (i) Estate Claims, which shall be assigned to and commenced and pursued by the Litigation Trustee pursuant to the terms of the Litigation Sub-Trust Agreement, and (ii) Causes of Action constituting Reorganized Debtor Assets, if any, which shall be commenced and pursued by the Reorganized Debtor at the direction of the Claimant Trust as sole member of New GP LLC pursuant to the terms of the Reorganized Limited Partnership Agreement. The Claimant Trust and Claimant Trustee shall have and retain, and, as applicable, assign and transfer to the Litigation Sub-Trust and Litigation Trustee, any and all rights, defenses, cross-claims and counter-claims held by the Debtor with respect to any Claim as of the Petition Date. On and after the date hereof, in accordance with and subject to the Plan, the Claimant Trustee shall have the authority to (i) compromise, settle or otherwise resolve, or withdraw any objections to Claims against the Debtor, provided, however, the Claimant Trustee shall only have the authority to compromise or settle any Employee Claim with the unanimous consent of the Oversight Board and in the absence of unanimous consent, any such Employee Claim shall be transferred to the Litigation Sub-Trust and be litigated, comprised, settled, or otherwise resolved exclusively by the Litigation Trustee and (ii) compromise, settle, or otherwise resolve any Disputed Claims without approval of the Bankruptcy Court, which authority may be shared with or transferred to the Litigation Trustee in accordance with the terms of the Litigation Sub-Trust Agreement. For the avoidance of doubt, the Claimant Trust, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable state trust law, is appointed as the successor-in-interest to, and representative of, the Debtor and its Estate for the retention, enforcement, settlement, and adjustment of all Claims other than Estate Claims, the Employee Claims, and those Claims constituting Reorganized Debtor Assets.

(b) The Claimant Trust shall be administered by the Claimant Trustee, in accordance with this Agreement, for the following purposes:

(i) to manage and monetize the Claimant Trust Assets in an expeditious but orderly manner with a view towards maximizing value within a reasonable time period;

(ii) to litigate and settle Claims in Class 8 and Class 9 (other than the Employee Claims, which shall be litigated and/or settled by the Litigation Trustee if the Oversight Board does not unanimously approve of any proposed settlement of such Employee Claim by the Claimant Trustee) and any of the Causes of Action included in the Claimant Trust Assets (including any cross-claims and counter-claims); provided, however, that Estate Claims transferred to the Litigation Sub-Trust shall be litigated and settled by the Litigation Trustee pursuant to the terms of the Litigation Sub-Trust Agreement;

(iii) to distribute net proceeds of the Claimant Trust Assets to the Claimant Trust Beneficiaries;

(iv) to distribute funds from the Disputed Claims Reserve to Holders of Trust Interests or to the Reorganized Debtor for distribution to Holders of Disputed Claims in each case in accordance with the Plan from time to time as any such Holder's Disputed Claim becomes an Allowed Claim under the Plan;

(v) to distribute funds to the Litigation Sub-Trust at the direction the Oversight Board;

(vi) to serve as the limited partner of, and to hold the limited partnership interests in, the Reorganized Debtor;

(vii) to serve as the sole member and manager of New GP LLC, the Reorganized Debtor's general partner;

(viii) to oversee the management and monetization of the Reorganized Debtor Assets pursuant to the terms of the Reorganized Limited Partnership Agreement, in its capacity as the sole member and manager of New GP LLC pursuant to the terms of the New GP LLC Documents, all with a view toward maximizing value in a reasonable time in a manner consistent with the Reorganized Debtor's fiduciary duties as investment adviser to the Managed Funds; and

(ix) to perform any other functions and take any other actions provided for or permitted by this Agreement and the Plan, and in any other agreement executed by the Claimant Trustee.

2.4 Transfer of Assets and Rights to the Claimant Trust; Litigation Sub-Trust.

(a) On the Effective Date, pursuant to the Plan, the Debtor shall irrevocably transfer, assign, and deliver, and shall be deemed to have transferred, assigned, and delivered, all Claimant Trust Assets and related Privileges held by the Debtor to the Claimant Trust free and clear of all Claims, Interests, Liens, and other encumbrances, and liabilities, except as provided in the Plan and this Agreement. To the extent certain assets comprising the Claimant Trust Assets, because of their nature or because such assets will accrue or become transferable subsequent to the Effective Date, and cannot be transferred to, vested in, and assumed by the Claimant Trust on such date, such assets shall be considered Reorganized Debtor Assets, which may be subsequently transferred to the Claimant Trust by the Reorganized Debtor consistent with the terms of the Reorganized Limited Partnership Agreement after such date.

(b) On or as soon as practicable after the Effective Date, the Claimant Trust shall irrevocably transfer, assign, and deliver, and shall be deemed to have transferred, assigned, and delivered, all Estate Claims and related Privileges held by the Claimant Trust to the Litigation Sub-Trust Trust free and clear of all Claims, Interests, Liens, and other encumbrances, and liabilities, except as provided in the Plan, this Agreement, and the Litigation Sub-Trust Agreement. Following the transfer of such Privileges, the Litigation Trustee shall have the power to waive the Privileges being so assigned and transferred.

(c) On or before the Effective Date, and continuing thereafter, the Debtor or Reorganized Debtor, as applicable, shall provide (i) for the Claimant Trustee's and Litigation Trustee's reasonable access to all records and information in the Debtor's and Reorganized Debtor's possession, custody or control, (ii) that all Privileges related to the Claimant Trust Assets shall transfer to and vest exclusively in the Claimant Trust (except for those Privileges that will be transferred and assigned to the Litigation Sub-Trust in respect of the Estate Claims), and (iii) subject to Section 3.12(c), the Debtor and Reorganized Debtor shall preserve all records and documents (including all electronic records or documents), including, but not limited to, the Debtor's file server, email server, email archiving system, master journal, SharePoint, Oracle E-Business Suite, Advent Geneva, Siepe database, Bloomberg chat data, and any backups of the foregoing, until such time as the Claimant Trustee, with the consent of the Oversight Board and, if pertaining to any of the Estate Claims, the Litigation Trustee, directs the Reorganized Debtor, as sole member of its general partner, that such records are no longer required to be preserved. For the purposes of transfer of documents, the Claimant Trust or Litigation Sub-Trust, as applicable, is an assignee and successor to the Debtor in respect of the Claimant Trust Assets and Estate Claims, respectively, and shall be treated as such in any review of confidentiality restrictions in requested documents.

(d) Until the Claimant Trust terminates pursuant to the terms hereof, legal title to the Claimant Trust Assets (other than Estate Claims) and all property contained therein shall be vested at all times in the Claimant Trust as a separate legal entity, except where applicable law in any jurisdiction requires title to any part of the Claimant Trust Assets to be vested in the Claimant Trustee, in which case title shall be deemed to be vested in the Claimant Trustee, solely in his capacity as Claimant Trustee. For purposes of such jurisdictions, the term Claimant Trust, as used herein, shall be read to mean the Claimant Trustee.

2.5 Principal Office. The principal office of the Claimant Trust shall be maintained by the Claimant Trustee at the following address: 100 Crescent Court, Suite 1850, Dallas, Texas 75201.

2.6 Acceptance. The Claimant Trustee accepts the Claimant Trust imposed by this Agreement and agrees to observe and perform that Claimant Trust, on and subject to the terms and conditions set forth herein and in the Plan.

2.7 Further Assurances. The Debtor, Reorganized Debtor, and any successors thereof will, upon reasonable request of the Claimant Trustee, execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or proper to transfer to the Claimant Trustee any portion of the Claimant Trust Assets intended to be conveyed hereby and in the Plan in the form and manner provided for hereby and in the Plan and to vest in the Claimant Trustee the powers, instruments or funds in trust hereunder.

2.8 Incidents of Ownership. The Claimant Trust Beneficiaries shall be the sole beneficiaries of the Claimant Trust and the Claimant Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized herein.

ARTICLE III.
THE TRUSTEES

3.1 Role. In furtherance of and consistent with the purpose of the Claimant Trust, the Plan, and this Agreement, the Claimant Trustee, subject to the terms and conditions contained herein, in the Plan, and in the Confirmation Order, shall serve as Claimant Trustee with respect to the Claimant Trust Assets for the benefit of the Claimant Trust Beneficiaries and maintain, manage, and take action on behalf of the Claimant Trust.

3.2 Authority.

(a) In connection with the administration of the Claimant Trust, in addition to any and all of the powers enumerated elsewhere herein, the Claimant Trustee shall, in an expeditious but orderly manner, monetize the Claimant Trust Assets, make timely distributions and not unduly prolong the duration of the Claimant Trust. The Claimant Trustee shall have the power and authority and is authorized to perform any and all acts necessary and desirable to accomplish the purposes of this Agreement and the provisions of the Plan and the Confirmation Order relating to the Claimant Trust, within the bounds of this Agreement, the Plan, the Confirmation Order, and applicable law. The Claimant Trustee will monetize the Claimant Trust Assets with a view toward maximizing value in a reasonable time.

(b) The Claimant Trustee, subject to the limitations set forth in Section 3.3 of this Agreement shall have the right to prosecute, defend, compromise, adjust, arbitrate, abandon, estimate, or otherwise deal with and settle any and all Claims and Causes of Action that are part of the Claimant Trust Assets, other than the Estate Claims transferred to the Litigation Sub-Trust, as the Claimant Trustee determines is in the best interests of the Claimant Trust; provided, however, that if the Claimant Trustee proposes a settlement of an Employee Claim and does not obtain unanimous consent of the Oversight Board of such settlement, such Employee Claim shall be transferred to the Litigation Sub-Trust for the Litigation Trustee to litigate. To the extent that any action has been taken to prosecute, defend, compromise, adjust, arbitrate, abandon, or otherwise deal with and settle any such Claims and Causes of Action prior to the Effective Date, on the Effective Date the Claimant Trustee shall be substituted for the Debtor in connection therewith in accordance with Rule 25 of the Federal Rules of Civil Procedure, made applicable by Rule 7025 of the Federal Rules of Bankruptcy Procedure, and the caption with respect to such pending action shall be changed to the following “[Claimant Trustee], not individually but solely as Claimant Trustee for the Claimant Trust, et al. v. [Defendant]”.

(c) Subject in all cases to any limitations contained herein, in the Confirmation Order, or in the Plan, the Claimant Trustee shall have the power and authority to:

(i) solely as required by Section 2.4(d), hold legal title to any and all rights of the Claimant Trust and Beneficiaries in or arising from the Claimant Trust Assets, including collecting and receiving any and all money and other property belonging to the Claimant Trust and the right to vote or exercise any other right with respect to any claim or interest relating to the Claimant Trust Assets in any case under the Bankruptcy Code and receive any distribution with respect thereto;

(ii) open accounts for the Claimant Trust and make distributions of Claimant Trust Assets in accordance herewith;

(iii) as set forth in Section 3.11, exercise and perform the rights, powers, and duties held by the Debtor with respect to the Claimant Trust Assets (other than Estate Claims), including the authority under section 1123(b)(3) of the Bankruptcy Code, and shall be deemed to be acting as a representative of the Debtor's Estate with respect to the Claimant Trust Assets, including with respect to the sale, transfer, or other disposition of the Claimant Trust Assets;

(iv) settle or resolve any Claims in Class 8 and Class 9 other than the Material Claims and any Equity Interests;

(v) sell or otherwise monetize any publicly-traded asset for which there is a marketplace and any other assets (other than the Other Assets (as defined below)) valued less than or equal to \$3,000,000 (over a thirty-day period);

(vi) upon the direction of the Oversight Board, fund the Litigation Sub-Trust on the Effective Date and as necessary thereafter;

(vii) exercise and perform the rights, powers, and duties arising from the Claimant Trust's role as sole member of New GP LLC, and the role of New GP LLC, as general partner of the Reorganized Debtor, including the management of the Managed Funds;

(viii) protect and enforce the rights to the Claimant Trust Assets by any method deemed appropriate, including by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

(ix) obtain reasonable insurance coverage with respect to any liabilities and obligations of the Trustees, Litigation Trustee, and the Members of the Oversight Board solely in their capacities as such, in the form of fiduciary liability insurance, a directors and officers policy, an errors and omissions policy, or otherwise. The cost of any such insurance shall be a Claimant Trust Expense and paid by the Claimant Trustee from the Claimant Trust Assets;

(x) without further order of the Bankruptcy Court, but subject to the terms of this Agreement, employ various consultants, third-party service providers, and other professionals, including counsel, tax advisors, consultants, brokers, investment bankers, valuation counselors, and financial advisors, as the Claimant Trustee deems necessary to aid him in fulfilling his obligations under this Agreement; such consultants, third-party service providers, and other professionals shall be retained pursuant to whatever fee arrangement the Claimant Trustee deems appropriate, including contingency fee arrangements and any fees and expenses incurred by such professionals engaged by the Claimant Trustee shall be Claimant Trust Expenses and paid by the Claimant Trustee from the Claimant Trust Assets;

(xi) retain and approve compensation arrangements of an independent public accounting firm to perform such reviews and/or audits of the financial books and records of the Claimant Trust as may be required by this Agreement, the Plan, the Confirmation Order, and applicable laws and as may be reasonably and appropriate in Claimant Trustee's discretion. Subject to the foregoing, the Claimant Trustee may commit the Claimant Trust to, and shall pay,

such independent public accounting firm reasonable compensation for services rendered and reasonable and documented out-of-pocket expenses incurred, and all such compensation and reimbursement shall be paid by the Claimant Trustee from Claimant Trust Assets;

(xii) prepare and file (A) tax returns for the Claimant Trust treating the Claimant Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a), (B) an election pursuant to Treasury Regulation 1.468B-9(c) to treat the Disputed Claims Reserve as a disputed ownership fund, in which case the Claimant Trustee will file federal income tax returns and pay taxes for the Disputed Claim Reserve as a separate taxable entity, or (C) any periodic or current reports that may be required under applicable law;

(xiii) prepare and send annually to the Beneficiaries, in accordance with the tax laws, a separate statement stating a Beneficiary's interest in the Claimant Trust and its share of the Claimant Trust's income, gain, loss, deduction or credit, and to instruct all such Beneficiaries to report such items on their federal tax returns;

(xiv) to the extent applicable, assert, enforce, release, or waive any attorney-client communication, attorney work product or other Privilege or defense on behalf of the Claimant Trust (including as to any Privilege that the Debtor held prior to the Effective Date), including to provide any information to insurance carriers that the Claimant Trustee deems necessary to utilize applicable insurance coverage for any Claim or Claims;

(xv) subject to Section 3.4, invest the proceeds of the Claimant Trust Assets and all income earned by the Claimant Trust, pending any distributions in short-term certificates of deposit, in banks or other savings institutions, or other temporary, liquid investments, such as Treasury bills;

(xvi) request any appropriate tax determination with respect to the Claimant Trust, including a determination pursuant to section 505 of the Bankruptcy Code;

(xvii) take or refrain from taking any and all actions the Claimant Trustee reasonably deems necessary for the continuation, protection, and maximization of the value of the Claimant Trust Assets consistent with purposes hereof;

(xviii) take all steps and execute all instruments and documents necessary to effectuate the purpose of the Claimant Trust and the activities contemplated herein and in the Confirmation Order and the Plan, and take all actions necessary to comply with the Confirmation Order, the Plan, and this Agreement and the obligations thereunder and hereunder;

(xix) exercise such other powers and authority as may be vested in or assumed by the Claimant Trustee by any Final Order;

(xx) evaluate and determine strategy with respect to the Claimant Trust Assets, and hold, pursue, prosecute, adjust, arbitrate, compromise, release, settle or abandon the Claimant Trust Assets on behalf of the Claimant Trust; and

(xxi) with respect to the Claimant Trust Beneficiaries, perform all duties and functions of the Distribution Agent as set forth in the Plan, including distributing Cash from

the Disputed Claims Reserve, solely on account of Disputed Class 1 through Class 7 Claims that were Disputed as of the Effective Date, but become Allowed, to the Reorganization Debtor such that the Reorganized Debtor can satisfy its duties and functions as Distribution Agent with respect to Claims in Class 1 through Class 7 (the foregoing subparagraphs (i)-(xxi) being collectively, the “Authorized Acts”).

(d) The Claimant Trustee and the Oversight Committee will enter into an agreement as soon as practicable after the Effective Date concerning the Claimant Trustee’s authority with respect to certain other assets, including certain portfolio company assets (the “Other Assets”).

(e) The Claimant Trustee has the power and authority to act as trustee of the Claimant Trust and perform the Authorized Acts through the date such Claimant Trustee resigns, is removed, or is otherwise unable to serve for any reason.

3.3 Limitation of Authority.

(a) Notwithstanding anything herein to the contrary, the Claimant Trust and the Claimant Trustee shall not (i) be authorized to engage in any trade or business, (ii) take any actions inconsistent with the management of the Claimant Trust Assets as are required or contemplated by applicable law, the Confirmation Order, the Plan, and this Agreement, (iii) take any action in contravention of the Confirmation Order, the Plan, or this Agreement, or (iv) cause New GP LLC to cause the Reorganized Debtor to take any action in contravention of the Plan, Plan Documents or the Confirmation Order.

(b) Notwithstanding anything herein to the contrary, and in no way limiting the terms of the Plan, the Claimant Trustee must receive the consent by vote of a simple majority of the Oversight Board pursuant to the notice and quorum requirements set forth in Section 4.5 herein, in order to:

- (i) terminate or extend the term of the Claimant Trust;
- (ii) prosecute, litigate, settle or otherwise resolve any of the Material Claims;
- (iii) except otherwise set forth herein, sell or otherwise monetize any assets that are not Other Assets, including Reorganized Debtor Assets (other than with respect to the Managed Funds), that are valued greater than \$3,000,000 (over a thirty-day period);
- (iv) except for cash distributions made in accordance with the terms of this Agreement, make any cash distributions to Claimant Trust Beneficiaries in accordance with Article IV of the Plan;
- (v) except for any distributions made in accordance with the terms of this Agreement, make any distributions from the Disputed Claims Reserve to Holders of Disputed Claims after such time that such Holder’s Claim becomes an Allowed Claim under the Plan;

(vi) reserve or retain any cash or cash equivalents in an amount reasonably necessary to meet claims and contingent liabilities (including Disputed Claims and any indemnification obligations that may arise under Section 8.2 of this Agreement), to maintain the value of the Claimant Trust Assets, or to fund ongoing operations and administration of the Litigation Sub-Trust;

(vii) borrow as may be necessary to fund activities of the Claimant Trust;

(viii) determine whether the conditions under Section 5.1(c) of this Agreement have been satisfied such that a certification should be filed with the Bankruptcy Court;

(ix) invest the Claimant Trust Assets, proceeds thereof, or any income earned by the Claimant Trust (for the avoidance of doubt, this shall not apply to investment decisions made by the Reorganized Debtor or its subsidiaries solely with respect to Managed Funds);

(x) change the compensation of the Claimant Trustee;

(xi) subject to ARTICLE X, make structural changes to the Claimant Trust or take other actions to minimize any tax on the Claimant Trust Assets; and

(xii) retain counsel, experts, advisors, or any other professionals; provided, however, the Claimant Trustee shall not be required to obtain the consent of the Oversight Board for the retention of (i) PSZJ, WilmerHale, or Development Specialists, Inc. and (ii) any other professional whose expected fees and expenses are estimated at less than or equal to \$200,000.

(c) [Reserved.]

3.4 Investment of Cash. The right and power of the Claimant Trustee to invest the Claimant Trust Assets, the proceeds thereof, or any income earned by the Claimant Trust, with majority approval of the Oversight Board, shall be limited to the right and power to invest in such Claimant Trust Assets only in Cash and U.S. Government securities as defined in section 29(a)(16) of the Investment Company Act; provided, however that (a) the scope of any such permissible investments shall be further limited to include only those investments that a “liquidating trust” within the meaning of Treasury Regulation Section 301.7701-4(d), may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the Internal Revenue Service (“IRS”) guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise, (b) the Claimant Trustee may retain any Claimant Trust Assets received that are not Cash only for so long as may be required for the prompt and orderly monetization or other disposition of such assets, and (c) the Claimant Trustee may expend the assets of the Claimant Trust (i) as reasonably necessary to meet contingent liabilities (including indemnification and similar obligations) and maintain the value of the assets of the Claimant Trust during the pendency of this Claimant Trust, (ii) to pay Claimant Trust Expenses (including, but not limited to, any taxes imposed on the Claimant Trust and reasonable attorneys’ fees and expenses in connection with litigation), and (iii) to satisfy other liabilities incurred or assumed by the Claimant Trust (or to which the assets are otherwise subject) in accordance with the Plan or this Agreement).

3.5 Binding Nature of Actions. All actions taken and determinations made by the Claimant Trustee in accordance with the provisions of this Agreement shall be final and binding upon any and all Beneficiaries.

3.6 Term of Service. The Claimant Trustee shall serve as the Claimant Trustee for the duration of the Claimant Trust, subject to death, resignation or removal.

3.7 Resignation. The Claimant Trustee may resign as Claimant Trustee of the Claimant Trust by an instrument in writing delivered to the Bankruptcy Court and Oversight Board at least thirty (30) days before the proposed effective date of resignation. The Claimant Trustee shall continue to serve as Claimant Trustee after delivery of the Claimant Trustee's resignation until the proposed effective date of such resignation, unless the Claimant Trustee and a simple majority of the Oversight Board consent to an earlier effective date, which earlier effective date shall be no earlier than the date of appointment of a successor Claimant Trustee in accordance with Section 3.9 hereof becomes effective.

3.8 Removal.

(a) The Claimant Trustee may be removed by a simple majority vote of the Oversight Board for Cause immediately upon notice thereof, or without Cause upon 60 days' prior written notice. Upon the removal of the Claimant Trustee pursuant hereto, the Claimant Trustee will resign, or be deemed to have resigned, from any role or position he or she may have at New GP LLC or the Reorganized Debtor effective upon the expiration of the foregoing 60 day period unless the Claimant Trustee and a simple majority of the Oversight Board agree otherwise.

(b) To the extent there is any dispute regarding the removal of a Claimant Trustee (including any dispute relating to any compensation or expense reimbursement due under this Agreement) the Bankruptcy Court shall retain jurisdiction to consider and adjudicate such dispute. Notwithstanding the foregoing, the Claimant Trustee will continue to serve as the Claimant Trustee after his removal until the earlier of (i) the time when a successor Claimant Trustee will become effective in accordance with Section 3.9 of this Agreement or (ii) such date as the Bankruptcy Court otherwise orders.

3.9 Appointment of Successor.

(a) Appointment of Successor. In the event of a vacancy by reason of the death or Disability (in the case of a Claimant Trustee that is a natural person), dissolution (in the case of a Claimant Trustee that is not a natural person), or removal of the Claimant Trustee, or prospective vacancy by reason of resignation, a successor Claimant Trustee shall be selected by a simple majority vote of the Oversight Board. If Members of the Oversight Board are unable to secure a majority vote, the Bankruptcy Court will determine the successor Claimant Trustee on motion of the Members. If a final decree has been entered closing the Chapter 11 Case, the Claimant Trustee may seek to reopen the Chapter 11 Case for the limited purpose of determining the successor Claimant Trustee, and the costs for such motion and costs related to re-opening the Chapter 11 Case shall be paid by the Claimant Trust. The successor Claimant Trustee shall be appointed as soon as practicable, but in any event no later than sixty (60) days after the occurrence of the

vacancy or, in the case of resignation, on the effective date of the resignation of the then acting Claimant Trustee.

(b) Vesting or Rights in Successor Claimant Trustee. Every successor Claimant Trustee appointed hereunder shall execute, acknowledge, and deliver to the Claimant Trust, the exiting Claimant Trustee, the Oversight Board, and file with the Bankruptcy Court, an instrument accepting such appointment subject to the terms and provisions hereof. The successor Claimant Trustee, without any further act, deed, or conveyance shall become vested with all the rights, powers, trusts and duties of the exiting Claimant Trustee, except that the successor Claimant Trustee shall not be liable for the acts or omissions of the retiring Claimant Trustee. In no event shall the retiring Claimant Trustee be liable for the acts or omissions of the successor Claimant Trustee.

(c) Interim Claimant Trustee. During any period in which there is a vacancy in the position of Claimant Trustee, the Oversight Board shall appoint one of its Members to serve as the interim Claimant Trustee (the “Interim Trustee”) until a successor Claimant Trustee is appointed pursuant to Section 3.9(a). The Interim Trustee shall be subject to all the terms and conditions applicable to a Claimant Trustee hereunder. Such Interim Trustee shall not be limited in any manner from exercising any rights or powers as a Member of the Oversight Board merely by such Person’s appointment as Interim Trustee.

3.10 Continuance of Claimant Trust. The death, resignation, or removal of the Claimant Trustee shall not operate to terminate the Claimant Trust created by this Agreement or to revoke any existing agency (other than any agency of the Claimant Trustee as the Claimant Trustee) created pursuant to the terms of this Agreement or invalidate any action taken by the Claimant Trustee. In the event of the resignation or removal of the Claimant Trustee, the Claimant Trustee shall promptly (i) execute and deliver, by the effective date of resignation or removal, such documents, instruments, records, and other writings as may be reasonably requested by his successor to effect termination of the exiting Claimant Trustee’s capacity under this Agreement and the conveyance of the Claimant Trust Assets then held by the exiting Claimant Trustee to the successor Claimant Trustee; (ii) deliver to the successor Claimant Trustee all non-privileged documents, instruments, records, and other writings relating to the Claimant Trust as may be in the possession or under the control of the exiting Claimant Trustee, provided, the exiting Claimant Trustee shall have the right to make and retain copies of such documents, instruments, records and other writings delivered to the successor Claimant Trustee and the cost of making such copies shall be a Claimant Trust Expense to be paid by the Claimant Trust; and (iii) otherwise assist and cooperate in effecting the assumption of the exiting Claimant Trustee’s obligations and functions by his successor, provided the fees and expenses of such assistance and cooperation shall be paid to the exiting Claimant Trustee by the Claimant Trust. The exiting Claimant Trustee shall irrevocably appoint the successor Claimant Trustee as his attorney-in-fact and agent with full power of substitution for it and its name, place and stead to do any and all acts that such exiting Claimant Trustee is obligated to perform under this Section 3.10.

3.11 Claimant Trustee as “Estate Representative”. The Claimant Trustee will be the exclusive trustee of the Claimant Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code (the “Estate Representative”) with respect to the Claimant

Trust Assets, with all rights and powers attendant thereto, in addition to all rights and powers granted in the Plan and in this Agreement; provided that all rights and powers as representative of the Estate pursuant to section 1123(b)(3)(B) shall be transferred to the Litigation Trustee in respect of the Estate Claims and the Employee Claims. The Claimant Trustee will be the successor-in-interest to the Debtor with respect to any action pertaining to the Claimant Trust Assets, which was or could have been commenced by the Debtor prior to the Effective Date, except as otherwise provided in the Plan or Confirmation Order. All actions, claims, rights or interest constituting Claimant Trust Assets are preserved and retained and may be enforced, or assignable to the Litigation Sub-Trust, by the Claimant Trustee as an Estate Representative.

3.12 Books and Records.

(a) The Claimant Trustee shall maintain in respect of the Claimant Trust and the Claimant Trust Beneficiaries books and records reflecting Claimant Trust Assets in its possession and the income of the Claimant Trust and payment of expenses, liabilities, and claims against or assumed by the Claimant Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the Claimant Trust and the requirements of Article VII herein. Except as otherwise provided herein, nothing in this Agreement requires the Claimant Trustee to file any accounting or seek approval of any court with respect to the administration of the Claimant Trust, or as a condition for managing any payment or distribution out of the Claimant Trust Assets.

(b) The Claimant Trustee shall provide quarterly reporting to the Oversight Board and Claimant Trust Beneficiaries of (i) the status of the Claimant Trust Assets, (ii) the balance of Cash held by the Claimant Trust (including in each of the Claimant Trust Expense Reserve and Disputed Claim Reserve), (iii) the determination and any re-determination, as applicable, of the total amount allocated to the Disputed Claim Reserve, (iv) the status of Disputed Claims and any resolutions thereof, (v) the status of any litigation, including the pursuit of the Causes of Action, (vi) the Reorganized Debtor's performance, and (vii) operating expenses; provided, however, that the Claimant Trustee may, with respect to any Member of the Oversight Board or Claimant Trust Beneficiary, redact any portion of such reports that relate to such Entity's Claim or Equity Interest, as applicable and any reporting provided to Claimant Trust Beneficiaries may be subject to such Claimant Trust Beneficiary's agreement to maintain confidentiality with respect to any non-public information.

(c) The Claimant Trustee may dispose some or all of the books and records maintained by the Claimant Trustee at the later of (i) such time as the Claimant Trustee determines, with the unanimous consent of the Oversight Board, that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Claimant Trust, or (ii) upon the termination and winding up of the Claimant Trust under Article IX of this Agreement; provided, however, the Claimant Trustee shall not dispose of any books and records related to the Estate Claims or Employee Claims without the consent of the Litigation Trustee. Notwithstanding the foregoing, the Claimant Trustee shall cause the Reorganized Debtor and its subsidiaries to retain such books and records, and for such periods, as are required to be retained pursuant to Section 204-2 of the Investment Advisers Act or any other applicable laws, rules, or regulations.

3.13 Compensation and Reimbursement; Engagement of Professionals.

(a) Compensation and Expenses.

(i) Compensation. As compensation for any services rendered by the Claimant Trustee in connection with this Agreement, the Claimant Trustee shall receive compensation of \$150,000 per month (the “Base Salary”). Within the first forty-five days following the Confirmation Date, the Claimant Trustee, on the one hand, and the Committee, if prior to the Effective Date, or the Oversight Board, if on or after the Effective Date, on the other, will negotiate go-forward compensation for the Claimant Trustee which will include (a) the Base Salary, (b) a success fee, and (c) severance.

(ii) Expense Reimbursements. All reasonable out-of-pocket expenses of the Claimant Trustee in the performance of his or her duties hereunder, shall be reimbursed as Claimant Trust Expenses paid by the Claimant Trust.

(b) Professionals.

(i) Engagement of Professionals. The Claimant Trustee shall engage professionals from time to time in conjunction with the services provided hereunder. The Claimant Trustee’s engagement of such professionals shall be approved by a majority of the Oversight Board as set forth in Section 3.3(b) hereof.

(ii) Fees and Expenses of Professionals. The Claimant Trustee shall pay the reasonable fees and expenses of any retained professionals as Claimant Trust Expenses.

3.14 Reliance by Claimant Trustee. Except as otherwise provided herein, the Claimant Trustee may rely, and shall be fully protected in acting or refraining from acting, on any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that the Claimant Trustee has no reason to believe to be other than genuine and to have been signed or presented by the proper party or parties or, in the case of facsimiles, to have been sent by the proper party or parties, and the Claimant Trustee may conclusively rely as to the truth of the statements and correctness of the opinions or direction expressed therein. The Claimant Trustee may consult with counsel and other professionals, and any advice of such counsel or other professionals shall constitute full and complete authorization and protection in respect of any action taken or not taken by the Claimant Trustee in accordance therewith. The Claimant Trustee shall have the right at any time to seek instructions from the Bankruptcy Court, or any other court of competent jurisdiction concerning the Claimant Trust Assets, this Agreement, the Plan, or any other document executed in connection therewith, and any such instructions given shall be full and complete authorization in respect of any action taken or not taken by the Claimant Trustee in accordance therewith. The Claimant Trust shall have the right to seek Orders from the Bankruptcy Court as set forth in Article IX of the Plan.

3.15 Commingling of Claimant Trust Assets. The Claimant Trustee shall not commingle any of the Claimant Trust Assets with his or her own property or the property of any other Person.

3.16 Delaware Trustee.

(a) The Delaware Trustee shall have the limited power and authority, and is hereby authorized and empowered, to (i) accept legal process served on the Claimant Trust in the State of Delaware; and (ii) execute any certificates that are required to be executed under the Delaware Statutory Trust Act and file such certificates in the office of the Secretary of State of the State of Delaware, and take such action or refrain from taking such action under this Agreement, in either case as may be directed in a writing delivered to the Delaware Trustee by the Claimant Trustee and upon which the Delaware Trustee shall be entitled to conclusively and exclusively rely; provided, however, that the Delaware Trustee shall not be required to take or to refrain from taking any such action if the Delaware Trustee shall believe, or shall have been advised by counsel, that such performance is likely to involve the Delaware Trustee in personal liability or to result in personal liability to the Delaware Trustee, or is contrary to the terms of this Agreement or of any document contemplated hereby to which the Claimant Trust or the Delaware Trustee is or becomes a party or is otherwise contrary to law. The Parties agree not to instruct the Delaware Trustee to take any action or to refrain from taking any action that is contrary to the terms of this Agreement or of any document contemplated hereby to which the Claimant Trust or the Delaware Trustee is or becomes party or that is otherwise contrary to law. Other than as expressly provided for in this Agreement, the Delaware Trustee shall have no duty or power to take any action for or on behalf of the Claimant Trust. For the avoidance of doubt, the Delaware Trustee will only have such rights and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Claimant Trustee set forth herein. The Delaware Trustee shall be one of the trustees of the Claimant Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the Delaware Statutory Trust Act and for taking such actions as are required to be taken by a Delaware Trustee under the Delaware Statutory Trust Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to those expressly set forth in this Section 3.16 and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Claimant Trust, the other parties hereto or any beneficiary of the Claimant Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Agreement.

(b) The Delaware Trustee shall serve until such time as the Claimant Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Claimant Trustee in accordance with the terms hereof. The Delaware Trustee may resign at any time upon the giving of at least thirty (30) days' advance written notice to the Claimant Trustee; provided, that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Claimant Trustee in accordance with the terms hereof. If the Claimant Trustee does not act within such thirty (30) day period, the Delaware Trustee may apply to the Court of Chancery of the State of Delaware for the appointment of a successor Delaware Trustee.

(c) Upon the resignation or removal of the Delaware Trustee, the Claimant Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the

outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Delaware Statutory Trust Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Claimant Trustee and any undisputed fees, expenses and indemnity due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of its duties and obligations under this Agreement.

(d) The Delaware Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement. The Claimant Trust shall promptly advance and reimburse the Delaware Trustee for all reasonable out-of-pocket costs and expenses (including reasonable legal fees and expenses) incurred by the Delaware Trustee in connection with the performance of its duties hereunder.

(e) WTNA shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(f) Any corporation or association into which WTNA may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Delaware Trustee is a party, will be and become the successor Delaware Trustee under this Agreement and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

ARTICLE IV.
THE OVERSIGHT BOARD

4.1 Oversight Board Members. The Oversight Board will be comprised of five (5) Members appointed to serve as the board of managers of the Claimant Trust, at least two (2) of which shall be disinterested Members selected by the Creditors’ Committee (such disinterested members, the “Disinterested Members”). The initial Members of the Oversight Board will be representatives of Acis, the Redeemer Committee, Meta-e Discovery, UBS, and David Pauker. David Pauker and Paul McVoy, the representative of Meta-e Discovery, shall serve as the initial Disinterested Board Members; provided, however, that if the Plan is confirmed with the Convenience Class or any other convenience class supported by the Creditors’ Committee, Meta-

E Discovery and its representative will resign on the Effective Date or as soon as practicable thereafter and be replaced in accordance with Section 4.10 hereof..

4.2 Authority and Responsibilities.

(a) The Oversight Board shall, as and when requested by either of the Claimant Trustee and Litigation Trustee, or when the Members otherwise deem it to be appropriate or as is otherwise required under the Plan, the Confirmation Order, or this Agreement, consult with and advise the Claimant Trustee and Litigation Trustee as to the administration and management of the Claimant Trust and the Litigation Sub-Trust, as applicable, in accordance with the Plan, the Confirmation Order, this Agreement, and Litigation Sub-Trust Agreement (as applicable) and shall have the other responsibilities and powers as set forth herein. As set forth in the Plan, the Confirmation Order, and herein, the Oversight Board shall have the authority and responsibility to oversee, review, and govern the activities of the Claimant Trust, including the Litigation Sub-Trust, and the performance of the Claimant Trustee and Litigation Trustee, and shall have the authority to remove the Claimant Trustee in accordance with Section 3.8 hereof or the Litigation Trustee in accordance with the terms of the Litigation Sub-Trust Agreement; provided, however, that the Oversight Board may not direct either Claimant Trustee and Litigation Trustee to act inconsistently with their respective duties under this Agreement (including without limitation as set in Section 4.2(e) below), the Litigation Sub-Trust Agreement, the Plan, the Confirmation Order, or applicable law.

(b) The Oversight Board shall also (i) monitor and oversee the administration of the Claimant Trust and the Claimant Trustee's performance of his or her responsibilities under this Agreement, (ii) as more fully set forth in the Litigation Sub-Trust Agreement, approve funding to the Litigation Sub-Trust, monitor and oversee the administration of the Litigation Sub-Trust and the Litigation Trustee's performance of his responsibilities under the Litigation Sub-Trust Agreement, and (iii) perform such other tasks as are set forth herein, in the Litigation Sub-Trust Agreement, and in the Plan.

(c) The Claimant Trustee shall consult with and provide information to the Oversight Board in accordance with and pursuant to the terms of the Plan, the Confirmation Order, and this Agreement to enable the Oversight Board to meet its obligations hereunder.

(d) Notwithstanding any provision of this Agreement to the contrary, the Claimant Trustee shall not be required to (i) obtain the approval of any action by the Oversight Board to the extent that the Claimant Trustee, in good faith, reasonably determines, based on the advice of legal counsel, that such action is required to be taken by applicable law, the Plan, the Confirmation Order, or this Agreement or (ii) follow the directions of the Oversight Board to take any action the extent that the Claimant Trustee, in good faith, reasonably determines, based on the advice of legal counsel, that such action is prohibited by applicable law the Plan, the Confirmation Order, or this Agreement.

(e) Notwithstanding provision of this Agreement to the contrary, with respect to the activities of the Reorganized Debtor in its capacity as an investment adviser (and subsidiaries of the Reorganized Debtor that serve as general partner or in an equivalent capacity) to any Managed Funds, the Oversight Board shall not make investment decisions or otherwise participate

in the investment decision making process relating to any such Managed Funds, nor shall the Oversight Board or any member thereof serve as a fiduciary to any such Managed Funds. It is agreed and understood that investment decisions made by the Reorganized Debtor (or its subsidiary entities) with respect to Managed Funds shall be made by the Claimant Trustee in his capacity as an officer of the Reorganized Debtor and New GP LLC and/or such persons who serve as investment personnel of the Reorganized Debtor from time to time, and shall be subject to the fiduciary duties applicable to such entities and persons as investment adviser to such Managed Funds.

4.3 Fiduciary Duties. The Oversight Board (and each Member in its capacity as such) shall have fiduciary duties to the Claimant Trust Beneficiaries consistent with the fiduciary duties that the members of the Creditors' Committee have to unsecured creditors and shall exercise its responsibilities accordingly; provided, however, that the Oversight Board shall not owe fiduciary obligations to any Holders of Class A Limited Partnership Interests or Class B/C Limited Partnership Interests until such Holders become Claimant Trust Beneficiaries in accordance with Section 5.1(c) hereof; provided, further, that the Oversight Board shall not owe fiduciary obligations to a Holder of an Equity Trust Interest if such Holder is named as a defendant in any of the Causes of Action, including Estate Claims, in their capacities as such, it being the intent that the Oversight Board's fiduciary duties are to maximize the value of the Claimant Trust Assets, including the Causes of Action. In all circumstances, the Oversight Board shall act in the best interests of the Claimant Trust Beneficiaries and in furtherance of the purpose of the Claimant Trust. Notwithstanding anything to the contrary contained in this Agreement, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing.

4.4 Meetings of the Oversight Board. Meetings of the Oversight Board are to be held as necessary to ensure the operation of the Claimant Trust but in no event less often than quarterly. Special meetings of the Oversight Board may be held whenever and wherever called for by the Claimant Trustee or any Member; provided, however, that notice of any such meeting shall be duly given in writing no less than 48 hours prior to such meeting (such notice requirement being subject to any waiver by the Members in the minutes, if any, or other transcript, if any, of proceedings of the Oversight Board). Unless the Oversight Board decides otherwise (which decision shall rest in the reasonable discretion of the Oversight Board), the Claimant Trustee, and each of the Claimant Trustee's designated advisors may, but are not required to, attend meetings of the Oversight Board.

4.5 Unanimous Written Consent. Any action required or permitted to be taken by the Oversight Board in a meeting may be taken without a meeting if the action is taken by unanimous written consents describing the actions taken, signed by all Members and recorded. If any Member informs the Claimant Trustee (via e-mail or otherwise) that he or she objects to the decision, determination, action, or inaction proposed to be made by unanimous written consent, the Claimant Trustee must use reasonable good faith efforts to schedule a meeting on the issue to be set within 48 hours of the request or as soon thereafter as possible on which all members of the Oversight Board are available in person or by telephone. Such decision, determination, action, or inaction must then be made pursuant to the meeting protocols set forth herein.

4.6 Manner of Acting.

(a) A quorum for the transaction of business at any meeting of the Oversight Board shall consist of at least three Members (including no less than one (1) Disinterested Member); provided that if the transaction of business at a meeting would constitute a direct or indirect conflict of interest for the Redeemer Committee, Acis, and/or UBS, at least two Disinterested Members must be present for there to be a quorum. Except as set otherwise forth herein, the majority vote of the Members present at a duly called meeting at which a quorum is present throughout shall be the act of the Oversight Board except as otherwise required by law or as provided in this Agreement. Any or all of the Members may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone, video conference, or similar communications equipment by means of which all Persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition of the place) for the holding hereof. Any Member participating in a meeting by this means is deemed to be present in person at the meeting. Voting (including on negative notice) may be conducted by electronic mail or individual communications by the applicable Trustee and each Member.

(b) Any Member who is present and entitled to vote at a meeting of the Oversight Board when action is taken is deemed to have assented to the action taken, subject to the requisite vote of the Oversight Board, unless (i) such Member objects at the beginning of the meeting (or promptly upon his/her arrival) to holding or transacting business at the meeting; (ii) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (iii) he/she delivers written notice (including by electronic or facsimile transmission) of his/her dissent or abstention to the Oversight Board before its adjournment. The right of dissent or abstention is not available to any Member of the Oversight Board who votes in favor of the action taken.

(c) Prior to a vote on any matter or issue or the taking of any action with respect to any matter or issue, each Member shall report to the Oversight Board any conflict of interest such Member has or may have with respect to the matter or issue at hand and fully disclose the nature of such conflict or potential conflict (including, without limitation, disclosing any and all financial or other pecuniary interests that such Member may have with respect to or in connection with such matter or issue, other than solely as a holder of Trust Interests). A Member who, with respect to a matter or issue, has or who may have a conflict of interest whereby such Member's interests are adverse to the interests of the Claimant Trust shall be deemed a "Conflicted Member" who shall not be entitled to vote or take part in any action with respect to such matter or issue. In the event of a Conflicted Member, the vote or action with respect to such matter or issue giving rise to such conflict shall be undertaken only by Members who are not Conflicted Members and, notwithstanding anything contained herein to the contrary, the affirmative vote of only a majority of the Members who are not Conflicted Members shall be required to approve of such matter or issue and the same shall be the act of the Oversight Board.

(d) Each of Acis, the Redeemer Committee, and UBS shall be deemed "Conflicted Members" with respect to any matter or issue related to or otherwise affecting any of their respective Claim(s) (a "Committee Member Claim Matter"). A unanimous vote of the Disinterested Members shall be required to approve of or otherwise take action with respect to any

Committee Member Claim Matter and, notwithstanding anything herein to the contrary, the same shall be the act of the Oversight Board.

4.7 Tenure of the Members of the Oversight Board. The authority of the Members of the Oversight Board will be effective as of the Effective Date and will remain and continue in full force and effect until the Claimant Trust is terminated in accordance with Article IX hereof. The Members of the Oversight Board will serve until such Member's successor is duly appointed or until such Member's earlier death or resignation pursuant to Section 4.8 below, or removal pursuant to Section 4.9 below.

4.8 Resignation. A Member of the Oversight Board may resign by giving prior written notice thereof to the Claimant Trustee and other Members. Such resignation shall become effective on the earlier to occur of (i) the day that is 90 days following the delivery of such notice, (ii) the appointment of a successor in accordance with Section 4.10 below, and (iii) such other date as may be agreed to by the Claimant Trustee and the non-resigning Members of the Oversight Board.

4.9 Removal. A majority of the Oversight Board may remove any Member for Cause or Disability. If any Committee Member has its Claim disallowed in its entirety the representative of such entity will immediately be removed as a Member without the requirement for a vote and a successor will be appointed in the manner set forth herein. Notwithstanding the foregoing, upon the termination of the Claimant Trust, any or all of the Members shall be deemed to have resigned.

4.10 Appointment of a Successor Member.

(a) In the event of a vacancy on the Oversight Board (whether by removal, death, or resignation), a new Member may be appointed to fill such position by the remaining Members acting unanimously; provided, however, that any vacancy resulting from the removal, resignation, or death of a Disinterested Member may only be filled by a disinterested Person unaffiliated with any Claimant or constituency in the Chapter 11 Case; provided, further, that if an individual serving as the representative of a Committee Member resigns from its role as representative, such resignation shall not be deemed resignation of the Committee Member itself and such Committee Member shall have the exclusive right to designate its replacement representative for the Oversight Board. The appointment of a successor Member will be further evidenced by the Claimant Trustee's filing with the Bankruptcy Court (to the extent a final decree has not been entered) and posting on the Claimant Trustee's website a notice of appointment, at the direction of the Oversight Board, which notice will include the name, address, and telephone number of the successor Member.

(b) Immediately upon the appointment of any successor Member, the successor Member shall assume all rights, powers, duties, authority, and privileges of a Member hereunder and such rights and privileges will be vested in and undertaken by the successor Member without any further act. A successor Member will not be liable personally for any act or omission of a predecessor Member.

(c) Every successor Member appointed hereunder shall execute, acknowledge, and deliver to the Claimant Trustee and other Members an instrument accepting the appointment

under this Agreement and agreeing to be bound thereto, and thereupon the successor Member without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts, and duties of a Member hereunder.

4.11 Compensation and Reimbursement of Expenses. Unless determined by the Oversight Board, no Member shall be entitled to compensation in connection with his or her service to the Oversight Board; provided, however, that a Disinterested Member shall be compensated in a manner and amount initially set by the other Members and as thereafter amended from time to time by agreement between the Oversight Board and the Disinterested Member. Notwithstanding the foregoing, the Claimant Trustee will reimburse the Members for all reasonable and documented out-of-pocket expenses incurred by the Members in connection with the performance of their duties hereunder (which shall not include fees, costs, and expenses of legal counsel).

4.12 Confidentiality. Each Member shall, during the period that such Member serves as a Member under this Agreement and following the termination of this Agreement or following such Member's removal or resignation, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any Person to which any of the Claimant Trust Assets relates or of which such Member has become aware in the Member's capacity as a Member ("Confidential Trust Information"), except as otherwise required by law. For the avoidance of doubt, a Member's Affiliates, employer, and employer's Affiliates (and collectively with such Persons' directors, officers, partners, principals and employees, "Member Affiliates") shall not be deemed to have received Confidential Trust Information solely due to the fact that a Member has received Confidential Trust Information in his or her capacity as a Member of the Oversight Board and to the extent that (a) a Member does not disclose any Confidential Trust Information to a Member Affiliate, (b) the business activities of such Member Affiliates are conducted without reference to, and without use of, Confidential Trust Information, and (c) no Member Affiliate is otherwise directed to take, or takes on behalf of a Member or Member Affiliate, any actions that are contrary to the terms of this Section 4.12.

ARTICLE V. TRUST INTERESTS

5.1 Claimant Trust Interests.

(a) General Unsecured Claim Trust Interests. On the date hereof, or on the date such Claim becomes Allowed under the Plan, the Claimant Trust shall issue General Unsecured Claim Trust Interests to Holders of Allowed Class 8 General Unsecured Claims (the "GUC Beneficiaries"). The Claimant Trustee shall allocate to each Holder of an Allowed Class 8 General Unsecured Claim a General Unsecured Claim Trust Interest equal to the ratio that the amount of each Holder's Allowed Class 8 Claim bears to the total amount of the Allowed Class 8 Claims. The General Unsecured Claim Trust Interests shall be entitled to distributions from the Claimant Trust Assets in accordance with the terms of the Plan and this Agreement.

(b) Subordinated Claim Trust Interests. On the date hereof, or on the date such Claim becomes Allowed under the Plan, the Claimant Trust shall issue Subordinated Claim Trust Interests to Holders of Class 9 Subordinated Claims (the "Subordinated Beneficiaries"). The

Claimant Trustee shall allocate to each Holder of an Allowed Class 9 Subordinated Claim a Subordinated Claim Trust Interest equal to the ratio that the amount of each Holder's Allowed Class 9 Claim bears to the total of amount of the Allowed Class 9. The Subordinated Trust Interests shall be subordinated in right and priority to the General Unsecured Claim Trust Interests. The Subordinated Beneficiaries shall only be entitled to distributions from the Claimant Trust Assets after each GUC Beneficiary has been repaid in full with applicable interest on account of such GUC Beneficiary's Allowed General Unsecured Claim, and all Disputed General Unsecured Claims have been resolved, in accordance with the terms of the Plan and this Agreement.

(c) Contingent Trust Interests. On the date hereof, or on the date such Interest becomes Allowed under the Plan, the Claimant Trust shall issue Contingent Interests to Holders of Allowed Class 10 Class B/C Limited Partnership Interests and Holders of Allowed Class 11 Class A Limited Partnership Interests (collectively, the "Equity Holders"). The Claimant Trustee shall allocate to each Holder of Allowed Class 10 Class B/C Limited Partnership Interests and each Holder of Allowed Class 11 Class A Limited Partnership Interests a Contingent Trust Interest equal to the ratio that the amount of each Holder's Allowed Class 10 or Class 11 Interest bears to the total amount of the Allowed Class 10 or Class 11 Interests, as applicable, under the Plan. Contingent Trust Interests shall not vest, and the Equity Holders shall not have any rights under this Agreement, unless and until the Claimant Trustee files with the Bankruptcy Court a certification that all GUC Beneficiaries have been paid indefeasibly in full, including, to the extent applicable, all accrued and unpaid post-petition interest consistent with the Plan and all Disputed Claims have been resolved (the "GUC Payment Certification"). Equity Holders will only be deemed "Beneficiaries" under this Agreement upon the filing of a GUC Payment Certification with the Bankruptcy Court, at which time the Contingent Trust Interests will vest and be deemed "Equity Trust Interests." The Equity Trust Interests shall be subordinated in right and priority to Subordinated Trust Interests, and distributions on account thereof shall only be made if and when Subordinated Beneficiaries have been repaid in full on account of such Subordinated Beneficiary's Allowed Subordinated Claim, in accordance with the terms of the Plan, the Confirmation Order, and this Agreement. The Equity Trust Interests distributed to Allowed Holders of Class A Limited Partnership Interests shall be subordinated to the Equity Trust Interests distributed to Allowed Holders of Class B/C Limited Partnership Interests.

5.2 Interests Beneficial Only. The ownership of the beneficial interests in the Claimant Trust shall not entitle the Claimant Trust Beneficiaries to any title in or to the Claimant Trust Assets (which title shall be vested in the Claimant Trust) or to any right to call for a partition or division of the Claimant Trust Assets or to require an accounting. No Claimant Trust Beneficiary shall have any governance right or other right to direct Claimant Trust activities.

5.3 Transferability of Trust Interests. No transfer, assignment, pledge, hypothecation, or other disposition of a Trust Interest may be effected until (i) such action is unanimously approved by the Oversight Board, (ii) the Claimant Trustee and Oversight Board have received such legal advice or other information that they, in their sole and absolute discretion, deem necessary to assure that any such disposition shall not cause the Claimant Trust to be subject to entity-level taxation for U.S. federal income tax purposes, and (iii) either (x) the Claimant Trustee and Oversight Board, acting unanimously, have received such legal advice or other information that they, in their sole and absolute discretion, deem necessary or appropriate to assure that any such disposition shall not (a) require the Claimant Trust to comply with the registration and/or

reporting requirements of the Securities Act, the Exchange Act, the TIA, or the Investment Company Act or (b) cause any adverse effect under the Investment Advisers Act, or (y) the Oversight Board, acting unanimously, has determined, in its sole and absolute discretion, to cause the Claimant Trust to become a public reporting company and/or make periodic reports under the Exchange Act (provided that it is not required to register under the Investment Company Act or register its securities under the Securities Act) to enable such disposition to be made. In the event that any such disposition is allowed, the Oversight Board and the Claimant Trustee may add such restrictions upon such disposition and other terms of this Agreement as are deemed necessary or appropriate by the Claimant Trustee, with the advice of counsel, to permit or facilitate such disposition under applicable securities and other laws.

5.4 Registry of Trust Interests.

(a) Registrar. The Claimant Trustee shall appoint a registrar, which may be the Claimant Trustee (the “Registrar”), for the purpose of recording ownership of the Trust Interests as provided herein. The Registrar, if other than the Claimant Trustee, shall be an institution or person acceptable to the Oversight Board. For its services hereunder, the Registrar, unless it is the Claimant Trustee, shall be entitled to receive reasonable compensation from the Claimant Trust as a Claimant Trust Expense.

(b) Trust Register. The Claimant Trustee shall cause to be kept at the office of the Registrar, or at such other place or places as shall be designated by the Registrar from time to time, a registry of the Claimant Trust Beneficiaries and the Equity Holders (the “Trust Register”), which shall be maintained pursuant to such reasonable regulations as the Claimant Trustee and the Registrar may prescribe.

(c) Access to Register by Beneficiaries. The Claimant Trust Beneficiaries and their duly authorized representatives shall have the right, upon reasonable prior written notice to the Claimant Trustee, and in accordance with reasonable regulations prescribed by the Claimant Trustee, to inspect and, at the expense of the Claimant Trust Beneficiary make copies of the Trust Register, in each case for a purpose reasonable and related to such Claimant Trust Beneficiary’s Trust Interest.

5.5 Exemption from Registration. The Parties hereto intend that the rights of the Claimant Trust Beneficiaries arising under this Claimant Trust shall not be “securities” under applicable laws, but none of the Parties represent or warrant that such rights shall not be securities or shall not be entitled to exemption from registration under the applicable securities laws. The Oversight Board, acting unanimously, and Claimant Trustee may amend this Agreement in accordance with Article IX hereof to make such changes as are deemed necessary or appropriate with the advice of counsel, to ensure that the Claimant Trust is not subject to registration and/or reporting requirements of the Securities Act, the Exchange Act, the TIA, or the Investment Company Act. The Trust Interests shall not have consent or voting rights or otherwise confer on the Claimant Trust Beneficiaries any rights similar to the rights of a shareholder of a corporation in respect of any actions taken or to be taken, or decisions made or to be made, by the Oversight Board and/or the Claimant Trustee under this Agreement.

5.6 Absolute Owners. The Claimant Trustee may deem and treat the Claimant Trust Beneficiary of record as determined pursuant to this Article 5 as the absolute owner of such Trust Interests for the purpose of receiving distributions and payment thereon or on account thereof and for all other purposes whatsoever.

5.7 Effect of Death, Incapacity, or Bankruptcy. The death, incapacity, or bankruptcy of any Claimant Trust Beneficiary during the term of the Claimant Trust shall not (i) entitle the representatives or creditors of the deceased Beneficiary to any additional rights under this Agreement, or (ii) otherwise affect the rights and obligations of any of other Claimant Trust Beneficiary under this Agreement.

5.8 Change of Address. Any Claimant Trust Beneficiary may, after the Effective Date, select an alternative distribution address by providing notice to the Claimant Trustee identifying such alternative distribution address. Such notification shall be effective only upon receipt by the Claimant Trustee. Absent actual receipt of such notice by the Claimant Trustee, the Claimant Trustee shall not recognize any such change of distribution address.

5.9 Standing. No Claimant Trust Beneficiary shall have standing to direct the Claimant Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any party upon or with respect to the Claimant Trust Assets. No Claimant Trust Beneficiary shall have any direct interest in or to any of the Claimant Trust Assets.

5.10 Limitations on Rights of Claimant Trust Beneficiaries.

(a) The Claimant Trust Beneficiaries shall have no rights other than those set forth in this Agreement, the Confirmation Order, or the Plan (including any Plan Supplement documents incorporated therein).

(b) In any action taken by a Claimant Trust Beneficiary against the Claimant Trust, a current or former Trustee, or a current or former Member, in their capacity as such, the prevailing party will be entitled to reimbursement of attorneys' fees and other costs; provided, however, that any fees and costs shall be borne by the Claimant Trust on behalf of any such Trustee or Member, as set forth herein.

(c) A Claimant Trust Beneficiary who brings any action against the Claimant Trust, a current or former Trustee, or a current or former Member, in their capacity as such, may be required by order of the Bankruptcy Court to post a bond ensuring that the full costs of a legal defense can be reimbursed. A request for such bond can be made by the Claimant Trust or by Claimant Trust Beneficiaries constituting in the aggregate at least 50% of the most senior class of Claimant Trust Interests.

(d) Any action brought by a Claimant Trust Beneficiary must be brought in the United States Bankruptcy Court for the Northern District of Texas. Claimant Trust Beneficiaries are deemed to have waived any right to a trial by jury

(e) The rights of Claimant Trust Beneficiaries to bring any action against the Claimant Trust, a current or former Trustee, or current or former Member, in their capacity as such, shall not survive the final distribution by the Claimant Trust.

ARTICLE VI.
DISTRIBUTIONS

6.1 Distributions.

(a) Notwithstanding anything to the contrary contained herein, the Claimant Trustee shall distribute to holders of Trust Interests at least annually the Cash on hand net of any amounts that (a) are reasonably necessary to maintain the value of the Claimant Trust Assets pending their monetization or other disposition during the term of the Claimant Trust, (b) are necessary to pay or reserve for reasonably incurred or anticipated Claimant Trust Expenses and any other expenses incurred by the Claimant Trust (including, but not limited to, any taxes imposed on or payable by the Claimant Trustee with respect to the Claimant Trust Assets), (c) are necessary to pay or reserve for the anticipated costs and expenses of the Litigation Sub-Trust, (d) are necessary to satisfy or reserve for other liabilities incurred or anticipated by the Claimant Trustee in accordance with the Plan and this Agreement (including, but not limited to, indemnification obligations and similar expenses in such amounts and for such period of time as the Claimant Trustee determines, in good faith, may be necessary and appropriate, which determination shall not be subject to consent of the Oversight Board, may not be modified without the express written consent of the Claimant Trustee, and shall survive termination of the Claimant Trustee), (e) are necessary to maintain the Disputed Claims Reserve, and (f) are necessary to pay Allowed Claims in Class 1 through Class 7. Notwithstanding anything to the contrary contained in this paragraph, the Claimant Trustee shall exercise reasonable efforts to make initial distributions within six months of the Effective Date, and the Oversight Board may not prevent such initial distributions unless upon a unanimous vote of the Oversight Board. The Claimant Trustee may otherwise distribute all Claimant Trust Assets on behalf of the Claimant Trust in accordance with this Agreement and the Plan at such time or times as the Claimant Trustee is directed by the Oversight Board.

(b) At the request of the Reorganized Debtor, subject in all respects to the provisions of this Agreement, the Claimant Trustee shall distribute Cash to the Reorganized Debtor, as Distribution Agent with respect to Claims in Class 1 through 7, sufficient to satisfy Allowed Claims in Class 1 through Class 7.

(c) All proceeds of Claimant Trust Assets shall be distributed in accordance with the Plan and this Agreement.

6.2 Manner of Payment or Distribution. All distributions made by the Claimant Trustee on behalf of the Claimant Trust to the Claimant Trust Beneficiaries shall be payable by the Claimant Trustee directly to the Claimant Trust Beneficiaries of record as of the twentieth (20th) day prior to the date scheduled for the distribution, unless such day is not a Business Day, then such date or the distribution shall be the following Business Day, but such distribution shall be deemed to have been completed as of the required date.

6.3 Delivery of Distributions. All distributions under this Agreement to any Claimant Trust Beneficiary shall be made, as applicable, at the address of such Claimant Trust Beneficiary (a) as set forth on the Schedules filed with the Bankruptcy Court or (b) on the books and records

of the Debtor or their agents, as applicable, unless the Claimant Trustee has been notified in writing of a change of address pursuant to Section 5.6 hereof.

6.4 Disputed Claims Reserves. There will be no distributions under this Agreement or the Plan on account of Disputed Claims pending Allowance. The Claimant Trustee will maintain a Disputed Claims Reserve as set forth in the Plan and will make distributions from the Disputed Claims Reserve as set forth in the Plan.

6.5 Undeliverable Distributions and Unclaimed Property. All undeliverable distributions and unclaimed property shall be treated in the manner set forth in the Plan.

6.6 De Minimis Distributions. Distributions with a value of less than \$100 will be treated in accordance with the Plan.

6.7 United States Claimant Trustee Fees and Reports. **After the Effective Date, the Claimant Trust shall pay as a Claimant Trust Expense, all fees incurred under 28 U.S.C. § 1930(a)(6) by reason of the Claimant Trust's disbursements until the Chapter 11 Case is closed. After the Effective Date, the Claimant Trust shall prepare and serve on the Office of the United States Trustee such quarterly disbursement reports for the Claimant Trust as required by the Office of the United States Trustee Office for as long as the Chapter 11 Case remains open.**

ARTICLE VII. TAX MATTERS

7.1 Tax Treatment and Tax Returns.

(a) It is intended for the initial transfer of the Claimant Trust Assets to the Claimant Trust to be treated as a grantor trust for federal income tax purposes (and foreign, state, and local income tax purposes where applicable) as if the Debtor transferred the Claimant Trust Assets (other than the amounts set aside in the Disputed Claim Reserve, if the Claimant Trustee makes the election described below) to the Claimant Trust Beneficiaries and then, immediately thereafter, the Claimant Trust Beneficiaries transferred the Claimant Trust Assets to the Claimant Trust. Consistent with such treatment, (i) it is intended that the Claimant Trust will be treated as a grantor trust for federal income tax purposes (and foreign, state, and local income tax purposes where applicable), (ii) it is intended that the Claimant Trust Beneficiaries will be treated as the grantors of the Claimant Trust and owners of their respective share of the Claimant Trust Assets for federal income tax purposes (and foreign, state, and local income tax purposes where applicable). The Claimant Trustee shall file all federal income tax returns (and foreign, state, and local income tax returns where applicable) for the Claimant Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a).

(b) The Claimant Trustee shall determine the fair market value of the Claimant Trust Assets as of the Effective Date and notify the applicable Beneficiaries of such valuation, and such valuation shall be used consistently by all parties for all federal income tax purposes.

(c) The Claimant Trustee may file an election pursuant to Treasury Regulation 1.468B-9(c) to treat the Disputed Claims Reserve as a disputed ownership fund, in which case the

Claimant Trustee will file federal income tax returns and pay taxes for the Disputed Claim Reserve as a separate taxable entity.

7.2 Withholding. The Claimant Trustee may withhold from any amount distributed from the Claimant Trust to any Claimant Trust Beneficiary such sum or sums as are required to be withheld under the income tax laws of the United States or of any state or political subdivision thereof. Any amounts withheld pursuant hereto shall be deemed to have been distributed to and received by the applicable Beneficiary. As a condition to receiving any distribution from the Claimant Trust, the Claimant Trustee may require that the Beneficiary provide such holder's taxpayer identification number and such other information and certification as may be deemed necessary for the Claimant Trustee to comply with applicable tax reporting and withholding laws. If a Beneficiary fails to comply with such a request within one year, such distribution shall be deemed an unclaimed distribution and treated in accordance with Section 6.5(b) of this Agreement.

ARTICLE VIII. STANDARD OF CARE AND INDEMNIFICATION

8.1 Standard of Care. None of the Claimant Trustee, acting in his capacity as the Claimant Trustee or in any other capacity contemplated by this Agreement or the Plan, the Delaware Trustee, acting in its capacity as Delaware Trustee, the Oversight Board, or any current or any individual Member, solely in their capacity as Members of the Oversight Board, shall be personally liable to the Claimant Trust or to any Person (including any Claimant Trust Beneficiary) in connection with the affairs of the Claimant Trust, unless it is ultimately determined by order of the Bankruptcy Court or, if the Bankruptcy Court either declines to exercise jurisdiction over such action, or cannot exercise jurisdiction over such action, such other court of competent jurisdiction that the acts or omissions of any such Claimant Trustee, Delaware Trustee, Oversight Board, or Member constituted fraud, willful misconduct, or gross negligence. The employees, agents and professionals retained by the Claimant Trust, the Claimant Trustee, Delaware Trustee, Oversight Board, or individual Member shall not be personally liable to the Claimant Trust or any other Person in connection with the affairs of the Claimant Trust, unless it is ultimately determined by order of the Bankruptcy Court or, if the Bankruptcy Court either declines to exercise jurisdiction over such action, or cannot exercise jurisdiction over such action, such other court of competent jurisdiction that such acts or omissions by such employee, agent, or professional constituted willful fraud, willful misconduct or gross negligence. None of the Claimant Trustee, Delaware Trustee, Oversight Board, or any Member shall be personally liable to the Claimant Trust or to any Person for the acts or omissions of any employee, agent or professional of the Claimant Trust or Claimant Trustee taken or not taken in good faith reliance on the advice of professionals or, as applicable, with the approval of the Bankruptcy Court, unless it is ultimately determined by order of the Bankruptcy Court or, if the Bankruptcy Court either declines to exercise jurisdiction over such action, or cannot exercise jurisdiction over such action, such other court of competent jurisdiction that the Claimant Trustee, Delaware Trustee, Oversight Board, or Member acted with gross negligence or willful misconduct in the selection, retention, or supervision of such employee, agent or professional of the Claimant Trust.

8.2 Indemnification. The Claimant Trustee (including each former Claimant Trustee), WTNA in its individual capacity and as Delaware Trustee, the Oversight Board, and all past and present Members (collectively, in their capacities as such, the "Indemnified Parties") shall be

indemnified by the Claimant Trust against and held harmless by the Claimant Trust from any losses, claims, damages, liabilities or expenses (including, without limitation, attorneys' fees, disbursements, and related expenses) to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought or threatened against any of the Indemnified Parties in their capacity as Claimant Trustee, Delaware Trustee, Oversight Board, or Member, or in connection with any matter arising out of or related to the Plan, this Agreement, or the affairs of the Claimant Trust, unless it is ultimately determined by order of the Bankruptcy Court or other court of competent jurisdiction that the Indemnified Party's acts or omissions constituted willful fraud, willful misconduct, or gross negligence. If the Indemnified Party becomes involved in any action, proceeding, or investigation in connection with any matter arising out of or in connection with the Plan, this Agreement or the affairs of the Claimant Trust for which an indemnification obligation could arise, the Indemnified Party shall promptly notify the Claimant Trustee and/or Oversight Board, as applicable; provided, however, that the failure of an Indemnified Party to promptly notify the Claimant Trustee and/or Oversight Board of an indemnification obligation will not excuse the Claimant Trust from indemnifying the Indemnified Party unless such delay has caused the Claimant Trust material harm. The Claimant Trust shall pay, advance or otherwise reimburse on demand of an Indemnified Party the Indemnified Party's reasonable legal and other defense expenses (including, without limitation, the cost of any investigation and preparation and attorney fees, disbursements, and other expenses related to any claim that has been brought or threatened to be brought) incurred in connection therewith or in connection with enforcing his or her rights under this Section 8.2 as a Claimant Trust Expense, and the Claimant Trust shall not refuse to make any payments to the Indemnified Party on the assertion that the Indemnified Party engaged in willful misconduct or acted in bad faith; provided that the Indemnified Party shall be required to repay promptly to the Claimant Trust the amount of any such advanced or reimbursed expenses paid to the Indemnified Party to the extent that it shall be ultimately determined by Final Order that the Indemnified Party engaged in willful fraud, willful misconduct, or gross negligence in connection with the affairs of the Claimant Trust with respect to which such expenses were paid; provided, further, that any such repayment obligation shall be unsecured and interest free. The Claimant Trust shall indemnify and hold harmless the employees, agents and professionals of the Claimant Trust and Indemnified Parties to the same extent as provided in this Section 8.2 for the Indemnified Parties. For the avoidance of doubt, the provisions of this Section 8.2 shall remain available to any former Claimant Trustee, WTNA in its individual capacity and as Delaware Trustee, or Member or the estate of any decedent Claimant Trustee or Member, solely in their capacities as such. The indemnification provided hereby shall be a Claimant Trust Expense and shall not be deemed exclusive of any other rights to which the Indemnified Party may now or in the future be entitled to under the Plan or any applicable insurance policy. The failure of the Claimant Trust to pay or reimburse an Indemnified Party as required under this Section 8.2 shall constitute irreparable harm to the Indemnified Party and such Indemnified Party shall be entitled to specific performance of the obligations herein. The terms of this Section 8.2 shall survive the termination of this Agreement and the resignation or removal of any Indemnified Party.

8.3 No Personal Liability. Except as otherwise provided herein, neither of the Trustees nor Members of the Oversight Board shall be subject to any personal liability whatsoever, whether in tort, contract, or otherwise, to any Person in connection with the affairs of the Claimant Trust to the fullest extent provided under Section 3803 of the Delaware Statutory Trust Act, and all Persons asserting claims against the Claimant Trustee, Litigation Trustee, or any Members, or

otherwise asserting claims of any nature in connection with the affairs of the Claimant Trust, shall look solely to the Claimant Trust Assets for satisfaction of any such claims.

8.4 Other Protections. To the extent applicable and not otherwise addressed herein, the provisions and protections set forth in Article IX of the Plan will apply to the Claimant Trust, the Claimant Trustee, the Litigation Trustee, and the Members.

ARTICLE IX. TERMINATION

9.1 Duration. The Trustees, the Claimant Trust, and the Oversight Board shall be discharged or dissolved, as the case may be, at such time as: (a) the Litigation Trustee determines that the pursuit of Estate Claims is not likely to yield sufficient additional proceeds to justify further pursuit of such Estate Claims, (b) the Claimant Trustee determines that the pursuit of Causes of Action (other than Estate Claims) is not likely to yield sufficient additional proceeds to justify further pursuit of such Causes of Action, (c) the Claimant Trustee determines that the pursuit of sales of other Claimant Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit of such sales of Claimant Trust Assets, (d) all objections to Disputed Claims and Equity Interests are fully resolved, (e) the Reorganized Debtor is dissolved, and (f) all Distributions required to be made by the Claimant Trustee to the Claimant Trust Beneficiaries under the Plan have been made, but in no event shall the Claimant Trust be dissolved later than three years from the Effective Date unless the Bankruptcy Court, upon motion made within the six-month period before such third anniversary (and, in the event of further extension, by order of the Bankruptcy Court, upon motion made at least six months before the end of the preceding extension), determines that a fixed period extension (not to exceed two years, together with any prior extensions) is necessary to facilitate or complete the recovery on, and liquidation of, the Claimant Trust Assets.

9.2 Distributions in Kind. Upon dissolution of the Claimant Trust, any remaining Claimant Trust Assets that exceed the amounts required to be paid under the Plan will be transferred (in the sole discretion of the Claimant Trustee) in Cash or in-kind to the Holders of the Claimant Trust Interests as provided in the Claimant Trust Agreement.

9.3 Continuance of the Claimant Trustee for Winding Up. After dissolution of the Claimant Trust and for purpose of liquidating and winding up the affairs of the Claimant Trust, the Claimant Trustee shall continue to act as such until the Claimant Trustee's duties have been fully performed. Prior to the final distribution of all remaining Claimant Trust Assets, the Claimant Trustee shall be entitled to reserve from such assets any and all amounts required to provide for the Claimant Trustee's own costs and expenses, including a reserve to fund any potential indemnification or similar obligations of the Claimant Trust, until such time as the winding up of the Claimant Trust is completed. Upon the dissolution of the Claimant Trust and completion of the winding up of the assets, liabilities and affairs of the Claimant Trust pursuant to the Delaware Statutory Trust Act, the Claimant Trustee shall prepare, execute and file a certificate of cancellation with the State of Delaware to terminate the Claimant Trust pursuant to Section 3810 of the Delaware Statutory Trust Act (such date upon which the certificate of cancellation is filed shall be referred to as the "Termination Date"). If the Delaware Trustee's signature is required for purposes of filing such certificate of cancellation, the Claimant Trustee shall provide the Delaware

Trustee with written direction to execute such certificate of cancellation, and the Delaware Trustee shall be entitled to conclusively and exclusively rely upon such written direction without further inquiry. Upon the Termination date, the Claimant Trustee shall retain for a period of two (2) years, as a Claimant Trust Expense, the books, records, Claimant Trust Beneficiary lists, and certificated and other documents and files that have been delivered to or created by the Claimant Trustee. At the Claimant Trustee’s discretion, all of such records and documents may, but need not, be destroyed at any time after two (2) years from the Termination Date.

9.4 Termination of Duties. Except as otherwise specifically provided herein, upon the Termination Date of the Claimant Trust, the Claimant Trustee, the Oversight Board and its Members shall have no further duties or obligations hereunder.

9.5 No Survival. The rights of Claimant Trust Beneficiaries hereunder shall not survive the Termination Date, provided that such Claimant Trust Beneficiaries are provided with notice of such Termination Date.

ARTICLE X.
AMENDMENTS AND WAIVER

The Claimant Trustee, with the consent of a simple majority of the Oversight Board, may amend this Agreement to correct or clarify any non-material provisions. This Agreement may not otherwise be amended, supplemented, otherwise modified, or waived in any respect except by an instrument in writing signed by the Claimant Trustee and with the unanimous approval of the Oversight Board, and the approval of the Bankruptcy Court, after notice and a hearing; provided that the Claimant Trustee must provide the Oversight Board with prior written notice of any non-material amendments, supplements, modifications, or waivers of this Agreement. No amendment or waiver of this Agreement that adversely affects the Delaware Trustee shall be effective unless the Delaware Trustee has consented thereto in writing in its sole and absolute discretion.

ARTICLE XI.
MISCELLANEOUS

11.1 Trust Irrevocable. Except as set forth in this Agreement, establishment of the Claimant Trust by this Agreement shall be irrevocable and shall not be subject to revocation, cancellation or rescission by the Claimant Trust Beneficiaries.

11.2 Bankruptcy of Claimant Trust Beneficiaries. The dissolution, termination, bankruptcy, insolvency or other similar incapacity of any Claimant Trust Beneficiary shall not permit any creditor, trustee, or any other Claimant Trust Beneficiary to obtain possession of, or exercise legal or equitable remedies with respect to, the Claimant Trust Assets.

11.3 Claimant Trust Beneficiaries have No Legal Title to Claimant Trust Assets. No Claimant Trust Beneficiary shall have legal title to any part of the Claimant Trust Assets.

11.4 Agreement for Benefit of Parties Only. Nothing herein, whether expressed or implied, shall be construed to give any Person other than the Claimant Trustee, Oversight Board, and the Claimant Trust Beneficiaries any legal or equitable right, remedy or claim under or in

respect of this Agreement. The Claimant Trust Assets shall be held for the sole and exclusive benefit of the Claimant Trust Beneficiaries.

11.5 Notices. All notices, directions, instructions, confirmations, consents and requests required or permitted by the terms hereof shall, unless otherwise specifically provided herein, be in writing and shall be sent by first class mail, facsimile, overnight mail or in the case of mailing to a non-United States address, air mail, postage prepaid, addressed to:

(a) If to the Claimant Trustee:

Claimant Trustee
c/o Highland Capital Management, L.P.
100 Crescent Court, Suite 1850
Dallas, Texas 75201

With a copy to:

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd, 13th Floor
Los Angeles, CA 90067
Attn: Jeffrey Pomerantz (jpomerantz@pszjlaw.com)
Ira Kharasch (ikharasch@pszjlaw.com)
Gregory Demo (gdemo@pszjlaw.com)

(b) If to the Delaware Trustee:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890
Attn: Corporate Trust Administration/David Young
Email: nmarlett@wilmingtontrust.com
Phone: (302) 636-6728
Fax: (302) 636-4145

Notice mailed shall be effective on the date mailed or sent. Any Person may change the address at which it is to receive notices under this Agreement by furnishing written notice pursuant to the provisions of this Section 11.5 to the entity to be charged with knowledge of such change.

11.6 Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in another jurisdiction.

11.7 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

11.8 Binding Effect, etc. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Claimant Trust, the Claimant Trustee, and the Claimant Trust Beneficiaries, and their respective successors and assigns. Any notice, direction, consent, waiver or other instrument or action by any Claimant Trust Beneficiary shall bind its successors and assigns.

11.9 Headings; References. The headings of the various Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

11.10 Governing Law. This Agreement shall in all respects be governed by, and construed in accordance with the laws of the State of Delaware, including all matters of constructions, validity and performance.


11.11 Consent to Jurisdiction. Each of the parties hereto, each Member (solely in their capacity as Members of the Oversight Board), and each Claimant Trust Beneficiary consents and submits to the exclusive jurisdiction of the Bankruptcy Court for any action or proceeding instituted for the enforcement and construction of any right, remedy, obligation, or liability arising under or by reason of this Agreement, the Plan or any act or omission of the Claimant Trustee (acting in his capacity as the Claimant Trustee or in any other capacity contemplated by this Agreement or the Plan), Litigation Trustee (acting in his capacity as the Litigation Trustee or in any other capacity contemplated by this Agreement or the Plan), the Oversight Board, or any individual Member (solely in their capacity as Members of the Oversight Board); *provided, however,* that if the Bankruptcy Court either declines to exercise jurisdiction over such action or cannot exercise jurisdiction over such action, such action may be brought in the state or federal courts located in the Northern District of Texas.

11.12 Transferee Liabilities. The Claimant Trust shall have no liability for, and the Claimant Trust Assets shall not be subject to, any claim arising by, through or under the Debtor except as expressly set forth in the Plan or in this Agreement. In no event shall the Claimant Trustee or the Claimant Trust Beneficiaries have any personal liability for such claims. If any liability shall be asserted against the Claimant Trust or the Claimant Trustee as the transferee of the Claimant Trust Assets on account of any claimed liability of, through or under the Debtor or Reorganized Debtor, the Claimant Trustee may use such part of the Claimant Trust Assets as may be necessary to contest any such claimed liability and to pay, compromise, settle or discharge same on terms reasonably satisfactory to the Claimant Trustee as a Claimant Trust Expense.


[Remainder of Page Intentionally Blank]

IN WITNESS HEREOF, the parties hereto have caused this Claimant Trust Agreement to be duly executed by their respective officers thereunto duly authorized on the day and year first written above.

Highland Capital Management, L.P.

By: 
James P. Seery, Jr.
Chief Executive Officer and
Chief Restructuring Officer

Claimant Trustee

By: 
James P. Seery, Jr., not individually but
solely in his capacity as the Claimant Trustee

Wilmington Trust, National Association,
as Delaware Trustee

By: NC Marlett III
Name: Neumann Marlett
Title: Bank Officer

EXHIBIT 2

PACHULSKI STANG ZIEHL & JONES LLP
Jeffrey N. Pomerantz (CA Bar No. 143717) (*admitted pro hac vice*)
John A. Morris (NY Bar No. 2405397) (*admitted pro hac vice*)
Gregory V. Demo (NY Bar No. 5371992) (*admitted pro hac vice*)
Hayley R. Winograd (NY Bar No. 5612569) (*admitted pro hac vice*)
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760

HAYWARD PLLC
Melissa S. Hayward (TX Bar No. 24044908)
MHayward@HaywardFirm.com
Zachery Z. Annable (TX Bar No. 24053075)
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, TX 75231
Telephone: (972) 755-7100
Facsimile: (972) 755-7110

Counsel for the Reorganized Debtor and the Highland Claimant Trust

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

In re:	§	Chapter 11
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P., ¹	§	Case No. 19-34054-sgj11
	§	
Reorganized Debtor.	§	

**NOTICE OF FILING OF
THE CURRENT BALANCE SHEET OF THE HIGHLAND CLAIMANT TRUST**

PLEASE TAKE NOTICE that, pursuant to the Court’s *Order (A) Continuing Hearing on Motion to Stay and to Compel Mediation [Dkt. 3752] and (B) Directing Certain Actions in Advance of Continued Hearing [Docket No. 3870]*, Highland Capital Management, L.P., the reorganized debtor in the above-captioned bankruptcy case, and the Highland Claimant Trust hereby file the

¹ The last four digits of the Reorganized Debtor’s taxpayer identification number are 8357. The headquarters and service address for the Reorganized Debtor is 100 Crescent Court, Suite 1850, Dallas, TX 75201.



current balance sheet attached hereto as **Exhibit A** showing the general categories of assets and liabilities of the Highland Claimant Trust, subject to the accompanying notes.

[Remainder of Page Intentionally Left Blank]

Dated: July 6, 2023

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No. 143717)
John A. Morris (NY Bar No. 2405397)
Gregory V. Demo (NY Bar No. 5371992)
Hayley R. Winograd (NY Bar No. 5612569)
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Email: jpomerantz@pszjlaw.com
jmorris@pszjlaw.com
gdemo@pszjlaw.com
hwinograd@pszjlaw.com

-and-

HAYWARD PLLC

/s/ Zachery Z. Annable

Melissa S. Hayward
Texas Bar No. 24044908
MHayward@HaywardFirm.com
Zachery Z. Annable
Texas Bar No. 24053075
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, Texas 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

*Counsel for the Reorganized Debtor and
the Highland Claimant Trust*

EXHIBIT A

Highland Claimant Trust
Summarized Consolidated Balance Sheet ⁽¹⁾
As of May 31, 2023

The accompanying notes are integral to understanding this balance sheet
 (Estimated and unaudited, \$ in millions)

	Balance per books	adjustments (see notes)	Adjusted balance
Assets			
Cash and equivalents	\$ 13	\$ -	\$ 13
Disputed claims reserve ⁽²⁾	12	-	12
Other restricted cash	12	-	12
Investments ⁽³⁾	118	(12) ⁽⁶⁾	106
Notes receivable, net ⁽⁴⁾	86	(83) ⁽⁴⁾	3
Other assets	6	-	6
Total assets	\$ 247	\$ (95)	\$ 152
Liabilities			
Secured and other debt	\$ -	\$ -	\$ -
Distribution payable ⁽²⁾	12	-	12
Additional indemnification reserves	-	90 ⁽⁵⁾	90
Other liabilities	15	13 ⁽⁵⁾	28
Total liabilities ⁽⁵⁾	\$ 27	\$ 103	\$ 130
Book/adjusted book equity (see accompanying notes) ⁽⁵⁾	220	(198)	22
Total liabilities and book/adjusted book equity	\$ 247	\$ (95)	\$ 152
 Supplemental Info: ⁽⁷⁾			
Sum of remaining allowed Class 8 Trust Beneficiaries, excluding interest	\$ 27		
Sum of remaining allowed Class 9 Trust Beneficiaries, excluding interest	99		
Sum of face amount of pending Class 8/9 potential Trust Beneficiaries, excluding interest	13		
Sub-total	\$ 139		

{SEE ACCOMPANYING NOTES ON THE FOLLOWING PAGE}

The information contained in this summarized consolidated balance sheet (the "Summary") is based on estimates, and therefore should not be relied upon, as actual results may differ materially from the estimates contained herein.

This Summary is neither an offer nor a solicitation of an offer to buy or sell securities.

Information contained herein is not indicative of, nor does it guarantee, future results. The information contained in this Summary is based on matters as they exist as of the date of preparation and not as of any future date. Valuations do not reflect performance in different economic or market cycles and there can be no assurances that valuations will be achieved. Trust Beneficiaries may experience materially different results and outcomes.

Highland Claimant Trust
Summarized Consolidated Balance Sheet ⁽¹⁾
As of May 31, 2023

Notes:

(1) This presentation is not in accordance with US GAAP and is unaudited, but has nevertheless been prepared in good faith and with the intention of providing the reader with a comprehensive understanding of the remaining assets and liabilities of the Highland Claimant Trust, Highland Capital Management, LP, HCMLP GP LLC, and Highland Litigation Trust (the "Consolidated Entities"). These entities have each been aggregated on a stand-alone basis, with intercompany amounts eliminated. Funds and entities that may otherwise be consolidated by one or more of the Consolidated Entities under US GAAP are not fully consolidated and rather are included solely at their equity value. For example, if Highland Capital Management, LP is a 20% investor in a managed fund with assets of \$100 million and liabilities of zero that would normally require consolidation under US GAAP, the presentation contained herein reflects an investment of \$20 million as opposed to fully consolidating the \$100 million fund and reflecting minority interest of \$80 million. The value of the Highland Indemnity Trust is not included herein. As of May 31, 2023, \$35 million has been funded to the Highland Indemnity Trust. Highland Indemnity Trust beneficiaries are Claimant Trust Indemnified Parties. Any unused assets remaining after satisfying indemnification obligations will be transferred to the Highland Claimant Trust or otherwise be distributed to the Claimant Trust Beneficiaries in accordance with the Indemnity Trust Agreement. For presentation purposes, it is assumed that outstanding indemnification obligations will consume the entirety of the Highland Indemnity Trust. Further, no current recovery amount has been ascribed to the "Kirschner Adversary" as all such value is considered to be contingent, nor have any liabilities been reserved for various success fees payable to professionals associated with the Kirschner Adversary or any other litigations. Such liabilities are also contingent in nature.

(2) Amounts already authorized for distribution, but reserved in the Disputed Claims Reserve related to resolution of pending disputed claims.

(3) Value reflected herein consists primarily of ownership in private funds and subsidiaries, valued using NAV as the practical expedient, public & private investments (including residual sale escrows), valued at fair value, and SE Multifamily Holdings, LLC, valued using book equity value as of the most recent financials received. See note 6 for further information. There is substantial risk and uncertainty with respect to the timing and ultimate cash value to be received from monetizations of these investments and such value could ultimately be materially impacted by actual monetizations.

(4) Book amounts reflect principal amounts outstanding on various notes, without discount, adjustment, or estimates of future costs of collection, with two exceptions. The first exception is to the note receivable from Hunter Mountain Investment Trust for which over \$90 million of principal and interest is currently due, payable, and in default. These notes are a component of the "Kirschner Adversary" which is currently stayed. These principal and interest amounts are fully reserved based on the assumption that Hunter Mountain Investment Trust has no other assets other than a contingent, unvested interest in the Highland Claimant Trust. That assumption is subject to change. The second exception relates to the note receivable from Highland Select Equity Master Fund, LP. This amount is fully reserved based on the pendency of the Ch. 7 proceeding for Highland Select Equity Master Fund, LP and the minimal remaining value of Highland Select Equity Master Fund, LP's assets, which is expected to be further consumed (at least in part) by trustee and professional fees. Aside from these exceptions, approximately \$65 million of these principal amounts (further described below) are subject to ongoing litigation with various note counterparties who are contesting the validity of their obligations. These disputed amounts are contained within the "Balance per books" column herein without discount or adjustment. While the makers have asserted defenses, Highland believes they are meritless and is confident that judgments will ultimately be entered in Highland's favor. However, based on Mr. Dondero's history of failing to satisfy judgments entered against his affiliates by others (e.g., UBS, the Redeemer Committee, Joshua Terry, and Patrick Daugherty), the effect of complete non-payment of principal is reflected in the "adjustments" column, which also assumes non-payment of the currently performing \$18 million note receivable from The Dugaboy Investment Trust. Ultimate recoveries from these notes could differ materially from the current principal outstanding depending on the outcome of the pending litigation and no recovery can be assured. Accrued interest is captured in the "Other assets" line item, subject to the exceptions discussed within this footnote. While there is currently a report & recommendation from the bankruptcy court for summary judgment, plus costs of collection, no costs of collection are reflected as assets on this balance sheet, so would be incremental. The estimated amount of such costs of collections are over \$3 million.

Detail of note principal amounts subject to report & recommendations of the bankruptcy court, currently pending in district court (excludes accrued interest):

<u>Note Maker</u>	<u>Principal O/S</u>	<u>Comments</u>
NexPoint Advisors, LP	\$ 25	Consists of a single note
NexPoint Real Estate Partners, LLC	12	fka HCRE Partners, LLC; five underlying notes comprise balance
NexPoint Asset Management, LP	11	fka Highland Capital Management Fund Advisors, LP; four underlying notes comprise balance
James Dondero	10	Three underlying notes comprise balance
Highland Capital Management Services, Inc.	7	Five underlying notes comprise balance
Sub-total	\$ 65	

(5) The book equity amount reflects a multitude of estimates including, but not limited to the value of investments and collectability of notes receivable. For book purposes, no contingent liabilities or indemnification reserves have been recorded as liabilities that would reduce book equity, notwithstanding that it is currently expected that there will be a) a need to maintain further highly material indemnification reserves; and b) further incurrence of springing contingent liabilities if distribution milestones are achieved. The amount of further incremental indemnification reserves are currently expected to exceed \$90 million, and may ultimately be greater, which will be required to be funded (at least in part) prior to any further material distributions to Trust Beneficiaries. In the absence of a global settlement that, among other things, fully and finally releases all Claimant Trust Indemnified Parties, Highland believes the additional indemnification reserves are required because, among other reasons, (a) based on the so-called "Dondero exclusion," insurance is likely to remain cost-prohibitive and/or unsatisfactory, leaving the Claimant Trust and Indemnity Trust assets as the sole sources of funding for indemnity obligations, (b) approximately twenty (20) matters are being actively litigated in at least 9 different forums; and (c) based on history, new litigation can be expected. Any unused assets remaining after satisfaction of indemnity obligations will be distributed as required by the Indemnity Trust Agreement. The amount of incremental springing contingent liabilities are expected to range from \$5 million to \$15 million, which are exclusive of various success fees associated with recoveries under the "Kirschner Adversary" and others. No reserves have been accrued for any current, pending, or threatened litigation brought by any Dondero-related parties. Lastly, it is expected that the trust and its subsidiaries will operate at an operating loss prospectively. The corresponding information in the "adjustments" column above is an estimate of the effects of these incremental indemnification reserves and contingent liabilities, but does not assume any expected future operating cash burn, which is expected to be significant.

(6) The value of SE Multifamily Holdings LLC maintained on this balance sheet is \$15.7 million, which is a component of the "Investments" line item and is based on a several years state book-basis balance sheet. Notwithstanding Dondero-entities' previous disclosures of this interest at values of \$20 million and \$12 million, Highland also received interest from Dondero to acquire the interest for \$3.8 million, among other assets. The purpose of this adjustment is to assume that the holding could be monetized at the lower \$3.8 million level, which would result in a \$11.9 million decrease to Highland's book equity if it were hypothetically transacted at that level. Highland has initiated proceedings in Delaware to receive books and records relating to SE Multifamily Holdings LLC, for which it has the contractual right and has been seeking for approximately a year, but for which Dondero-controlled entities have not provided to date.

(7) Amounts described herein represent the face amounts of outstanding allowed and pending claims. The pending claim amounts do not include amounts that are the subject of various appeals or that are unliquidated. The allowed and pending claims (along with accrued interest) could ultimately be satisfied in part or in full using 1) the assets of the disputed claims reserve, 2) the residual amount of cash in the indemnity trust after satisfying all indemnification obligations, and 3) the residual amount of cash remaining after monetizing all other non-cash assets and paying liabilities and future expenses.

The information contained in this summarized consolidated balance sheet (the "Summary") is based on estimates, and therefore should not be relied upon, as actual results may differ materially from the estimates contained herein.

This Summary is neither an offer nor a solicitation of an offer to buy or sell securities.

Information contained herein is not indicative of, nor does it guarantee, future results. The information contained in this Summary is based on matters as they exist as of the date of preparation and not as of any future date. Valuations do not reflect performance in different economic or market cycles and there can be no assurances that valuations will be achieved. Trust Beneficiaries may experience materially different results and outcomes.

EXHIBIT 3

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

In re:	§	
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	Chapter 11
	§	
Debtor.	§	Case No. 19-34054-sgj11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
	§	
Plaintiff,	§	Civ. Act. No. 3:21-cv-00881-X
	§	
v.	§	
	§	
NEXPOINT ASSET MANAGEMENT, L.P. (F/K/A HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P.), et al.,	§	(Consolidated with 3:21-cv-00880- X; 3:21-cv-01010-X; 3:21-cv-01360-X; 3:21-cv-01362-X; 3:21-cv-01378-X; 3:21-cv-01379-X; 3:21-cv-03207-X; 3:22-cv-0789-X)
	§	
Defendants.	§	

ORDER GRANTING JOINT AGREED EMERGENCY MOTION FOR ORDER APPROVING STIPULATION FOR THE BONDING OF JUDGMENTS AND STAYS OF EXECUTIONS PENDING APPEALS

Upon consideration of the Parties’ *Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Execution Pending Appeals* (the “Motion”),¹ the Court hereby finds that the Motion should be GRANTED as set forth below. Accordingly,

IT IS HEREBY ORDERED that:

1. The Motion is **GRANTED** in its entirety.

¹ Capitalized terms not defined in this Order shall have the meanings ascribed to them in the Motion.



2. The Parties' entry into the Binding Bonding Agreement, a copy of which is attached hereto as **Exhibit A**, is hereby **APPROVED**.

3. The Parties are directed to comply with each and every term of the Binding Bonding Agreement.

4. The deposit of any amounts required by the Binding Bonding Agreement into the Court Registry will be done in each case in accordance with Miscellaneous Order No. 45, entered by the U.S. District Court of the Northern District of Texas on October 7, 1997 (the "Misc. Order"). For the avoidance of doubt, this Order shall constitute the Court's express order authorizing the deposit or transfer of funds into the Court Registry as required by the terms of the Misc. Order, and the Clerk of Court shall accept this Order as the requisite order of the Court permitting the deposit or transfer of funds into the Court Registry.

5. This Court shall have and retain jurisdiction over all disputes arising out of or otherwise concerning the interpretation and enforcement of this Order.

IT IS SO ORDERED this 3rd day of August, 2023.



THE HONORABLE BRANTLEY STARR
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT A

Binding Bonding Agreement

This Binding Bonding Agreement (“*Agreement*”) is entered into by and between Highland Capital Management, L.P. (“*Highland*”) and James Dondero, NexPoint Asset Management, L.P., NexPoint Advisors, L.P., NexPoint Real Estate Partners, LLC, and Highland Capital Management Services, Inc. (the “*Judgment Debtors*”) (along with Highland, collectively the “*Parties*”) with respect to judgments entered in US Dist. Court Case No. 3:21-cv-00881-X and its consolidated cause numbers (the “*Judgments*” in the “*District Court Case*”).

RECITALS

WHEREAS, as of July 31, 2023, the Judgments entered in the District Court Case on July 6, 2023, total \$68,902,707.24 (“*Combined Judgment Amount*”), inclusive of principal, pre- and post-judgment interest, and awarded fees and expenses;

WHEREAS, Highland and the Judgment Debtors dispute the finality of certain of the Judgments;

WHEREAS, Highland may execute upon the Judgments thirty (30) days after the entry of a final Judgment, unless the United States District Court for the Northern District of Texas (the “*District Court*”) orders otherwise;

WHEREAS, the Judgment Debtors may stay execution of such Judgments by providing a supersedeas bond in conformance with the District Court’s rules (“*Bond*”) for each Judgment Debtor;

WHEREAS, the Parties seek to avoid the motion practice, expense, and harm caused by execution of the Judgments;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. The Parties will request the District Court to enter separate judgments (“*Individual Judgment Amount*”) for each Judgment Debtor against each respective Judgment Debtor as follows (which the parties agree to consolidate for the purposes of appeal). Each Judgment Debtor shall Bond in the amount of 111% of its Individual Judgment Amount (“*Individual Bond Amount*”) as set forth below (the Individual Bond Amounts collectively the “*Combined Bond Amount*”):

Party	Individual Judgment Amount	Individual Bond Amount
NexPoint Asset Management, L.P.	\$3,628,692.37	\$4,027,848.53

NexPoint Asset Management, L.P.	\$8,441,524.65	\$9,370,092.36
NexPoint Advisors, L.P.	\$25,849,816.94	\$28,693,296.80
NexPoint Real Estate Partners, LLC	\$13,251,661.00	\$14,709,343.70
Highland Capital Management Services, Inc.	\$7,578,620.41	\$8,412,268.66
James Dondero	\$10,152,391.87	\$11,269,154.90
Total	\$68,902,707.24	\$76,482,004.95

2. The Judgment Debtors shall Bond the Combined Bond Amount according to the following schedule (“*Bonding Schedule*”):

Date ¹	Additional Bonded Amount	Combined Bonded Amount
August 11, 2023	\$30,000,000.00	\$30,000,000.00
August 18, 2023	\$10,000,000.00	\$40,000,000.00
August 25, 2023	\$10,000,000.00	\$50,000,000.00
September 8, 2023	\$10,000,000.00	\$60,000,000.00
October 11, 2023	\$16,482,004.95	\$76,482,004.95

3. In substitution for posting Bond, if, and only if, the registry of the District Court is willing to accept USD\$ cash in lieu of a Bond conforming with the rules of the District Court, a Judgment Debtor may post cash as security to an interest-bearing account (if the registry maintains such an account) with the Registry of the District Court (“*Cash Security*”). For all purposes under this Agreement, including calculation of the Combined Bonded Amount under the Bonding Schedule, a Judgment Debtor shall be credited as having posted a Bond equivalent to 111% of all amounts posted as Cash Security only if (a) the interest rate payable on such Cash Security by the registry of the District Court is equal to or greater than the 5.35% Federal Judgment Rate applicable to the Judgments (or, if less, the “Top-up Interest” is paid as described in footnote 2 below) and (b) all interest paid on the Cash Security becomes part of the Cash Security and remains in the Registry of the District Court and available to satisfy the Judgments. If the Registry of the District Court is not willing to accept a Cash Security or does not accrue and apply interest to the Cash Security as required by the immediately preceding sentence hereof, the Judgment Debtor must post the required amount in the form of a supersedeas Bond consistent with the Federal Rules of Civil Procedure and the Local Rules for the District Court. Consistent with the foregoing,

¹ For avoidance of doubt, failure to post the required Combined Bond Amount by the calendar dates set forth in the Bonding Schedule will constitute a default permitting the plaintiffs to immediately begin enforcement and collection proceedings for the unbonded amounts then outstanding against each and every Judgment Debtor, unless the parties otherwise agree and adjust the Bonding Schedule, or the District Court extends the stay of execution. If at least \$60 million in Bond (or the equivalent required amount in cash) has been posted on or before September 8, 2023, the parties will work in good faith to negotiate a fair and equitable schedule for completing Bonding if it cannot be completed by October 11, 2023; if Highland rejects the proposal of the remaining Judgment Debtors, Highland may begin collection efforts if Judgment Debtors have not obtained a stay of execution within 7 days of such rejection.

interest generated by any acceptable USD\$ cash deposit to the Registry of the District Court shall be treated as part of the Bond with respect to the right of collection after finalization of appeals.²

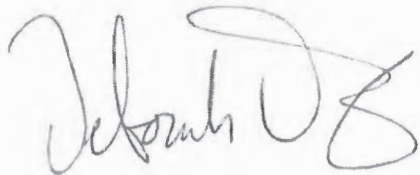
4. Upon posting of (a) Bond or (b) if acceptable to the Registry of the District Court, Cash Security in substitution of a Bond, the Judgment Debtors shall notify Highland in writing to counsel of record of the Judgment Debtor(s) on whose behalf such Bond or Cash Security was posted and the amount of Combined Bond Amount posted for the purposes of satisfaction of the Bonding Schedule. Except as set forth in footnote 1, failure to post the required Combined Bond Amount by the calendar date above shall constitute an event of default permitting Highland to immediately begin enforcement and collection proceedings for the unbonded amounts against each Judgment Debtor.
5. Each of the Judgment Debtors hereby represents and warrants on its own behalf that it has not since January 1, 2023, engaged in any Fraudulent Transfers. For the purposes of this Agreement, "Fraudulent Transfer" shall have its meaning as defined in 11 U.S.C. §§ 544, 548.
6. None of the Judgment Debtors shall transfer any of its assets with a value of over \$100,000 in one or a series of related transactions (an "*Asset Transfer*"), without providing five days (5) written notice to Highland (the "*Notice*") except that Notice is not required for (i) ordinary and customary payments to vendors, employees, contractors, or consultants, including for any bonuses that are already scheduled in the current compensation schedule, all consistent with recent past practice; (ii) payments made pursuant to the terms of a contract executed and effective prior to January 1, 2023 (payments under paragraph 6(i) and (ii) are referred to as "*Ordinary Course Payments*"), or (iii) transfers and transactions made for the purpose of bonding the Judgments. Notwithstanding the foregoing, other than with respect to Ordinary Course Payments being made pursuant to already existing written agreements, the Judgment Debtors *shall* provide Notice to Highland of all contemplated Asset Transfers between or among any Judgment Debtor, on the one hand, and any of Mr. Dondero or Scott Ellington or either of their immediate families or either of their affiliated entities (including Highgate Consulting Group, Inc., d/b/a Skyview Group ("*Skyview*")), on the other (any such contemplated Asset Transfer, an "*Insider Transaction*"). For the avoidance of doubt, items such as contractual payments to Skyview and its employees, scheduled bonus amounts, and medical reimbursements are not required to be disclosed to Highland so long as they otherwise constitute Ordinary Course Payments. While Notice of all other Insider Transactions is required, the Parties do not intend to restrict Asset

² As set forth above, the interest rate for by the deposit of Cash Security must be equal to or greater than the 5.35% statutory post-judgment interest rate applicable to the Judgments. In the event that the Cash Security interest rate available at the Registry of the District Court is less than the statutory 5.35% post-judgment interest rate applicable to the Judgments, each the Judgment Debtor shall post additional Cash Security or post additional Bond in the amount of the dollar difference between the Cash Security interest rate payable at the Registry of the District Court (as applied to the Judgments) and the 5.35% post-judgment statutory interest rate applicable to the Judgments ("*Top-Up Interest*"). Top-Up Interest must be deposited with the Registry of the District Court and added to the Cash Security on the first business day of each month. Failure to timely deposit Top-Up Interest shall be an event of default hereunder permitting Highland to immediately begin enforcement and collection proceedings for the unbonded amounts against each Judgment Debtor.

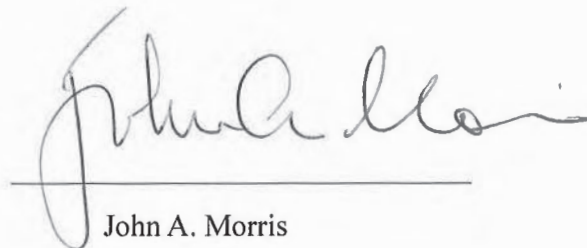
Transfers made as Ordinary Course Payments. The provisions of this Paragraph 6 shall expire (a) for each Judgment Debtor upon the posting of a Bond or Cash Security for its Individual Bond Amount or (b) upon the complete satisfaction of the Bonding Schedule. If Highland objects in writing to any Asset Transfer or Insider Transaction, the proposed transaction(s) may only be pursued if Highland has not moved on shortened notice and as expedited a basis as the District Court will accommodate for injunctive or other relief within 5 days of written notice of a Judgment Debtor's objection to Highland's objection (the Parties all hereby consent to having a motion under this provision heard on shortened notice or on an emergency basis), and such period has not been extended pursuant to a written agreement between the parties or by the Court upon good cause shown.

7. Prior to completion of the Bonding Schedule, and promptly following execution of this Agreement and entry of an order of the District Court approving this Agreement (and in any event on or before August 11, 2023), the Judgment Debtors shall grant (or cause to be granted) to Highland properly perfected, first-priority security interests (the "*Liens*") in collateral collectively up to the amount of \$76.4 million ("*Interim Collateral*"). To the extent the Liens are perfected through the filing of a UCC-1, the Liens will be recorded with UCC-1 filings in Dallas County, Texas, and in the state of incorporation/formation of the debtor listed in the applicable UCC-1. Each Lien shall be released with respect to each Judgment Debtor as each Judgment Debtor posts a Bond or Cash Security equal to its Individual Bond Amount in accordance with this Agreement as follows: upon approval by the District Court of any Bond or Cash Security equal to an Individual Bond Amount, Highland shall release its lien and security interest on Interim Collateral in the amount of such Bond or Cash Security with respect to the asset of the particular Judgment Debtor posting such Bond or Cash Security.
8. So long as the Judgment Debtors are in strict compliance with the Bonding Schedule (time being of the essence), and paragraphs 6 and 7 concerning Interim Collateral, Highland shall take no action to execute upon the Judgments.
9. Upon execution of this Agreement, the Parties agree that they shall immediately submit this Agreement to the District Court as a stipulation to be entered on the District Court Case docket and approved by the Court.

AGREED BY COUNSEL TO THE PARTIES TO THIS AGREEMENT:



Deborah Deitsch-Perez



John A. Morris

Counsel to the Judgement Debtors

Counsel to Highland

Deborah Deitsch-Perez
 Michael P. Aigen
 STINSON LLP
 3102 Oak Lawn Avenue, Suite 777
 Dallas, Texas 75219-4259
 Telephone: (214) 560-2201
 Facsimile: (214) 560-2203
 Email: Deborah.deitschperez@stinson.com
 Email: Michael.aigen@stinson.com

Counsel for Defendants

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

In re:	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	Chapter 11
Debtor.	§	Case No. 19-34054-sgj11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
Plaintiff,	§	Civ. Act. No. 3:21-cv-00881-X
v.	§	(Consolidated with 3:21-cv-00880-X, 3:21-cv-01010-X, 3:21-cv-01378-X, 3:21-cv-01379-X)
HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P., et al.	§	
Defendants.	§	

NOTICE OF BONDING

PLEASE TAKE NOTICE that, on August 8, 2023, in accordance with the terms of the Binding Bonding Agreement attached as Exhibit A to Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals, as well as the Amended Final Judgments against the Judgment Debtors at Dkts



143-145 and 147, Defendants NexPoint Asset Management, L.P.; NexPoint Advisors, L.P.; and Highland Capital Management Services, Inc., tendered bond to the Treasury Registry for the United States District Court for the Northern District of Texas. Proof of payment is attached hereto as Exhibit 1.

Dated: August 10, 2023

Respectfully submitted,

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez
State Bar No. 24036072
Michael P. Aigen
State Bar No. 24012196
STINSON LLP
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
(214) 560-2201 telephone
(214) 560-2203 facsimile
Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

Counsel for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on August 10, 2023, a true and correct copy of the foregoing document was served via the Court's CM/ECF system on all parties registered to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez

Exhibit 1

U.S. District Court

Texas Northern - Dallas

THIS IS A COPY

AMENDED RECEIPT

Receipt Date: Aug 8, 2023 2:56PM

Rcpt. No: 300007043

Trans. Date: Aug 8, 2023 2:56PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321cv000881 /01 FBO: Nexpoint Asset Management LP	1	6000000.00	6000000.00

CD	Tender	Amt
CH	Check #046304 08/8/2023	\$6,000,000.00
Total Due Prior to Payment:		\$6,000,000.00
Total Tendered:		\$6,000,000.00
Total Cash Received:		\$0.00
Cash Change Amount:		\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:18 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:19 PM
Correction Reason: 03) Incorrect Case/Party Number

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

U.S. District Court

Texas Northern - Dallas

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AMENDED RECEIPT

Receipt Date: Aug 8, 2023 3:01PM

Rcpt. No: 300007048

Trans. Date: Aug 8, 2023 3:01PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	Dtxn321cv000881 /01 FBO: Nexpoint Advisors LP	1	18798654.37	18798654.37

CD	Tender			Amt
CH	Check	#046302	08/8/2023	\$18,798,654.37
Total Due Prior to Payment:				\$18,798,654.37
Total Tendered:				\$18,798,654.37
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:12 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:12 PM
Correction Reason: 03) Incorrect Case/Party Number

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

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AMENDED RECEIPT

Receipt Date: Aug 8, 2023 2:59PM

Rcpt. No: 300007046

Trans. Date: Aug 8, 2023 2:59PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	Dtxn321cv000881 /01 FBO: Nexpoint Asset Management LP	1	6070217.02	6070217.02

CD	Tender			Amt
CH	Check	#046305	08/8/2023	\$6,070,217.02
Total Due Prior to Payment:				\$6,070,217.02
Total Tendered:				\$6,070,217.02
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:29 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:29 PM
Correction Reason: 04) Incorrect Remitter

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

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Receipt Date: Aug 8, 2023 3:07PM

Rcpt. No: 300007052

Trans. Date: Aug 8, 2023 3:07PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	Dtxn321cv000881 /01 FBO: Nexpoint Advisors LP	1	921379.59	921379.59

CD	Tender	#046303	08/8/2023	Amt
CH	Check			\$921,379.59
Total Due Prior to Payment:				\$921,379.59
Total Tendered:				\$921,379.59
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:31 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:31 PM
Correction Reason: 07) Incorrect FBO 03) Incorrect Case/Party Number

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

U.S. District Court

Texas Northern - Dallas

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AMENDED RECEIPT

Receipt Date: Aug 8, 2023 3:04PM

Rcpt. No: 300007050

Trans. Date: Aug 8, 2023 3:04PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321cv000881 /01 FBO: Nexpoint Advisors LP	1	6129782.98	6129782.98

CD	Tender			Amt
CH	Check	#046306	08/8/2023	\$6,129,782.98
Total Due Prior to Payment:				\$6,129,782.98
Total Tended:				\$6,129,782.98
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:30 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:30 PM
Correction Reason: 07) Incorrect FBO

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

U.S. District Court

Texas Northern - Dallas

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AMENDED RECEIPT

Receipt Date: Aug 8, 2023 2:15PM

Rcpt. No: 300007029

Trans. Date: Aug 8, 2023 2:15PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DDTX321cv000881 /01 FBO: Highland Capital Management Services Inc	1	7578620.41	7578620.41

CD	Tender			Amt
CH	Check	#046300	08/8/2023	\$7,578,620.41
Total Due Prior to Payment:				\$7,578,620.41
Total Tendered:				\$7,578,620.41
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:21 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:22 PM
Correction Reason: 03) Incorrect Case/Party Number

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

Deborah Deitsch-Perez
Michael P. Aigen
STINSON LLP
3102 Oak Lawn Avenue, Suite 777
Dallas, Texas 75219-4259
Telephone: (214) 560-2201
Facsimile: (214) 560-2203
Email: Deborah.deitschperez@stinson.com
Email: Michael.aigen@stinson.com

Counsel for Defendants

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

In re: §
§
HIGHLAND CAPITAL MANAGEMENT, § **Chapter 11**
L.P., § **Case No. 19-34054-sgj11**
§
Debtor. §

§
HIGHLAND CAPITAL MANAGEMENT, §
L.P., §
§
Plaintiff, § **Civ. Act. No. 3:21-cv-00881-X**
§
v. § **(Consolidated with 3:21-cv-00880-X,**
§ **3:21-cv-01010-X, 3:21-cv-01378-X,**
§ **3:21-cv-01379-X)**
§
HIGHLAND CAPITAL MANAGEMENT §
FUND ADVISORS, L.P., et al. §
§
Defendants. §

NOTICE OF BONDING

PLEASE TAKE NOTICE that, on August 24, 2023, in accordance with the terms of the Binding Bonding Agreement attached as Exhibit A to Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals, as well as the Amended Final Judgments against the Judgment Debtors at Dkts.

146 and 148, Defendants NexPoint Real Estate Partners LLC (f/k/a HCRE Partners LLC) and James Dondero tendered bond to the Treasury Registry for the United States District Court for the Northern District of Texas. Proof of payment is attached hereto as Exhibit 1.

Dated: August 28, 2023

Respectfully submitted,

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez
State Bar No. 24036072
Michael P. Aigen
State Bar No. 24012196
STINSON LLP
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
(214) 560-2201 telephone
(214) 560-2203 facsimile
Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

Counsel for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on August 28, 2023, a true and correct copy of the foregoing document was served via the Court's CM/ECF system on all parties registered to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez

EXHIBIT 1

Generated: Aug 24, 2023 1:48PM

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U.S. District Court

Texas Northern - Dallas

Receipt Date: Aug 24, 2023 1:48PM

Rcpt. No: 300007302

Trans. Date: Aug 24, 2023 1:48PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321CV000881 /001 HIGHLAND CAPITAL MGMT SERVICES INC FBO: Nextpoint Real Estate Partners LLC	1	13251661.00	13251661.00

CD	Tender			Amt
CH	Check	#046362	08/24/2023	\$13,251,661.00
Total Due Prior to Payment:				\$13,251,661.00
Total Tendered:				\$13,251,661.00
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

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Generated: Aug 24, 2023 1:51PM

Page 1/1

U.S. District Court

Texas Northern - Dallas

Receipt Date: Aug 24, 2023 1:51PM

Rcpt. No: 300007303

Trans. Date: Aug 24, 2023 1:51PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321CV000881 /001 HIGHLAND CAPITAL MGMT SERVICES INC FBO: James Dondero	1	1248339.00	1248339.00

CD	Tender	#	Date	Amt
CH	Check	#046361	08/24/2023	\$1,248,339.00
Total Due Prior to Payment:				\$1,248,339.00
Total Tendered:				\$1,248,339.00
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

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Deborah Deitsch-Perez
Michael P. Aigen
STINSON LLP
3102 Oak Lawn Avenue, Suite 777
Dallas, Texas 75219-4259
Telephone: (214) 560-2201
Facsimile: (214) 560-2203
Email: Deborah.deitschperez@stinson.com
Email: Michael.aigen@stinson.com

Counsel for Defendants

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

In re: §
§
HIGHLAND CAPITAL MANAGEMENT, § **Chapter 11**
L.P., § **Case No. 19-34054-sgj11**
§
Debtor. §

HIGHLAND CAPITAL MANAGEMENT, §
L.P., §
§ **Plaintiff,** § **Civ. Act. No. 3:21-cv-00881-X**
§
v. § **(Consolidated with 3:21-cv-00880-X,**
§ **3:21-cv-01010-X, 3:21-cv-01378-X,**
§ **3:21-cv-01379-X)**
§
HIGHLAND CAPITAL MANAGEMENT §
FUND ADVISORS, L.P., et al. §
§
Defendants. §

NOTICE OF BONDING

PLEASE TAKE NOTICE that, on October 4, 2023, in accordance with the terms of the Binding Bonding Agreement attached as Exhibit A to Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals [Dkt 149], as well as the Amended Final Judgments against the Judgment



Debtors [Dkts. 143-148], Defendants James Dondero, NexPoint Real Estate Partners LLC (f/k/a HCRE Partners LLC), NexPoint Asset Management LP, NexPoint Advisors LP, and Highland Capital Management Services, Inc. tendered top-up interest payments to the Treasury Registry for the United States District Court for the Northern District of Texas. Proof of payment is attached hereto as Exhibit 1.

Dated: October 4, 2023

Respectfully submitted,

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

State Bar No. 24036072

Michael P. Aigen

State Bar No. 24012196

STINSON LLP

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

(214) 560-2201 telephone

(214) 560-2203 facsimile

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on October 4, 2023, a true and correct copy of the foregoing document was served via the Court's CM/ECF system on all parties registered to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

EXHIBIT 1

U.S. District Court

Texas Northern - Dallas

Receipt Date: Oct 4, 2023 9:24AM

Rcpt. No: 300008032

Trans. Date: Oct 4, 2023 9:24AM

Cashier ID: #AC

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321CV000881 /005 JAMES DONDERO FBO: James Dondero	1	435.76	435.76
701	Treasury Registry	DTXN321CV000881 Nextpoint Real Estate Partners FBO: Nextpoint Real Estate Partners	1	4625.75	4625.75
701	Treasury Registry	DTXN321CV000881 /003 NEXPOINT ASSET MGMT LP FBO: Nextpoint Asset Management	1	4213.34	4213.34
701	Treasury Registry	DTXN321CV000881 /002 NEXPOINT ADVISORS LP FBO: Nextpoint Advisors	1	9023.37	9023.37
701	Treasury Registry	DTXN321CV000881 /001 HIGHLAND CAPITAL MGMT SERVICES INC FBO: Highland Capital Management	1	2645.46	2645.46

CD	Tender			Amt
CH	Check	#046437	10/3/2023	\$20,943.68
Total Due Prior to Payment:				\$20,943.68
Total Tendered:				\$20,943.68
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

Deborah Deitsch-Perez
 Michael P. Aigen
 STINSON LLP
 3102 Oak Lawn Avenue, Suite 777
 Dallas, Texas 75219-4259
 Telephone: (214) 560-2201
 Facsimile: (214) 560-2203
 Email: Deborah.deitschperez@stinson.com
 Email: Michael.aigen@stinson.com

Counsel for Defendants

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

In re:	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	Chapter 11
Debtor.	§	Case No. 19-34054-sgj11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
Plaintiff,	§	Civ. Act. No. 3:21-cv-00881-X
v.	§	(Consolidated with 3:21-cv-00880-X, 3:21-cv-01010-X, 3:21-cv-01378-X, 3:21-cv-01379-X)
HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P., et al.	§	
Defendants.	§	

NOTICE OF BONDING

PLEASE TAKE NOTICE that, on October 12, 2023, in accordance with the terms of the Binding Bonding Agreement attached as Exhibit A to Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals [Dkt 149], as well as the Amended Final Judgments against James Dondero [Dkt.

148], Defendant James Dondero tendered bond to the Treasury Registry for the United States District Court for the Northern District of Texas. Proof of payment is attached hereto as Exhibit 1.

Dated: October 12, 2023

Respectfully submitted,

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez
State Bar No. 24036072
Michael P. Aigen
State Bar No. 24012196
STINSON LLP
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
(214) 560-2201 telephone
(214) 560-2203 facsimile
Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

Counsel for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on October 12, 2023, a true and correct copy of the foregoing document was served via the Court's CM/ECF system on all parties registered to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez

EXHIBIT 1

Generated: Oct 12, 2023 4:16PM

Page 1/1

U.S. District Court

Texas Northern - Dallas

Receipt Date: Oct 12, 2023 4:16PM

James Dondero

Rcpt. No: 300008175

Trans. Date: Oct 12, 2023 4:16PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321CV000881 /005 JAMES DONDERO FBO: James Dondero	1	8904052.87	8904052.87

CD	Tender			Amt
CH	Check	#046450	10/12/2023	\$8,904,052.87
Total Due Prior to Payment:				\$8,904,052.87
Total Tendered:				\$8,904,052.87
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

Deborah Deitsch-Perez
 Michael P. Aigen
 STINSON LLP
 3102 Oak Lawn Avenue, Suite 777
 Dallas, Texas 75219-4259
 Telephone: (214) 560-2201
 Facsimile: (214) 560-2203
 Email: Deborah.deitschperez@stinson.com
 Email: Michael.aigen@stinson.com

Counsel for Defendants

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

In re:	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	Chapter 11
Debtor.	§	Case No. 19-34054-sgj11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
Plaintiff,	§	Civ. Act. No. 3:21-cv-00881-X
v.	§	(Consolidated with 3:21-cv-00880-X, 3:21-cv-01010-X, 3:21-cv-01378-X, 3:21-cv-01379-X)
HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P., et al.	§	
Defendants.	§	

NOTICE OF BONDING

PLEASE TAKE NOTICE that, on November 1, 2023, in accordance with the terms of the Binding Bonding Agreement attached as Exhibit A to Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals [Dkt 149], as well as the Amended Final Judgments against the Judgment

Debtors [Dkts. 143-148], Defendants James Dondero, NexPoint Real Estate Partners LLC (f/k/a HCRE Partners LLC), NexPoint Asset Management LP, NexPoint Advisors LP, and Highland Capital Management Services, Inc. tendered top-up interest payments to the Treasury Registry for the United States District Court for the Northern District of Texas. Proof of payment is attached hereto as Exhibit 1.

Dated: November 1, 2023

Respectfully submitted,

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

State Bar No. 24036072

Michael P. Aigen

State Bar No. 24012196

STINSON LLP

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

(214) 560-2201 telephone

(214) 560-2203 facsimile

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on November 1, 2023, a true and correct copy of the foregoing document was served via the Court's CM/ECF system on all parties registered to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

EXHIBIT 1

Generated: Nov 1, 2023 1:49PM

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U.S. District Court

Texas Northern - Dallas

Receipt Date: Nov 1, 2023 1:49PM

Rcpt. No: 300008516

Trans. Date: Nov 1, 2023 1:49PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321CV000881 /005 JAMES DONDERO FBO: James Dondero	1	3798.75	3798.75
701	Treasury Registry	DTXN321CV000881 FBO: Nextpoint Real Estate Partners LLC	1	5275.40	5275.40
701	Treasury Registry	DTXN321CV000881 /003 NEXPOINT ASSET MGMT LP FBO: NexPoint Asset Management LP	1	4701.90	4701.90
701	Treasury Registry	DTXN321CV000881 /002 NEXPOINT ADVISORS LP	1	10069.64	10069.64
701	Treasury Registry	DTXN321CV000881 /001 HIGHLAND CAPITAL MGMT SERVICES INC	1	2952.20	2952.20

CD	Tender	#	Date	Amt
CH	Check	#046504	11/1/2023	\$26,797.89
Total Due Prior to Payment:				\$26,797.89
Total Tendered:				\$26,797.89
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

	<i>Reject the Plan</i> Filed by Creditor HarbourVest et al. Objections due by 11/9/2020. (Attachments: # 1 Proposed Order) (Driver, Vickie)
10/18/2020	1208 (4 pgs) Declaration re: /of Michael Pugatch in Support of 3018(A) Motion filed by Creditor HarbourVest et al (RE: related document(s) 1207 Motion to allow claims of HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan). (Driver, Vickie)
10/19/2020	1209 (4 pgs) Objection to disclosure statement (RE: related document(s) 1080 Disclosure statement) filed by Interested Party Jefferies LLC. (Doherty, Casey)
10/19/2020	1210 (15 pgs; 3 docs) Objection to disclosure statement (RE: related document(s) 1080 Disclosure statement) filed by Creditor Pension Benefit Guaranty Corporation. (Attachments: # 1 Exhibit # 2 Certificate of Service) (Baird, Michael)
10/19/2020	1211 (769 pgs; 30 docs) List APPENDIX TO REDEEMER COMMITTEE OF THE HIGHLAND CRUSADER FUND AND THE CRUSADER FUNDS BRIEF IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT AND JOINDER IN THE DEBTORS MOTION FOR PARTIAL SUMMARY JUDGEMENT ON PROOF OF CLAIM NOS. 190 AND 191 OF UBS AG, LONDON BRANCH AND UBS SECURITIES LLC filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s) 1183 Motion to disallow claims REDEEMER COMMITTEE OF THE HIGHLAND CRUSADER FUND AND THE CRUSADER FUNDS MOTION FOR PARTIAL SUMMARY JUDGMENT AND JOINDER IN THE DEBTORS MOTION FOR PARTIAL SUMMARY JUDGMENT ON PROOF OF CLAIM NOS. 190 AND 191 OF UBS AG, LOND). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 (slip page - to be filed under seal upon order from Court) # 17 Exhibit 17 (slip page) # 18 Exhibit 18 (slip page) # 19 Exhibit 19 (slip page) # 20 Exhibit 20 (slip page) # 21 Exhibit 21 (slip page) # 22 Exhibit 22 (slip page) # 23 Exhibit 23 (slip page) # 24 Exhibit 24 (slip page) # 25 Exhibit 25 (slip page) # 26 Exhibit 26 (slip page) # 27 Exhibit 27 (slip page) # 28 Exhibit 28 (slip page) # 29 Exhibit 29 (slip page)) (Platt, Mark)
10/19/2020	1212 (10 pgs) Response opposed to (related document(s): 906 Objection to claim filed by Debtor Highland Capital Management, L.P.) filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. (Drawhorn, Lauren)
10/19/2020	1213 (16 pgs) Response opposed to (related document(s): 906 Objection to claim filed by Debtor Highland Capital Management, L.P.) filed by Advisors Equity Group, LLC, Eagle Equity Advisors, LLC. (Drawhorn, Lauren)
10/19/2020	1217 (3 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order), 1089 Motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81). Filed by Debtor Highland Capital Management, L.P. Objections due by 10/19/2020. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 10/20/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1087 and for 1089 , (Annable, Zachery)
10/19/2020	1218 (12 pgs) Objection to disclosure statement (RE: related document(s) 1080 Disclosure statement) filed by Creditor Patrick Daugherty. (Kathman, Jason)
10/19/2020	1219 (7 pgs) Objection to disclosure statement (RE: related document(s) 1080 Disclosure statement) filed by Creditor HarbourVest et al. (Driver, Vickie)

10/19/2020	<p>● 1220 (11 pgs) Reply to (related document(s): 1190 Objection filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
10/19/2020	<p>● 1221 (17 pgs; 2 docs) Omnibus Reply to (related document(s): 1121 Response filed by Interested Party James Dondero, 1177 Response filed by Creditor CLO Holdco, Ltd., 1191 Response filed by Interested Party Highland CLO Funding, Ltd., 1195 Objection filed by Creditor HarbourVest et al, 1201 Objection filed by Creditor Patrick Daugherty) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A) (Annable, Zachery)</p>
10/19/2020	<p>● 1222 (2 pgs) Notice of hearing filed by Creditor HarbourVest et al (RE: related document(s)1207 Motion to allow claims of <i>HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan</i> Filed by Creditor HarbourVest et al Objections due by 11/9/2020. (Attachments: # 1 Proposed Order), 1208 Declaration re: /of Michael Pugatch in Support of 3018(A) Motion filed by Creditor HarbourVest et al (RE: related document(s)1207 Motion to allow claims of <i>HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan</i>).). Hearing to be held on 11/10/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1207 and for 1208, (Driver, Vickie)</p>
10/19/2020	<p>● 1223 (2 pgs) Certificate of service re: Motion of HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan filed by Creditor HarbourVest et al (RE: related document(s)1207 Motion to allow claims of <i>HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan</i>). (Driver, Vickie)</p>
10/19/2020	<p>● 1224 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1214 Motion for partial summary judgment on proof of claim(s) 190 and 191 of UBS Securities LLC and UBS AG, London Branch filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A - Proposed Order) (RE: Related document(s) 928 Objection to claim filed by Debtor Highland Capital Management, L.P.)). Hearing to be held on 11/20/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1214, (Annable, Zachery)</p>
10/19/2020	<p>● 1225 (1102 pgs; 22 docs) Amended Witness and Exhibit List filed by Creditor Patrick Daugherty (RE: related document(s)1204 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit PHD-1 # 2 Exhibit PHD-2 # 3 Exhibit PHD-3 # 4 Exhibit PHD-4 # 5 Exhibit PHD-5 # 6 Exhibit PHD-6 # 7 Exhibit PHD-7 # 8 Exhibit PHD-8 # 9 Exhibit PHD-9 # 10 Exhibit PHD-10 # 11 Exhibit PHD-11 # 12 Exhibit PHD-12 # 13 Exhibit PHD-13 # 14 Exhibit PHD-14 # 15 Exhibit PHD-15 # 16 Exhibit PHD-16 # 17 Exhibit PHD-17 # 18 Exhibit PHD-18 # 19 Exhibit PHD-19 # 20 Exhibit PHD-20 # 21 Exhibit PHD-22) (Kathman, Jason)</p>
10/19/2020	<p>● 1226 (4 pgs) Witness and Exhibit List filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s)1089 Motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81).). (Platt, Mark)</p>
10/19/2020	<p>● 1227 (4 pgs) Notice of hearing filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s)1215 Redeemer Committee of the Highland Crusader Fund and the Crusader Funds' Motion for partial summary judgment on proof of claim(s) 190 and 191 of UBS AG, London Branch and UBS Securities LLC filed by Interested Party Redeemer Committee of the Highland Crusader Fun and the Crusader's Funds' (Attachments: # 1 Proposed Order) (RE: Related document(s) 933 Objection to claim filed by Interested Party Redeemer Committee of the Highland Crusader Fund).., 1216 Joinder by filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s)1214 Motion for summary judgment). (Attachments: # 1 Proposed Order)). Hearing to be held on 11/20/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1215 and for 1216, (Platt, Mark)</p>

10/19/2020	<p>● 1228 (15 pgs) Certificate of service re: 1) <i>Order Granting Extension of Time to File an Adversary Proceeding Against CLO Holdo, Ltd.</i>; and 2) <i>Notice of Deposition of Professor Nancy B. Rapaport</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1168 Order granting extension of time to file an adversary proceeding against CLO Holdo, Ltd (RE: related document(s)590 Motion to reclaim funds from the registry filed by Creditor CLO Holdco, Ltd.). Entered on 10/14/2020 (Okafor, M.), 1171 Notice to take deposition of Professor Nancy B. Rapaport filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/20/2020	<p>● 1229 (246 pgs; 7 docs) Amended Witness and Exhibit List filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1199 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 4 # 5 Exhibit 5 # 6 6) (Sosland, Martin)</p>
10/20/2020	<p>● 1230 (3 pgs) Order granting motion to seal documents (related document # 1188 Motion for leave to file documents under seal with (I) the Objection and (II) the Declaration of W. Kevin Moentmann in Support of the Objection to the Debtor's Motion for Entry of an Order Approving Settlements with (A) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72) and (B) the Highland Crusader Funds (Claim No. 81) Filed by Interested Parties UBS AG London Branch, UBS Securities LLC) Entered on 10/20/2020. (Okafor, M.)</p>
10/20/2020	<p>● 1231 SEALED document regarding: Objection to the Debtor's Motion for Entry of an Order Approving Settlements With (A) the Redeemer Committee of the Highland Crusader Fund (Claim No. 7) and (B) the Highland Crusader Funds (Claim No. 81) per court order filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1230 Order on motion to seal). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) (Sosland, Martin)</p>
10/20/2020	<p>● 1232 SEALED document regarding: Declaration of W. Kevin Moentmann in Support of Objection to the Debtor's Motion for Entry of an Order Approving Settlements with (A) the Redeemer Committee of the Highland Crusader Fund (Claim No. 7) and (B) the Highland Crusader Funds (Claim No. 81) per court order filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1230 Order on motion to seal). (Attachments: # 1 Exhibit 4 # 2 Exhibit 4 # 3 Exhibit 6 # 4 Attachment A # 5 Attachment B # 6 Attachment C) (Sosland, Martin)</p>
10/20/2020	<p>● 1233 (4 pgs) First Supplemental Order Sustaining First Omnibus Objection to Certain (A) Duplicate Claims; (B) Overstated Claims; (C) Late-Filed Claims; (D) Satisfied Claims; (E) No-Liability Claims; and (F) Insufficient-Documentation Claims ((RE: related document(s)906 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 10/20/2020 (Okafor, M.)</p>
10/20/2020	<p>● 1234 (2 pgs) Order granting motion to seal documents (related document # 1182 Motion to seal regarding the Redeemer Committee of the Crusader Funds Motion for Partial Summary Judgment and Joinder in the Debtors Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS AG, London Branch and UBS Securities LLC.) Entered on 10/20/2020. (Okafor, M.)</p>
10/20/2020	<p>● 1235 (2 pgs) Order granting motion to seal documents (related document # 1187 Debtor's Motion for Leave to File Certain Documents under Seal in Connection with Debtor's Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch) Filed by Debtor Highland Capital Management, L.P.) Entered on 10/20/2020. (Okafor, M.)</p>
10/20/2020	<p>● 1236 SEALED document regarding: REDEEMER COMMITTEE OF THE HIGHLAND CRUSADER FUND AND THE CRUSADER FUNDS BRIEF IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT AND JOINDER IN THE DEBTORS MOTION FOR PARTIAL SUMMARY JUDGMENT ON PROOF OF CLAIM NOS. 190 AND 191 OF UBS AG, LONDON BRANCH AND UBS SECURITIES LLC per court order filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s)1234 Order on motion to seal). (Platt, Mark)</p>

10/20/2020	<p>● 1237 SEALED document regarding: APPENDIX TO REDEEMER COMMITTEE OF THE HIGHLAND CRUSADER FUND AND THE CRUSADER FUNDS BRIEF IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT AND JOINDER IN THE DEBTORS MOTION FOR PARTIAL SUMMARY JUDGEMENT ON PROOF OF CLAIM NOS. 190 AND 191 OF UBS AG, LONDON BRANCH AND UBS SECURITIES LLC per court order filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s)1234 Order on motion to seal). (Attachments: # 1 Exhibit 16 (sealed) # 2 Exhibit 17 (sealed) # 3 Exhibit 18 (sealed) # 4 Exhibit 19 (sealed) # 5 Exhibit 20 (sealed) # 6 Exhibit 21 (sealed) # 7 Exhibit 22 (sealed) # 8 Exhibit 23 (sealed) # 9 Exhibit 24 (sealed) # 10 Exhibit 25 (sealed) # 11 Exhibit 26 (sealed) # 12 Exhibit 27 (sealed) # 13 Exhibit 28 (sealed) # 14 Exhibit 29 (sealed)) (Platt, Mark)</p>
10/20/2020	<p>● 1238 (29 pgs) Objection to disclosure statement (RE: related document(s)1080 Disclosure statement) filed by Interested Parties UBS AG London Branch, UBS Securities LLC. (Sosland, Martin)</p>
10/20/2020	<p>● 1239 (23 pgs) Objection to disclosure statement (RE: related document(s)1080 Disclosure statement) filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana)</p>
10/20/2020	<p>● 1240 (3 pgs) Joinder by <i>META-E DISCOVERY, LLC TO THE OBJECTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO THE DEBTORS MOTION FOR ENTRY OF AN ORDER (A) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; (B) SCHEDULING A HEARING TO CONFIRM THE FIRST AMENDED PLAN OF REORGANIZATION; (C) ESTABLISHING DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN; (D) APPROVING FORM OF BALLOTS, VOTING DEADLINE AND SOLICITATION PROCEDURES; AND (E) APPROVING FORM AND MANNER OF NOTICE</i> filed by Interested Party Meta-e Discovery, LLC (RE: related document(s)1239 Objection to disclosure statement). (Umari, Basil)</p>
10/20/2020	<p>● 1241 (5 pgs) Objection to disclosure statement (RE: related document(s)1080 Disclosure statement) filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P.. (Patel, Rakhee)</p>
10/20/2020	<p>● 1242 (5 pgs) Joinder by <i>REDEEMER COMMITTEE OF THE HIGHLAND CRUSADER FUNDS JOINDER TO OBJECTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO THE DEBTORS MOTION FOR ENTRY OF AN ORDER (A) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; (B) SCHEDULING A HEARING TO CONFIRM THE FIRST AMENDED PLAN OF REORGANIZATION; (C) ESTABLISHING DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN; (D) APPROVING FORM OF BALLOTS, VOTING DEADLINE AND SOLICITATION PROCEDURES; AND (E) APPROVING FORM AND MANNER OF NOTICE</i> filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s)1239 Objection to disclosure statement). (Platt, Mark)</p>
10/20/2020	<p>● 1243 Hearing held and Continued (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159) filed by Debtor Highland Capital Management, L.P.) (Continued Hearing to be held on 10/21/2020 at 10:00 AM Dallas Judge Jernigan Ctrm for 1087.) (Edmond, Michael)</p>
10/20/2020	<p>● 1244 (82 pgs) Application for compensation <i>Third Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 6/1/2020 to 8/31/2020, Fee: \$886,615.45, Expenses: \$1,833.10. Filed by Attorney Juliana Hoffman Objections due by 11/10/2020. (Hoffman, Juliana)</p>
10/20/2020	<p>● 1256 Hearing held on 10/20/2020. (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159), filed by Debtor Highland Capital Management, L.P.) (Appearances: I. Kharasch, J. Morris, and G. Demo for Debtors; M. Clemente for Unsecured Creditors Committee; R. Patel and B. Shaw for Acis and Terrys; S. Tomkowiak, A. Clubok, and K. Posin for UBS; T. Mascherin, M. Hankin, and M. Platt for</p>

	<p>Redeemer Committee, J. Wilson, M. Lynn, J. Bonds, and B. Assink for J. Dondero; J. Kathman for P. Daugherty; R. Matsumura for HCLOF; J. Kane for CLO Holdco; E. Weisgerber for HarbourVest; L. Lambert for UST. Evidentiary hearing. Court recessed after evidence closed and will reconvene at 10:00 am 10/21/20 for closing arguments.) (Edmond, Michael) (Entered: 10/21/2020)</p>
10/20/2020	<p>1257 Hearing held on 10/20/2020. (RE: related document(s)1089 Motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81), filed by Debtor Highland Capital Management, L.P.) (Appearances: I. Kharasch, J. Morris, and G. Demo for Debtors; M. Clemente for Unsecured Creditors Committee; R. Patel and B. Shaw for Acis and Terrys; S. Tomkowiak, A. Clubok, and K. Posin for UBS; T. Mascherin, M. Hankin, and M. Platt for Redeemer Committee; J. Wilson, M. Lynn, J. Bonds, and B. Assink for J. Dondero; J. Kathman for P. Daugherty; R. Matsumura for HCLOF; J. Kane for CLO Holdco; E. Weisgerber for HarbourVest; L. Lambert for UST. Evidentiary hearing. Motion approved, based on reasoning given orally. Counsel to upload orders.) (Edmond, Michael) (Entered: 10/21/2020)</p>
10/20/2020	<p>1303 (2 pgs) Court admitted exhibits date of hearing October 20, 2020 (RE: related document(s)1089 Motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81) filed by Debtor Highland Capital Management, L.P.) (COURT ADMITTED DEBTOR'S EXHIBIT'S #1, #2, #3 & #4; COURT TOOK JUDICIAL NOTICE OF THE DECLARATION OF JOHN A. MORRIS; ADMITTED AS AN EXHIBIT #3; EXHIBITS #2 #3 AND #4 TO DECLARATION AND EXHIBIT #B TO EXHIBIT #1 FILED UNDER SEAL) (Edmond, Michael) (Entered: 10/28/2020)</p>
10/20/2020	<p>1304 DOCKET AN ERROR: Court admitted exhibits date of hearing October 20, 2020 (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159) filed by Debtor Highland Capital Management, L.P.) (COURT ADMITTED JAMES DONDERO'S EXHIBIT'S #A, #B, #C, #D, #E, #F, #G, #H, #I, #J, #K, #L, #M, #N, #O, #Q, #R, #S, #T, #U, #V, #W & #X; NOTE* EXHIBIT #P (Edmond, Michael) Modified on 10/28/2020 (Edmond, Michael). (Entered: 10/28/2020)</p>
10/20/2020	<p>1305 (1 pg) MODIFIED TEXT: Court admitted exhibits date of hearing October 20, 2020 (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159) filed by Debtor Highland Capital Management, L.P.) (1304 Court admitted exhibits date of hearing October 20, 2020 (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159) filed by Debtor Highland Capital Management, L.P.) (COURT ADMITTED JAMES DONDERO'S EXHIBIT'S #A, #B, #C, #D, #E, #F, #G, #H, #I, #J, #K, #L, #M, #N, #O, #P, #Q, #R, #S, #T, #U, #V, #W & #X; JASON KATHMAN; COUNSEL FOR PATRICK DAUGHERTY EXHIBIT'S #1079 - AMENDED PLAN & #1080 - AMENDED DISCLOSURE STATEMENT ADMITTED INTO EVIDENCE BY PATRICK DAUGHTERY COUNSEL JASON KATHMAN) (Edmond, Michael) Modified on 10/28/2020 (Edmond, Michael). Modified on 10/30/2020 (Edmond, Michael). (Entered: 10/28/2020)</p>
10/20/2020	<p>1314 (1 pg) Court admitted exhibits date of hearing October 20, 2020 (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159) filed by Debtor Highland Capital Management, L.P.) (COURT ADMITTED JAMES DONDERO'S EXHIBIT'S #A, #B, #C, #D, #E, #F, #G, #H, #I, #J, #K, #L, #M, #N, #O, #P, #Q, #R, #S, #T, #U, #V, #W & #X; JASON KATHMAN ; COUNSEL FOR PATRICK DAUGHERTY EXHIBIT'S #1079 - AMENDED PLAN & #1080 - AMENDED DISCLOSURE STATEMENT ADMITTED INTO EVIDENCE). (Edmond, Michael) (Entered: 10/30/2020)</p>
10/21/2020	<p>1245 (1 pg) Request for transcript regarding a hearing held on 10/20/2020. The requested turn-around time is hourly. (Edmond, Michael)</p>

10/21/2020	<p>● 1246 (1 pg) Request for transcript regarding a hearing held on 10/20/2020. The requested turn-around time is hourly (Jeng, Hawaii)</p>
10/21/2020	<p>● 1247 (3 pgs) Motion to appear pro hac vice for Faheem A. Mahmooth. Fee Amount \$100 Filed by Creditor Pension Benefit Guaranty Corporation (Webb, Donna)</p>
10/21/2020	<p>● 1248 (116 pgs) Application for compensation <i>Cover Sheet and Twelfth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from September 1, 2020 through September 30, 2020</i> for Pachulski Stang Ziehl & Jones, LLP, Debtor's Attorney, Period: 9/10/2020 to 9/30/2020, Fee: \$828,193.00, Expenses: \$7,707.11. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 11/12/2020. (Pomerantz, Jeffrey) MODIFIED to correct party requesting fees/expenses. on 10/22/2020 (Ecker, C.).</p>
10/21/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (0.00). Receipt number KF: No Fee Due - Exempt U.S. Government Agency, amount \$ 0.00 (re: Doc1247). (Floyd)</p>
10/21/2020	<p>● 1249 SEALED document regarding: Debtor's Opening Brief in Support of Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1235 Order on motion to seal). (Annable, Zachery)</p>
10/21/2020	<p>● 1250 SEALED document regarding: Exhibit 2 to Appendix of Exhibits in Support of Debtor's Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1235 Order on motion to seal). (Annable, Zachery)</p>
10/21/2020	<p>● 1251 SEALED document regarding: Exhibit 11 to Appendix of Exhibits in Support of Debtor's Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1235 Order on motion to seal). (Annable, Zachery)</p>
10/21/2020	<p>● 1252 SEALED document regarding: Exhibit 12 to Appendix of Exhibits in Support of Debtor's Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1235 Order on motion to seal). (Annable, Zachery)</p>
10/21/2020	<p>● 1253 SEALED document regarding: Exhibit 14 to Appendix of Exhibits in Support of Debtor's Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1235 Order on motion to seal). (Annable, Zachery)</p>
10/21/2020	<p>● 1254 SEALED document regarding: Exhibit 15 to Appendix of Exhibits in Support of Debtor's Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1235 Order on motion to seal). (Annable, Zachery)</p>
10/21/2020	<p>● 1255 SEALED document regarding: Exhibit 16 to Appendix of Exhibits in Support of Debtor's Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1235 Order on motion to seal). (Annable, Zachery)</p>
10/21/2020	<p>● 1258 Hearing held on 10/21/2020. (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No.</p>

	139), filed by Debtor Highland Capital Management, L.P.) (Appearances: I. Rharasch, J. Morris, and G. Demo for Debtors; M. Clemente for Unsecured Creditors Committee; A. Chiarello for Acis and Terrys; M. Hankin, and M. Platt for Redeemer Committee; M. Lynn for J. Dondero; J. Kathman for P. Daugherty; R. Matsumura for HCLOF; J. Kane for CLO Holdco; E. Weisgerber for HarbourVest; L. Lambert for UST. Nonevidentiary closing arguments. Court granted motion, based on reasoning granted orally. Counsel to upload order.) (Edmond, Michael)
10/21/2020	1259 (1 pg) Notice of Appearance and Request for Notice by Thomas G. Haskins Jr. filed by Creditor NWCC, LLC. (Haskins, Thomas)
10/21/2020	1260 (3 pgs) Motion to appear pro hac vice for Jonathan Sundheimer. Fee Amount \$100 Filed by Creditor NWCC, LLC (Haskins, Thomas)
10/21/2020	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28201179, amount \$ 100.00 (re: Doc# 1260). (U.S. Treasury)
10/21/2020	1261 (2 pgs) Certificate of service re: Joinder to Objection to Disclosure Statement filed by Interested Party Meta-e Discovery, LLC (RE: related document(s) 1240 Joinder). (Umari, Basil)
10/21/2020	1262 (3 pgs) Motion to appear pro hac vice for Joseph T. Moldovan. Fee Amount \$100 Filed by Interested Party Meta-e Discovery, LLC (Umari, Basil)
10/21/2020	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28201283, amount \$ 100.00 (re: Doc# 1262). (U.S. Treasury)
10/21/2020	1263 (4 pgs) Emergency Motion to continue hearing on (related documents 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)
10/21/2020	1264 (6 pgs) Stipulation Resolving Proof of Claim No. 86 of NWCC, LLC filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery) MODIFIED to correct text on 10/22/2020 (Ecker, C.).
10/21/2020	1265 (41 pgs) Certificate of service re: <i>Documents Served on or Before October 16, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1178 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1089 Motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81).). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4) filed by Debtor Highland Capital Management, L.P., 1179 Omnibus Objection to claim(s) of Creditor(s) Crescent Research; Hedgeye Risk Management, LLC; James D. Dondero; NexVest, LLC; James D. Dondero.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 11/18/2020. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P., 1180 INCORRECT ENTRY: EVENT CODE. SEE DOCUMENT 1214. Motion to disallow claims (<i>Debtor's Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery) Modified on 10/19/2020. filed by Debtor Highland Capital Management, L.P., 1181 Brief in support filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1214 Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch)). (Annable, Zachery). Modified linkage on 10/19/2020. filed by Debtor Highland Capital Management, L.P., 1184 Support/supplemental document (<i>Appendix of Exhibits in Support of Debtor's Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1214 Motion for partial summary judgment on proof of claim(s) 190 and 191 of UBS Securities LLC and UBS AG, London Branch filed by Debtor Highland Capital Management, L.P.)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19) (Annable, Zachery). Related document(s) 1214 Motion for summary judgment filed by Debtor Highland Capital Management, L.P.. Modified linkage on 10/19/2020. filed by Debtor Highland Capital Management, L.P.,

	<p>1185 Declaration re. (<i>Declaration of Elissa A. Wagner in Support of Debtor's Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1214 Motion for partial summary judgment on proof of claim(s) 190 and 191 of UBS Securities LLC and UBS AG, London Branch filed by Debtor Highland Capital Management, L.P.). (Annable, Zachery). Modified linkage on 10/19/2020. filed by Debtor Highland Capital Management, L.P., 1187 Motion to file document under seal. (<i>Debtor's Motion for Leave to File Certain Documents under Seal in Connection with Debtor's Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P., 1193 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1179 Omnibus Objection to claim(s) of Creditor(s) Crescent Research; Hedgeye Risk Management, LLC; James D. Dondero; NexVest, LLC; James D. Dondero.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 11/18/2020. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 12/14/2020 at 02:30 PM Dallas Judge Jernigan Ctrm for 1179, filed by Debtor Highland Capital Management, L.P., 1202 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159).). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/22/2020	<p>1266 (2 pgs) Order granting motion to continue hearing on (related document # 1263) (related documents Disclosure statement) Hearing to be held on 10/27/2020 at 10:30 AM Dallas Judge Jernigan Ctrm for 1080, Entered on 10/22/2020. (Ecker, C.)</p>
10/22/2020	<p>1267 (3 pgs) Notice of change of address filed by Interested Parties UBS AG London Branch, UBS Securities LLC. (Sosland, Martin)</p>
10/22/2020	<p>1268 (3 pgs) Amended Notice of hearing (<i>Amended Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1080 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement). (Attachments: # 1 Exhibit A--First Amended Plan of Reorganization # 2 Exhibit B--Organizational Chart)). Hearing to be held on 10/27/2020 at 10:30 AM Dallas Judge Jernigan Ctrm for 1080, (Annable, Zachery)</p>
10/22/2020	<p>1269 (26 pgs) Certificate of service re: <i>Documents Served on or Before October 19, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1206 Notice to take deposition of W. Kevin Moentmann filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 1217 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order), 1089 Motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81). Filed by Debtor Highland Capital Management, L.P. Objections due by 10/19/2020. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 10/20/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1087 and for 1089, filed by Debtor Highland Capital Management, L.P., 1220 Reply to (related document(s): 1190 Objection filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 1221 Omnibus Reply to (related document(s): 1121 Response filed by Interested Party James Dondero, 1177 Response filed by Creditor CLO Holdco, Ltd., 1191 Response filed by Interested Party Highland CLO Funding, Ltd., 1195 Objection filed by Creditor HarbourVest et al, 1201 Objection filed by Creditor Patrick Daugherty) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A) filed by Debtor Highland Capital Management, L.P., 1224 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1214 Motion for partial summary judgment on proof of claim(s) 190 and 191 of UBS Securities LLC and UBS AG, London Branch filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A - Proposed Order) (RE: Related document(s) 928 Objection to claim filed by</p>

	Debtor Highland Capital Management, L.P.). Hearing to be held on 11/20/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1214 , filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
10/22/2020	<p>1270 (20 pgs) Certificate of service re: <i>Documents Served on October 20, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1233 First Supplemental Order Sustaining First Omnibus Objection to Certain (A) Duplicate Claims; (B) Overstated Claims; (C) Late-Filed Claims; (D) Satisfied Claims; (E) No-Liability Claims; and (F) Insufficient-Documentation Claims ((RE: related document(s)906 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 10/20/2020 (Okafor, M.), 1235 Order granting motion to seal documents (related document 1187 Debtor's Motion for Leave to File Certain Documents under Seal in Connection with Debtor's Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch) Filed by Debtor Highland Capital Management, L.P.) Entered on 10/20/2020. (Okafor, M.)). (Kass, Albert)</p>
10/23/2020	<p>1271 (256 pgs) Transcript regarding Hearing Held 10/20/2020 (256 pages) RE: Motions to Compromise Controversy. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 01/21/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 1256 Hearing held on 10/20/2020. (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159), filed by Debtor Highland Capital Management, L.P.) (Appearances: I. Kharasch, J. Morris, and G. Demo for Debtors; M. Clemente for Unsecured Creditors Committee; R. Patel and B. Shaw for Acis and Terrys; S. Tomkowiak, A. Clubok, and K. Posin for UBS; T. Mascherin, M. Hankin, and M. Platt for Redeemer Committee; J. Wilson, M. Lynn, J. Bonds, and B. Assink for J. Dondero; J. Kathman for P. Daugherty; R. Matsumura for HCLOF; J. Kane for CLO Holdco; E. Weisgerber for HarbourVest; L. Lambert for UST. Evidentiary hearing. Court recessed after evidence closed and will reconvene at 10:00 am 10/21/20 for closing arguments.), 1257 Hearing held on 10/20/2020. (RE: related document(s)1089 Motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81), filed by Debtor Highland Capital Management, L.P.) (Appearances: I. Kharasch, J. Morris, and G. Demo for Debtors; M. Clemente for Unsecured Creditors Committee; R. Patel and B. Shaw for Acis and Terrys; S. Tomkowiak, A. Clubok, and K. Posin for UBS; T. Mascherin, M. Hankin, and M. Platt for Redeemer Committee; J. Wilson, M. Lynn, J. Bonds, and B. Assink for J. Dondero; J. Kathman for P. Daugherty; R. Matsumura for HCLOF; J. Kane for CLO Holdco; E. Weisgerber for HarbourVest; L. Lambert for UST. Evidentiary hearing. Motion approved, based on reasoning given orally. Counsel to upload orders.)). Transcript to be made available to the public on 01/21/2021. (Rehling, Kathy)</p>
10/23/2020	<p>1272 (1 pg) Request for transcript regarding a hearing held on 10/21/2020. The requested turn-around time is hourly. (Edmond, Michael)</p>
10/23/2020	<p>1273 (2 pgs) Order granting motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81). Filed by Debtor Highland Capital Management, L.P (related document # 1089) Entered on 10/23/2020. (Okafor, M.)</p>
10/23/2020	<p>1274 (3 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1099 Motion for relief from stay - <i>Daugherty's Motion to Confirm Status of Automatic Stay, or alternatively to Modify Automatic Stay</i> Fee amount \$181, Filed by Creditor Patrick Daugherty Objections due by 10/8/2020. (Attachments: # 1 Exhibit Declaration of Patrick Daugherty in Support of Motion # 2 Service List)). Hearing to be held on 10/28/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1099, (Annable, Zachery)</p>
10/23/2020	<p>1275 (3 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1108 Motion for leave (<i>Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of</i></p>

	<p>Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan, (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption)). Hearing to be held on 10/27/2020 at 10:30 AM Dallas Judge Jernigan Ctrm for 1108, (Annable, Zachery)</p>
10/23/2020	<p>1276 (1 pg) Order granting motion to appear pro hac vice adding Faheem A. Mahmooth for Pension Benefit Guaranty Corporation (related document # 1247) Entered on 10/23/2020. (Okafor, M.)</p>
10/23/2020	<p>1277 (1 pg) Order granting motion to appear pro hac vice adding Jonathan D. Sundheimer for NWCC, LLC (related document 1260) Entered on 10/23/2020. (Okafor, M.)</p>
10/23/2020	<p>1278 (1 pg) Order granting motion to appear pro hac vice adding Joseph T. Moldovan for Meta-e Discovery, LLC (related document # 1262) Entered on 10/23/2020. (Okafor, M.)</p>
10/23/2020	<p>1279 (34 pgs; 3 docs) Motion to file document under seal.- <i>Daugherty's Motion for Leave to File Under Seal His Memorandum of Law and Brief in Support of Motion for Temporary Allowance for Voting Purposes Pursuant to Bankruptcy Rule 3018 and Supporting Documents</i> Filed by Creditor Patrick Daugherty (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Delaware Protective Order) (Kathman, Jason)</p>
10/23/2020	<p>1280 (1215 pgs; 3 docs) Motion for leave to <i>Amend Proof of Claim No. 77</i> Filed by Creditor Patrick Daugherty Objections due by 11/16/2020. (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Second Amended Proof of Claim) (Kathman, Jason)</p>
10/23/2020	<p>1281 (7 pgs; 2 docs) Motion for leave - <i>Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018</i> Filed by Creditor Patrick Daugherty (Attachments: # 1 Exhibit A - Proposed Order) (Kathman, Jason)</p>
10/23/2020	<p>1282 (48 pgs) Brief in support filed by Creditor Patrick Daugherty (RE: related document(s)1281 Motion for leave - <i>Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018</i>). (Kathman, Jason)</p>
10/23/2020	<p>1283 (43 pgs) Application for compensation <i>Eleventh Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 9/1/2020 to 9/30/2020, Fee: \$356,889.96, Expenses: \$2,204.73. Filed by Attorney Juliana Hoffman Objections due by 11/13/2020. (Hoffman, Juliana)</p>
10/23/2020	<p>1284 (2559 pgs; 4 docs) Support/supplemental document- <i>Appendix to Daugherty's Memorandum of Law and Brief in Support of Motion for Temporary Allowance for Voting Purposes Pursuant to Bankruptcy Rule 3018</i> filed by Creditor Patrick Daugherty (RE: related document(s)1282 Brief). (Attachments: # 1 Appendix - Part 1 of 3 # 2 Appendix - Part 2 # 3 Appendix - Part 3) (Kathman, Jason)</p>
10/24/2020	<p>1285 (48 pgs) Transcript regarding Hearing Held 10/21/2020 (48 pages) RE: Motion to Compromise Controversy. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 01/22/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 1258 Hearing held on 10/21/2020. (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159), filed by Debtor Highland Capital Management, L.P.) (Appearances: I. Kharasch, J. Morris, and G. Demo for Debtors; M. Clemente for Unsecured Creditors Committee; A. Chiarello for Acis and Terrys; M.</p>

	Hankin, and M. Platt for Redeemer Committee; M. Lynn for J. Dondero, J. Rathman for P. Daugherty; R. Matsumura for HCLOF; J. Kane for CLO Holdco; E. Weisgerber for HarbourVest; L. Lambert for UST. Nonevidentiary closing arguments. Court granted motion, based on reasoning granted orally. Counsel to upload order.)). Transcript to be made available to the public on 01/22/2021. (Rehling, Kathy)
10/25/2020	<ul style="list-style-type: none"> ● 1286 (40 pgs) Omnibus Response opposed to (related document(s): 1209 Objection to disclosure statement filed by Interested Party Jefferies LLC, 1210 Objection to disclosure statement filed by Creditor Pension Benefit Guaranty Corporation, 1218 Objection to disclosure statement filed by Creditor Patrick Daugherty, 1219 Objection to disclosure statement filed by Creditor HarbourVest et al, 1238 Objection to disclosure statement filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch, 1239 Objection to disclosure statement filed by Creditor Committee Official Committee of Unsecured Creditors, 1241 Objection to disclosure statement filed by Creditor Acis Capital Management GP, LLC, Creditor Acis Capital Management, L.P.) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
10/25/2020	<ul style="list-style-type: none"> ● 1287 (62 pgs) Amended chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s)944 Chapter 11 plan, 1079 Chapter 11 plan). (Annable, Zachery)
10/25/2020	<ul style="list-style-type: none"> ● 1288 (65 pgs) Support/supplemental document (<i>Redline of Second Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1287 Chapter 11 plan). (Annable, Zachery)
10/25/2020	<ul style="list-style-type: none"> ● 1289 (167 pgs) Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement). (Annable, Zachery)
10/25/2020	<ul style="list-style-type: none"> ● 1290 (105 pgs) Support/supplemental document (<i>Redline of the Disclosure Statement for the Second Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1289 Disclosure statement). (Annable, Zachery)
10/25/2020	<ul style="list-style-type: none"> ● 1291 (9 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)1276 Order granting motion to appear pro hac vice adding Faheem A. Mahmooth for Pension Benefit Guaranty Corporation (related document 1247) Entered on 10/23/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 10/25/2020. (Admin.)
10/25/2020	<ul style="list-style-type: none"> ● 1292 (9 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)1278 Order granting motion to appear pro hac vice adding Joseph T. Moldovan for Meta-e Discovery, LLC (related document 1262) Entered on 10/23/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 10/25/2020. (Admin.)
10/26/2020	<ul style="list-style-type: none"> ● 1293 (3 pgs) Certificate of service re: (<i>Supplemental</i>) <i>Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1081 Notice of hearing (<i>Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1080 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement). (Attachments: # 1 Exhibit A--First Amended Plan of Reorganization # 2 Exhibit B--Organizational Chart)). Hearing to be held on 10/22/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1080, filed by Debtor Highland Capital Management, L.P., 1097 Certificate of service re: <i>Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1081 Notice of hearing (<i>Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1080 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement). (Attachments: # 1 Exhibit A--First Amended Plan of Reorganization # 2 Exhibit B--Organizational Chart)). Hearing to be held on 10/22/2020

	at 09:30 AM Dallas Judge Jernigan Ctrm for 1080 , filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)
10/26/2020	<p>● 1294 (18 pgs) Certificate of service re: <i>Documents Served on October 21, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1244 Application for compensation <i>Third Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 6/1/2020 to 8/31/2020, Fee: \$886,615.45, Expenses: \$1,833.10. Filed by Attorney Juliana Hoffman Objections due by 11/10/2020. filed by Financial Advisor FTI Consulting, Inc., 1248 Application for compensation <i>Cover Sheet and Twelfth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from September 1, 2020 through September 30, 2020</i> for Pachulski Stang Ziehl & Jones, LLP, Debtor's Attorney, Period: 9/10/2020 to 9/30/2020, Fee: \$828,193.00, Expenses: \$7,707.11. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 11/12/2020. (Pomerantz, Jeffrey) MODIFIED to correct party requesting fees/expenses. on 10/22/2020 (Ecker, C.). filed by Debtor Highland Capital Management, L.P., 1263 Emergency Motion to continue hearing on (related documents 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 1264 Stipulation Resolving Proof of Claim No. 86 of NWCC, LLC filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery) MODIFIED to correct text on 10/22/2020 (Ecker, C.). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/26/2020	<p>● 1295 (5 pgs) Support/supplemental document (<i>Notice of Supplemental Disclosures</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1289 Disclosure statement). (Annable, Zachery)</p>
10/27/2020	<p>● 1296 (147 pgs) Application for compensation <i>Sidley Austin LLP's Third Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 6/1/2020 to 8/31/2020, Fee: \$1,865,520.45, Expenses: \$18,678.47. Filed by Attorney Juliana Hoffman Objections due by 11/17/2020. (Hoffman, Juliana)</p>
10/27/2020	<p>● 1297 (1 pg) Request for transcript regarding a hearing held on 10/27/2020. The requested turn-around time is hourly (Jeng, Hawaii)</p>
10/27/2020	<p>● 1298 (26 pgs) Certificate of service re: <i>Documents Served on or Before October 23, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1266 Order granting motion to continue hearing on (related document 1263) (related documents Disclosure statement) Hearing to be held on 10/27/2020 at 10:30 AM Dallas Judge Jernigan Ctrm for 1080, Entered on 10/22/2020. (Ecker, C.), 1268 Amended Notice of hearing (<i>Amended Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1080 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement). (Attachments: # 1 Exhibit A--First Amended Plan of Reorganization # 2 Exhibit B--Organizational Chart)). Hearing to be held on 10/27/2020 at 10:30 AM Dallas Judge Jernigan Ctrm for 1080, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/27/2020	<p>● 1307 Hearing held on 10/27/2020., Hearing continued (RE: related document(s)1289 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement).) Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1289, (Appearances: J. Pomeranz, I. Kharasch, and G. Demo for Debtor; M. Clemente and P. Reid for Unsecured Creditors Committee; R. Patel and A. Chiarello for Acis and Terrys; T. Mascherin, M. Hankin, and M. Platt for Redeemer Committee; J. Kathman for P. Daugherty; K. Posin for UBS; D. Stroik for HarbourVest; M. Baird for SEC; L. Lambert for UST. Nonevidentiary hearing. Court sustained various objections to adequacy of certain provisions of disclosure statement, orally outlining both specific and general concerns (e.g., vagueness and breadth of releases; delay in Debtor providing certain important documents, such as Claimant Trust Agreement, until Plan Supplement; legal justification for an administrative convenience class at the \$1 million level, consisting mostly of prepetition lawyers fee claim; lack of clarity about assets that will be liquidated for Class 7, particularly in scenario where certain disputed claims are allowed (revenue streams from Debtors management of third-</p>

	party assets?); lack of support of UCC for plan). Hearing continued to 11/23/20.) (Edmond, Michael) (Entered: 10/28/2020)
10/27/2020	<p>● 1308 Hearing held on 10/27/2020., Hearing continued (RE: related document(s)1108 Motion for leave (Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption)) Continued hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1108, (Appearances: J. Pomeranz, I. Kharasch, and G. Demo for Debtor; M. Clemente and P. Reid for Unsecured Creditors Committee; R. Patel and A. Chiarello for Acis and Terrys; T. Mascherin, M. Hankin, and M. Platt for Redeemer Committee; J. Kathman for P. Daugherty; K. Posin for UBS; D. Stroik for HarbourVest; M. Baird for SEC; L. Lambert for UST. Nonevidentiary hearing. Court sustained various objections to adequacy of certain provisions of disclosure statement, orally outlining both specific and general concerns (e.g., vagueness and breadth of releases; delay in Debtor providing certain important documents, such as Claimant Trust Agreement, until Plan Supplement; legal justification for an administrative convenience class at the \$1 million level, consisting mostly of prepetition lawyers fee claim; lack of clarity about assets that will be liquidated for Class 7, particularly in scenario where certain disputed claims are allowed (revenue streams from Debtors management of third-party assets?); lack of support of UCC for plan). Hearing continued to 11/23/20.) (Edmond, Michael) (Entered: 10/28/2020)</p>
10/28/2020	<p>● 1299 (1 pg) Request for transcript regarding a hearing held on 10/28/2020. The requested turn-around time is hourly (Jeng, Hawaii)</p>
10/28/2020	<p>● 1300 (3 pgs) Notice of hearing (<i>Notice of Continued Hearing on Disclosure Statement for the Second Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1289 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement).). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1289, (Annable, Zachery)</p>
10/28/2020	<p>● 1301 (9 pgs) Order approving stipulation resolving Proof of Claim No. 86 of NWCC, LLC (RE: related document(s)1264 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 10/28/2020 (Okafor, M.)</p>
10/28/2020	<p>● 1302 (24 pgs) Order granting motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). Filed by Debtor Highland Capital Management, L.P. (related document # 1087) Entered on 10/28/2020. (Okafor, M.)</p>
10/28/2020	<p>● 1306 Hearing held on 10/28/2020. (RE: related document(s)1099 Motion for relief from stay - Daugherty's Motion to Confirm Status of Automatic Stay, or alternatively to Modify Automatic Stay, filed by Creditor Patrick Daugherty.) (Appearances: J. Kathman and T. Uebler for Movant, P. Daugherty; J. Morris for Debtor. Nonevidentiary hearing (Declaration only). Motion granted for reasons stated orally. Mr. Kathman to upload order.) (Edmond, Michael)</p>
10/28/2020	<p>● 1309 (3 pgs) Amended Notice of hearing (<i>Second Amended Notice of Hearing</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1108 Motion for leave (<i>Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice</i>) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-</p>

	<p>C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1108, (Annable, Zachery)</p>
10/28/2020	<p>● 1310 (19 pgs) Certificate of service re: 1) <i>Order Approving Debtor's Settlement with (A) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (B) the Highland Crusader Funds (Claim No. 81), and Authorizing Actions Consistent Therewith</i>; 2) <i>Amended Notice of Hearing on Patrick Daugherty's Motion to Confirm Status of Automatic Stay, or Alternatively to Modify Automatic Stay</i>; and 3) <i>Amended Notice of Hearing</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1273 Order granting motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81). Filed by Debtor Highland Capital Management, L.P (related document 1089) Entered on 10/23/2020. (Okafor, M.), 1274 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1099 Motion for relief from stay - <i>Daugherty's Motion to Confirm Status of Automatic Stay, or alternatively to Modify Automatic Stay</i> Fee amount \$181, Filed by Creditor Patrick Daugherty Objections due by 10/8/2020. (Attachments: # 1 Exhibit Declaration of Patrick Daugherty in Support of Motion # 2 Service List)). Hearing to be held on 10/28/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1099, filed by Debtor Highland Capital Management, L.P., 1275 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1108 Motion for leave (<i>Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice</i>) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption)). Hearing to be held on 10/27/2020 at 10:30 AM Dallas Judge Jernigan Ctrm for 1108, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/28/2020	<p>● 1311 (11 pgs) Certificate of service re: 1) <i>Summary Cover Sheet and Eleventh Monthly Application of Sidley Austin LLP for Allowance of Compensation and Reimbursement of Expenses for the Period from September 1, 2020 Through September 30, 2020</i>; and 2) <i>Debtors Omnibus Reply to Objections to Approval of the Debtors Disclosure Statement for the Debtors First Amended Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1283 Application for compensation <i>Eleventh Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 9/1/2020 to 9/30/2020, Fee: \$356,889.96, Expenses: \$2,204.73. Filed by Attorney Juliana Hoffman Objections due by 11/13/2020. filed by Creditor Committee Official Committee of Unsecured Creditors, 1286 Omnibus Response opposed to (related document(s): 1209 Objection to disclosure statement filed by Interested Party Jefferies LLC, 1210 Objection to disclosure statement filed by Creditor Pension Benefit Guaranty Corporation, 1218 Objection to disclosure statement filed by Creditor Patrick Daugherty, 1219 Objection to disclosure statement filed by Creditor HarbourVest et al, 1238 Objection to disclosure statement filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch, 1239 Objection to disclosure statement filed by Creditor Committee Official Committee of Unsecured Creditors, 1241 Objection to disclosure statement filed by Creditor Acis Capital Management GP, LLC, Creditor Acis Capital Management, L.P.) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/29/2020	<p>● 1312 (95 pgs) Transcript regarding Hearing Held 10/27/2020 (95 pages) RE: Amended Disclosure Statement, Motion for Entry of an Order Approving Adequacy of Disclosure Statement. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 01/27/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 1308 Hearing held on 10/27/2020., Hearing continued (RE: related document(s) 1108 Motion for leave (Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland</p>

	<p>Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption)) Continued hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1108, (Appearances: J. Pomeranz, I. Kharasch, and G. Demo for Debtor; M. Clemente and P. Reid for Unsecured Creditors Committee; R. Patel and A. Chiarello for Acis and Terrys; T. Mascherin, M. Hankin, and M. Platt for Redeemer Committee; J. Kathman for P. Daugherty; K. Posin for UBS; D. Stroik for HarbourVest; M. Baird for SEC; L. Lambert for UST. Nonevidentiary hearing. Court sustained various objections to adequacy of certain provisions of disclosure statement, orally outlining both specific and general concerns (e.g., vagueness and breadth of releases; delay in Debtor providing certain important documents, such as Claimant Trust Agreement, until Plan Supplement; legal justification for an administrative convenience class at the \$1 million level, consisting mostly of prepetition lawyers fee claim; lack of clarity about assets that will be liquidated for Class 7, particularly in scenario where certain disputed claims are allowed (revenue streams from Debtors management of third-party assets?); lack of support of UCC for plan). Hearing continued to 11/23/20.)). Transcript to be made available to the public on 01/27/2021. (Rehling, Kathy)</p>
10/29/2020	<p>1313 (5 pgs) Certificate of service re: <i>Summary Cover Sheet and Third Interim Fee Application of Sidley Austin LLP, Attorneys for the Official Committee of Unsecured Creditors, for Compensation and Reimbursement of Expenses for the Period from June 1, 2020 Through and Including August 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1296 Application for compensation <i>Sidley Austin LLP's Third Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 6/1/2020 to 8/31/2020, Fee: \$1,865,520.45, Expenses: \$18,678.47. Filed by Attorney Juliana Hoffman Objections due by 11/17/2020. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
10/30/2020	<p>1315 (3 pgs) Order directing UBS' Offer of Proof (RE: related document(s)1089 Motion to compromise controversy filed by Debtor Highland Capital Management, L.P.). Entered on 10/30/2020 (Okafor, M.)</p>
10/30/2020	<p>1316 (4 pgs) Certificate No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)1160 Application for compensation <i>Ninth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 8/1/2020 to 8/31/2020, Fee: \$198,616.32, Expenses: \$0.). (Hoffman, Juliana)</p>
10/30/2020	<p>1317 (3 pgs) Certificate of service re: <i>(Supplemental) Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1081 Notice of hearing (<i>Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1080 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement). (Attachments: # 1 Exhibit A--First Amended Plan of Reorganization # 2 Exhibit B--Organizational Chart)). Hearing to be held on 10/22/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1080, filed by Debtor Highland Capital Management, L.P., 1097 Certificate of service re: <i>Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1081 Notice of hearing (<i>Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1080 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement). (Attachments: # 1 Exhibit A--First Amended Plan of Reorganization # 2 Exhibit B--Organizational Chart)). Hearing to be held on 10/22/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1080, filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
10/31/2020	<p>1318 (32 pgs) Transcript regarding Hearing Held 10/28/2020 (32 pages) RE: Patrick Daugherty's Motion to Confirm Status of Automatic Stay. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 01/29/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber</p>

	<p>Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone Number 972-786-3065. (RE: related document(s) 1306 Hearing held on 10/28/2020. (RE: related document(s) 1099 Motion for relief from stay - Daugherty's Motion to Confirm Status of Automatic Stay, or alternatively to Modify Automatic Stay, filed by Creditor Patrick Daugherty.) (Appearances: J. Kathman and T. Uebler for Movant, P. Daugherty; J. Morris for Debtor. Nonevidentiary hearing (Declaration only). Motion granted for reasons stated orally. Mr. Kathman to upload order.)). Transcript to be made available to the public on 01/29/2021. (Rehling, Kathy)</p>
11/01/2020	<p>● 1319 (11 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 1315 Order directing UBS' Offer of Proof (RE: related document(s) 1089 Motion to compromise controversy filed by Debtor Highland Capital Management, L.P.). Entered on 10/30/2020 (Okafor, M.)) No. of Notices: 2. Notice Date 11/01/2020. (Admin.)</p>
11/02/2020	<p>● 1320 (1 pg) Clerk's correspondence requesting an order from attorney for debtor. (RE: related document(s) 771 Objection to claim(s) 3 of Creditor(s) Acis Capital Management L.P. and Acis Capital Management GP, LLC.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 7/23/2020.) Responses due by 11/16/2020. (Ecker, C.)</p>
11/02/2020	<p>● 1321 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s) 1119 Motion to extend time to Deadline To File An Adversary Proceeding Against CLO Holdco, Ltd. (EMERGENCY) Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 10/23/2020.) Responses due by 11/16/2020. (Ecker, C.)</p>
11/02/2020	<p>● 1322 (172 pgs) Certificate of service re: <i>Documents Served on October 28, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1300 Notice of hearing (<i>Notice of Continued Hearing on Disclosure Statement for the Second Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1289 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 945 Disclosure statement, 1080 Disclosure statement)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1289, filed by Debtor Highland Capital Management, L.P., 1301 Order approving stipulation resolving Proof of Claim No. 86 of NWCC, LLC (RE: related document(s) 1264 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 10/28/2020 (Okafor, M.), 1302 Order granting motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). Filed by Debtor Highland Capital Management, L.P. (related document 1087) Entered on 10/28/2020. (Okafor, M.), 1309 Amended Notice of hearing (<i>Second Amended Notice of Hearing</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1108 Motion for leave (<i>Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice</i>) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1108, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/03/2020	<p>● 1323 (2 pgs) Certificate of service re: Daugherty's Objection to Approval of Debtor's Disclosure Statement filed by Creditor Patrick Daugherty (RE: related document(s) 1218 Objection to disclosure statement). (Kathman, Jason)</p>
11/03/2020	<p>● 1324 (2 pgs) Certificate of service re: Daugherty's Motion for Leave to File Under Seal filed by Creditor Patrick Daugherty (RE: related document(s) 1279 Motion to file document under seal.- <i>Daugherty's Motion for Leave to File Under Seal His Memorandum of Law and Brief in Support of Motion for Temporary Allowance for Voting Purposes Pursuant to Bankruptcy Rule 3018 and Supporting Documents</i>). (Kathman, Jason)</p>

11/03/2020	<p>● 1325 (2 pgs) Certificate of service re: Daugherty's Motion for Leave to Amend Proof of Claim No. 77 filed by Creditor Patrick Daugherty (RE: related document(s)1280 Motion for leave to Amend Proof of Claim No. 77). (Kathman, Jason)</p>
11/03/2020	<p>● 1326 (2 pgs) Certificate of service re: Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes, Brief and Appendix filed by Creditor Patrick Daugherty (RE: related document(s)1281 Motion for leave - <i>Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018</i>, 1282 Brief, 1284 Support/supplemental document). (Kathman, Jason)</p>
11/03/2020	<p>● 1327 (3 pgs) Order on Creditor Patrick Daugherty's Motion to confirm status of automatic stay, or alternatively to modify automatic stay (related document # 1099) Entered on 11/3/2020. (Okafor, M.)</p>
11/03/2020	<p>● 1328 (3 pgs) Notice of Withdrawal of Motion for Relief from the Automatic Stay to Allow Pursuit of Motion for Order to Show Cause For Violations of the Acis Plan Injunction filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. (RE: related document(s)593 Motion for relief from stay Fee amount \$181, Filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. Objections due by 5/1/2020. (Attachments: # 1 Exhibit 1 (Draft Motion Show Cause Motion) # 2 Exhibit 2 (DAF Complaint 1st case) # 3 Exhibit 3 (DAF Dismissal first case) # 4 Exhibit 4 (DAF Complaint 2nd case) # 5 Exhibit 5 (DAF Dismissal 2nd Case) # 6 Proposed Order)). (Shaw, Brian)</p>
11/03/2020	<p>● 1329 (9 pgs) Debtor-in-possession monthly operating report for filing period September 1, 2020 to September 30, 2020 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
11/03/2020	<p>● 1330 (3 pgs) Certificate No Objection filed by Other Professional Hayward & Associates PLLC (RE: related document(s)1142 Application for compensation (<i>Eighth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from July 1, 2020 through July 31, 2020</i>) for Hayward & Associ). (Annable, Zachery)</p>
11/03/2020	<p>● 1331 (5 pgs) Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to September 30, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Annable, Zachery)</p>
11/04/2020	<p>● 1332 (12 pgs) Certificate of service re: filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1331 Notice (generic)). (Annable, Zachery)</p>
11/05/2020	<p>● 1333 (6 pgs) Stipulation by Highland Capital Management, L.P. and Acis Capital Management, L.P., Acis Capital Management GP, LLC, Joshua N. Terry, Jennifer G. Terry, and James Dondero. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1302 Order on motion to compromise controversy). (Annable, Zachery)</p>
11/05/2020	<p>● 1334 (16 pgs) Certificate of service re: (<i>Amended</i>) Documents Served on October 21, 2020 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1244 Application for compensation <i>Third Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 6/1/2020 to 8/31/2020, Fee: \$886,615.45, Expenses: \$1,833.10. Filed by Attorney Juliana Hoffman Objections due by 11/10/2020. filed by Financial Advisor FTI Consulting, Inc., 1248 Application for compensation <i>Cover Sheet and Twelfth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from September 1, 2020 through September 30, 2020</i> for Pachulski Stang Ziehl & Jones, LLP, Debtor's Attorney, Period: 9/10/2020 to 9/30/2020, Fee: \$828,193.00, Expenses: \$7,707.11. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 11/12/2020. (Pomerantz, Jeffrey) MODIFIED to correct party requesting fees/expenses. on 10/22/2020 (Ecker, C.).</p>

filed by Debtor Highland Capital Management, L.P., [1265](#) Emergency Motion to continue hearing on (related documents [1080](#) Disclosure statement) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., [1264](#) Stipulation Resolving Proof of Claim No. 86 of NWCC, LLC filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery) MODIFIED to correct text on 10/22/2020 (Ecker, C.). filed by Debtor Highland Capital Management, L.P., [1294](#) Certificate of service re: *Documents Served on October 21, 2020* Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)[1244](#) Application for compensation *Third Interim Application for Compensation and Reimbursement of Expenses* for FTI Consulting, Inc., Financial Advisor, Period: 6/1/2020 to 8/31/2020, Fee: \$886,615.45, Expenses: \$1,833.10. Filed by Attorney Juliana Hoffman Objections due by 11/10/2020. filed by Financial Advisor FTI Consulting, Inc., [1248](#) Application for compensation *Cover Sheet and Twelfth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from September 1, 2020 through September 30, 2020* for Pachulski Stang Ziehl & Jones, LLP, Debtor's Attorney, Period: 9/10/2020 to 9/30/2020, Fee: \$828,193.00, Expenses: \$7,707.11. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 11/12/2020. (Pomerantz, Jeffrey) MODIFIED to correct party requesting fees/expenses. on 10/22/2020 (Ecker, C.). filed by Debtor Highland Capital Management, L.P., [1263](#) Emergency Motion to continue hearing on (related documents [1080](#) Disclosure statement) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., [1264](#) Stipulation Resolving Proof of Claim No. 86 of NWCC, LLC filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery) MODIFIED to correct text on 10/22/2020 (Ecker, C.). filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)

11/05/2020

[1335](#) (19 pgs) Certificate of service re: *(Amended) 1) Order Approving Debtor's Settlement with (A) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (B) the Highland Crusader Funds (Claim No. 81), and Authorizing Actions Consistent Therewith; 2) Amended Notice of Hearing on Patrick Daugherty's Motion to Confirm Status of Automatic Stay, or Alternatively to Modify Automatic Stay; and 3) Amended Notice of Hearing* Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)[1273](#) Order granting motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81). Filed by Debtor Highland Capital Management, L.P (related document [1089](#)) Entered on 10/23/2020. (Okafor, M.), [1274](#) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[1099](#) Motion for relief from stay - *Daugherty's Motion to Confirm Status of Automatic Stay, or alternatively to Modify Automatic Stay* Fee amount \$181, Filed by Creditor Patrick Daugherty Objections due by 10/8/2020. (Attachments: # 1 Exhibit Declaration of Patrick Daugherty in Support of Motion # 2 Service List)). Hearing to be held on 10/28/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for [1099](#), filed by Debtor Highland Capital Management, L.P., [1275](#) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[1108](#) Motion for leave *(Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice)* (related document(s) [1079](#) Chapter 11 plan, [1080](#) Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption)). Hearing to be held on 10/27/2020 at 10:30 AM Dallas Judge Jernigan Ctrm for [1108](#), filed by Debtor Highland Capital Management, L.P., [1310](#) Certificate of service re: *1) Order Approving Debtor's Settlement with (A) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (B) the Highland Crusader Funds (Claim No. 81), and Authorizing Actions Consistent Therewith; 2) Amended Notice of Hearing on Patrick Daugherty's Motion to Confirm Status of Automatic Stay, or Alternatively to Modify Automatic Stay; and 3) Amended Notice of Hearing* Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)[1273](#) Order granting motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81). Filed by Debtor Highland Capital Management, L.P (related document [1089](#)) Entered on 10/23/2020. (Okafor, M.), [1274](#) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[1099](#) Motion for relief from stay - *Daugherty's Motion to Confirm Status of Automatic Stay, or alternatively to Modify Automatic Stay* Fee amount \$181, Filed by Creditor Patrick Daugherty Objections due by 10/8/2020. (Attachments: # 1 Exhibit Declaration of Patrick Daugherty in Support of Motion # 2 Service List)). Hearing to be held on 10/28/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for [1099](#), filed by Debtor Highland Capital Management, L.P., [1275](#) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P.

	(RE: related document(s) 1108 Motion for leave (<i>Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice</i>) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption)). Hearing to be held on 10/27/2020 at 10:30 AM Dallas Judge Jernigan Ctrm for 1108 , filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)
11/05/2020	1336 (11 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 1327 Order on Creditor Patrick Daugherty's Motion to confirm status of automatic stay, or alternatively to modify automatic stay (related document 1099) Entered on 11/3/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 11/05/2020. (Admin.)
11/06/2020	1337 (5 pgs) Response opposed to (related document(s): 1214 Motion for summary judgment filed by Debtor Highland Capital Management, L.P., 1215 Motion for summary judgment filed by Interested Party Redeemer Committee of the Highland Crusader Fund) filed by Interested Parties UBS AG London Branch, UBS Securities LLC. (Sosland, Martin)
11/06/2020	1338 (10 pgs; 2 docs) Motion to allow claims (<i>Motion for Temporary Allowance of Claims for voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018</i>) Filed by Interested Parties UBS AG London Branch, UBS Securities LLC Objections due by 11/20/2020. (Attachments: # 1 Proposed Order) (Sosland, Martin)
11/06/2020	1339 (9 pgs; 2 docs) Notice of appeal . Fee Amount \$298 filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 1273 Order on motion to compromise controversy). Appellant Designation due by 11/20/2020. (Attachments: # 1 Exhibit)(Sosland, Martin)
11/06/2020	Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number 28246686, amount \$ 298.00 (re: Doc# 1339). (U.S. Treasury)
11/06/2020	1340 (25 pgs) Application for compensation <i>Eleventh Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 9/1/2020 to 9/30/2020, Fee: \$170,859.60, Expenses: \$806.60. Filed by Attorney Juliana Hoffman Objections due by 11/30/2020. (Hoffman, Juliana)
11/06/2020	1341 (59 pgs) Brief in opposition filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 1214 Motion for summary judgment, 1215 Motion for summary judgment). (Sosland, Martin)
11/06/2020	1342 (33 pgs) Brief in support filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 1338 Motion to allow claims (<i>Motion for Temporary Allowance of Claims for voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018</i>)). (Sosland, Martin)
11/06/2020	1343 (19 pgs) Motion to file document under seal. (<i>With UBS's Brief and Appendix of Exhibits in Opposition to Motions for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 and in Support of Rule 56(d) Request</i>) Filed by Interested Parties UBS AG London Branch, UBS Securities LLC (Sosland, Martin)
11/06/2020	1344 (20 pgs) Motion to file document under seal. (<i>With UBS's Brief and Appendix of Exhibits in Support of Motion for Temporary Allowance of Claims for Voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018</i>) Filed by Interested Parties UBS AG London Branch, UBS Securities LLC (Sosland, Martin)

11/06/2020	<p>● 1345 (290 pgs; 11 docs) Exhibit List (<i>Appendix of Exhibits to UBS's Brief in Opposition to Motions for Partial Summary Judgment on Proof of Claims Nos. 190 and 191 and in Support of Rule 56(d) Request</i>) filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1337 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9-21 # 10 Exhibit 22) (Sosland, Martin)</p>
11/06/2020	<p>● 1346 (338 pgs; 10 docs) Exhibit List (<i>Appendix of Exhibits to UBS's Brief in Support of Motion for Temporary Allowance of Claims for Voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018</i>) filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1338 Motion to allow claims(<i>Motion for Temporary Allowance of Claims for voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018</i>)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9-29) (Sosland, Martin)</p>
11/09/2020	<p>● 1347 (28 pgs; 2 docs) Notice of appeal . Fee Amount \$298 filed by Interested Party James Dondero (RE: related document(s)1302 Order on motion to compromise controversy). Appellant Designation due by 11/23/2020. (Attachments: # 1 Order)(Assink, Bryan)</p>
11/09/2020	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcap] (298.00). Receipt number 28249949, amount \$ 298.00 (re: Doc# 1347). (U.S. Treasury)</p>
11/09/2020	<p>● 1348 (6 pgs; 2 docs) Motion to continue hearing on (related documents 1207 Motion to allow claims) Filed by Creditor HarbourVest et al (Attachments: # 1 Proposed Order) (Driver, Vickie)</p>
11/09/2020	<p>● 1349 (23 pgs) Objection to (related document(s): 1281 Motion for leave - <i>Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018</i> filed by Creditor Patrick Daugherty) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
11/09/2020	<p>● 1350 (29 pgs; 3 docs) Declaration re: (<i>Declaration of John A. Morris in Support of the Debtor's Objection to Patrick Hagaman Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1349 Objection). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (Annable, Zachery)</p>
11/10/2020	<p>● 1351 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1281 Motion for leave - <i>Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018</i> Filed by Creditor Patrick Daugherty (Attachments: # 1 Exhibit A - Proposed Order)). Hearing to be held on 11/17/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1281, (Annable, Zachery)</p>
11/10/2020	<p>● 1352 (2 pgs) Order granting motion to continue hearing on (related document # 1348) (related documents Motion to allow claims of <i>HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan</i>) Hearing to be held on 12/2/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1207, Entered on 11/10/2020. (Okafor, M.)</p>
11/10/2020	<p>● 1353 (3 pgs) Order granting motion to seal documents with UBS's Brief and Appendix of Exhibits in Opposition to Motions for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 and in Support of Rule 56(d) Request (related document # 1343) Entered on 11/10/2020. (Okafor, M.)</p>
11/10/2020	<p>● 1354 (3 pgs) Order granting motion to seal documents with UBS's Brief and Appendix of Exhibits in Support of Motion for Temporary Allowance of Claims for Voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018 (related document # 1344) Entered on 11/10/2020. (Okafor, M.)</p>
11/10/2020	<p>● 1355 SEALED document regarding: UBS's Brief in Opposition to Motions for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 and in Support of Rule 56(d) Request per court order</p>

	<p>filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 1353 Order on motion to seal). (Attachments: # 1 Exhibit 9 # 2 Exhibit 10 # 3 Exhibit 11 # 4 Exhibit 12 # 5 Exhibit 13 # 6 Exhibit 14 # 7 Exhibit 15 # 8 Exhibit 16 # 9 Exhibit 17 # 10 Exhibit 18 # 11 Exhibit 19 # 12 Exhibit 20 # 13 Exhibit 21) (Sosland, Martin)</p>
11/10/2020	<p>● 1356 SEALED document regarding: UBS's Brief in Support of Motion for Temporary Allowance of claims for voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018 per court order filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 1354 Order on motion to seal). (Attachments: # 1 Exhibit 9 # 2 Exhibit 10 # 3 Exhibit 11 # 4 Exhibit 12 # 5 Exhibit 13 # 6 Exhibit 14 # 7 Exhibit 15 # 8 Exhibit 16 # 9 Exhibit 17 # 10 Exhibit 18 # 11 Exhibit 19 # 12 Exhibit 20 # 13 Exhibit 21 # 14 Exhibit 22 # 15 Exhibit 23 # 16 Exhibit 24 # 17 Exhibit 25 # 18 Exhibit 26 # 19 Exhibit 27 # 20 Exhibit 28 # 21 Exhibit 29) (Sosland, Martin)</p>
11/10/2020	<p>● 1357 (5 pgs) Notice of hearing filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 1338 Motion to allow claims (<i>Motion for Temporary Allowance of Claims for voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018</i>) Filed by Interested Parties UBS AG London Branch, UBS Securities LLC Objections due by 11/20/2020. (Attachments: # 1 Proposed Order)). Hearing to be held on 11/20/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1338, (Sosland, Martin)</p>
11/10/2020	<p>● 1358 (5 pgs) Certificate of service re: <i>Eleventh Monthly Application of FTI Consulting, Inc. for Allowance of Compensation and Reimbursement of Expenses for the Period from September 1, 2020 to and Including September 30, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1340 Application for compensation <i>Eleventh Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 9/1/2020 to 9/30/2020, Fee: \$170,859.60, Expenses: \$806.60. Filed by Attorney Juliana Hoffman Objections due by 11/30/2020. filed by Financial Advisor FTI Consulting, Inc.). (Kass, Albert)</p>
11/10/2020	<p>● 1359 (11 pgs) Certificate of service re: <i>1) Debtors Objection to Patrick Hagaman Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018; and 2) Declaration of John A. Morris in Support of the Debtor's Objection to Patrick Hagaman Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1349 Objection to (related document(s): 1281 Motion for leave - <i>Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018</i> filed by Creditor Patrick Daugherty) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 1350 Declaration re: (<i>Declaration of John A. Morris in Support of the Debtor's Objection to Patrick Hagaman Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1349 Objection). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/11/2020	<p>● 1360 (3 pgs) Motion to appear pro hac vice for Hayley R. Winograd. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
11/11/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28256837, amount \$ 100.00 (re: Doc# 1360). (U.S. Treasury)</p>
11/11/2020	<p>● 1361 (5 pgs) Certificate of service re: <i>1) Notice of Transfer for MCS Capital LLC c/o STC, Inc. re: Lynn Pinker Cox & Hurst, LLP (Claim No. 148); and 2) Notice of Transfer for Argo Partners re: Stanton Advisors LLC (Scheduled Amount \$10,000.00)</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1165 Assignment/Transfer of Claim. Fee Amount \$25. Transfer Agreement 3001 (e) 1 Transferors: Stanton Advisors LLC (Amount \$10,000.00) To Argo Partners. Filed by Creditor Argo Partners. filed by Creditor Argo Partners, 1166 Assignment/Transfer of Claim. Fee Amount \$25. Transfer Agreement 3001 (e) 2 Transferors: Lynn Pinker Cox & Hurst, LLP (Claim No. 148, Amount \$507,430.34) To MCS Capital LLC c/o STC, Inc.. Filed by Creditor Argo Partners. filed by Creditor Argo Partners). (Kass, Albert)</p>

11/12/2020	<p>● 1363 (33 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s)1347 Notice of appeal . filed by Interested Party James Dondero (RE: related document(s)1302 Order on motion to compromise controversy). Appellant Designation due by 11/23/2020. (Attachments: # 1 Order)) (Attachments: # 1 Service List) (Whitaker, Sheniqua)</p>
11/12/2020	<p>● 1364 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)1347 Notice of appeal . filed by Interested Party James Dondero (RE: related document(s)1302 Order on motion to compromise controversy). Appellant Designation due by 11/23/2020. (Attachments: # 1 Order)) (Whitaker, Sheniqua)</p>
11/12/2020	<p>● 1365 (4 pgs) Agreed supplemental order regarding deposit of funds into the registry of the court (RE: related document(s)821 Agreed order regarding deposit of funds into the registry of the Court.). Entered on 11/12/2020 (Okafor, M.)</p>
11/12/2020	<p>● 1366 (49 pgs; 2 docs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from August 1, 2020 through August 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.), 853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). (Attachments: # 1 Exhibit A--DSI Monthly Staffing Report for August 2020) (Annable, Zachery)</p>
11/12/2020	<p>● 1367 (11 pgs) Certificate of service re: <i>Notice of Hearing on Patrick Hagaman Daughertys Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1351 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1281 Motion for leave - <i>Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018</i> Filed by Creditor Patrick Daugherty (Attachments: # 1 Exhibit A - Proposed Order)). Hearing to be held on 11/17/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1281, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/12/2020	<p>● 1368 (1 pg) Clerk's correspondence requesting to amend the notice of appeal from attorney for appellant. (RE: related document(s)1339 Notice of appeal . Fee Amount \$298 filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1273 Order on motion to compromise controversy). Appellant Designation due by 11/20/2020. (Attachments: # 1 Exhibit)) Responses due by 11/16/2020. (Whitaker, Sheniqua)</p>
11/12/2020	<p>● 1369 (9 pgs) Amended notice of appeal filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1339 Notice of appeal). (Sosland, Martin)</p>
11/12/2020	<p>● 1370 (95 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:20-cv-03390-X. (RE: related document(s)1347 Notice of appeal . filed by Interested Party James Dondero (RE: related document(s)1302 Order on motion to compromise controversy). Appellant Designation due by 11/23/2020. (Attachments: # 1 Order)) (Whitaker, Sheniqua)</p>
11/13/2020	<p>● 1371 (1 pg) Order granting motion to appear pro hac vice adding Hayley R. Winograd for Highland Capital Management, L.P. (related document # 1360) Entered on 11/13/2020. (Ecker, C.)</p>
11/13/2020	<p>● 1372 (3 pgs) Order granting motion to seal documents (related document # 1279) Entered on 11/13/2020. (Ecker, C.)</p>
11/13/2020	<p>● 1374 (11 pgs; 2 docs) INCORRECT ENTRY. Incomplete Form. Certificate of mailing regarding appeal (RE: related document(s)1339 Notice of appeal . filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1273 Order on motion to compromise controversy). Appellant</p>

	Designation due by 11/20/2020. (Attachments: # 1 Exhibit) (Attachments: # 1 Service List) (Whitaker, Sheniqua) Modified on 11/13/2020 (Whitaker, Sheniqua).
11/13/2020	<p>● 1375 (12 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s)1339 Notice of appeal . filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1273 Order on motion to compromise controversy). Appellant Designation due by 11/20/2020. (Attachments: # 1 Exhibit)) (Attachments: # 1 Service List) (Whitaker, Sheniqua)</p>
11/13/2020	<p>● 1376 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)1339 Notice of appeal . filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1273 Order on motion to compromise controversy). (Attachments: # 1 Exhibit)) (Whitaker, Sheniqua)</p>
11/13/2020	<p>● 1377 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$25. Transfer Agreement 3001 (e) 2 Transferors: Debevoise & Plimpton LLP (Claim No. 94, Amount \$268,095.08) To Contrarian Funds LLC. Filed by Creditor Contrarian Funds LLC. (Schneller, Douglas)</p>
11/13/2020	<p>● 1378 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$25. Transfer Agreement 3001 (e) 2 Transferors: Debevoise & Plimpton LLP (Claim No. 97, Amount \$268,095.08) To Contrarian Funds LLC. Filed by Creditor Contrarian Funds LLC. (Schneller, Douglas)</p>
11/13/2020	<p>● 1379 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$25. Transfer Agreement 3001 (e) 2 Transferors: Debevoise & Plimpton LLP (Amount \$20,658.79) To Contrarian Funds LLC. Filed by Creditor Contrarian Funds LLC. (Schneller, Douglas)</p>
11/13/2020	<p>● 1380 (2 pgs) WITHDRAWN per # 1421. Assignment/Transfer of Claim. Fee Amount \$25. Transfer Agreement 3001 (e) 2 Transferors: DLA Piper LLC (US) (Amount \$1,318,730.36) To Contrarian Funds LLC. Filed by Creditor Contrarian Funds LLC. (Schneller, Douglas) Modified on 11/19/2020 (Ecker, C.).</p>
11/13/2020	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (25.00). Receipt number 28267014, amount \$ 25.00 (re: Doc# 1377). (U.S. Treasury)</p>
11/13/2020	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (25.00). Receipt number 28267014, amount \$ 25.00 (re: Doc# 1378). (U.S. Treasury)</p>
11/13/2020	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (25.00). Receipt number 28267014, amount \$ 25.00 (re: Doc# 1379). (U.S. Treasury)</p>
11/13/2020	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (25.00). Receipt number 28267014, amount \$ 25.00 (re: Doc# 1380). (U.S. Treasury)</p>
11/13/2020	<p>● 1381 (5 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:20-cv-03408-G. (RE: related document(s)1339 Notice of appeal . filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1273 Order on motion to compromise controversy). (Attachments: # 1 Exhibit)) (Whitaker, Sheniqua)</p>
11/13/2020	<p>● 1382 (4 pgs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1281 Motion for leave - <i>Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018</i>). (Annable, Zachery)</p>
11/13/2020	<p>● 1383 (65 pgs) Amended chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s)944 Chapter 11 plan, 1079 Chapter 11 plan, 1287 Chapter 11 plan). (Annable, Zachery)</p>

11/13/2020	<p>● 1384 (175 pgs) Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement, 1289 Disclosure statement). (Annable, Zachery)</p>
11/13/2020	<p>● 1385 (67 pgs) Support/supplemental document (<i>Redline Comparison of Third Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1383 Chapter 11 plan). (Annable, Zachery)</p>
11/13/2020	<p>● 1386 (105 pgs) Support/supplemental document (<i>Redline Comparison of Disclosure Statement for the Third Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1384 Disclosure statement). (Annable, Zachery)</p>
11/13/2020	<p>● 1387 (3 pgs) Certificate of service re: (<i>Supplemental</i>) Documents Served on October 28, 2020 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1300 Notice of hearing (<i>Notice of Continued Hearing on Disclosure Statement for the Second Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1289 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1289, filed by Debtor Highland Capital Management, L.P., 1309 Amended Notice of hearing (<i>Second Amended Notice of Hearing</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1108 Motion for leave (<i>Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice</i>) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1108, filed by Debtor Highland Capital Management, L.P., 1322 Certificate of service re: Documents Served on October 28, 2020 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1300 Notice of hearing (<i>Notice of Continued Hearing on Disclosure Statement for the Second Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1289 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1289, filed by Debtor Highland Capital Management, L.P., 1301 Order approving stipulation resolving Proof of Claim No. 86 of NWCC, LLC (RE: related document(s)1264 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 10/28/2020 (Okafor, M.), 1302 Order granting motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). Filed by Debtor Highland Capital Management, L.P. (related document 1087) Entered on 10/28/2020. (Okafor, M.), 1309 Amended Notice of hearing (<i>Second Amended Notice of Hearing</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1108 Motion for leave (<i>Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice</i>) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1108, filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
11/13/2020	<p>● 1388 (2619 pgs; 43 docs) Witness and Exhibit List for <i>Hearing on Motion for Allowance of Claim</i> filed by Creditor Patrick Daugherty (RE: related document(s)1281 Motion for leave - <i>Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018</i>). (Attachments: # 1 Exhibit PHD-1 # 2 Exhibit PHD-2 # 3 Exhibit PHD-3 # 4 Exhibit PHD-4 # 5 Exhibit PHD-5 # 6 Exhibit</p>

	PHD-6 # 7 Exhibit PHD-7 # 8 Exhibit PHD-8 # 9 Exhibit PHD-9 # 10 Exhibit PHD-10 # 11 Exhibit PHD-11 # 12 Exhibit PHD-12 # 13 Exhibit PHD-13 # 14 Exhibit PHD-14 # 15 Exhibit PHD-15 # 16 Exhibit PHD-16 # 17 Exhibit PHD-17 # 18 Exhibit PHD-18 # 19 Exhibit PHD-19 # 20 Exhibit PHD-20 # 21 Exhibit PHD-21 # 22 Exhibit PHD-22 # 23 Exhibit PHD-23 # 24 Exhibit PHD-24 # 25 Exhibit PHD-25 # 26 Exhibit PHD-26 # 27 Exhibit PHD-27 # 28 Exhibit PHD-28 # 29 Exhibit PHD-29 # 30 Exhibit PHD-30 # 31 Exhibit PHD-31 # 32 Exhibit PHD-32 # 33 Exhibit PHD-33 # 34 Exhibit PHD-34 # 35 Exhibit PHD-35 # 36 Exhibit PHD-36 # 37 Exhibit PHD-37 # 38 Exhibit PHD-38 # 39 Exhibit PHD-39 # 40 Exhibit PHD-40 # 41 Exhibit PHD-41 # 42 Exhibit PHD-42) (Kathman, Jason)
11/13/2020	<p>1389 (129 pgs; 9 docs) Notice (<i>Debtor's Notice of Filing of Supplement to the Third Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1383 Amended chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s)944 Chapter 11 plan, 1079 Chapter 11 plan, 1287 Chapter 11 plan).). (Attachments: # 1 Exhibit A--Form of Claimant Trust Agreement # 2 Exhibit B--Form of New GP LLC Documents # 3 Exhibit C--Form of Reorganized Limited Partnership Agreement # 4 Exhibit D--Form of Litigation Sub-Trust Agreement # 5 Exhibit E--Schedule of Retained Causes of Action # 6 Exhibit F--Form of New Frontier Note # 7 Exhibit G--Schedule of Employees # 8 Exhibit H--Form of Senior Employee Stipulation) (Annable, Zachery)</p>
11/14/2020	<p>1390 (10 pgs) BNC certificate of mailing. (RE: related document(s)1364 Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)1347 Notice of appeal . filed by Interested Party James Dondero (RE: related document(s)1302 Order on motion to compromise controversy). Appellant Designation due by 11/23/2020. (Attachments: # 1 Order))) No. of Notices: 1. Notice Date 11/14/2020. (Admin.)</p>
11/15/2020	<p>1391 (10 pgs) BNC certificate of mailing. (RE: related document(s)1376 Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)1339 Notice of appeal . filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1273 Order on motion to compromise controversy). (Attachments: # 1 Exhibit))) No. of Notices: 2. Notice Date 11/15/2020. (Admin.)</p>
11/15/2020	<p>1392 (9 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)1371 Order granting motion to appear pro hac vice adding Hayley R. Winograd for Highland Capital Management, L.P. (related document 1360) Entered on 11/13/2020. (Ecker, C.)) No. of Notices: 1. Notice Date 11/15/2020. (Admin.)</p>
11/16/2020	<p>1393 (3 pgs) Certificate No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1248 Application for compensation <i>Cover Sheet and Twelfth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from September 1, 2020 through September 30, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Peri). (Pomerantz, Jeffrey)</p>
11/16/2020	<p>1394 SEALED document regarding: Exhibit 1 to Appendix to Patrick Hagaman Daugherty's Memorandum of Law and Brief in Support of Motion for Temporary Allowance for Voting Purposes Pursuant to Bankruptcy Rule 3018 per court order filed by Creditor Patrick Daugherty (RE: related document(s)1372 Order on motion to seal). (Kathman, Jason)</p>
11/16/2020	<p>1395 SEALED document regarding: Exhibit 26 to Appendix to Patrick Hagaman Daugherty's Memorandum of Law and Brief in Support of Motion for Temporary Allowance for Voting Purposes Pursuant to Bankruptcy Rule 3018 per court order filed by Creditor Patrick Daugherty (RE: related document(s)1372 Order on motion to seal). (Kathman, Jason)</p>
11/16/2020	<p>1396 SEALED document regarding: Exhibit 27 to Appendix to Patrick Hagaman Daugherty's Memorandum of Law and Brief in Support of Motion for Temporary Allowance for Voting Purposes Pursuant to Bankruptcy Rule 3018 per court order filed by Creditor Patrick Daugherty (RE: related document(s)1372 Order on motion to seal). (Kathman, Jason)</p>

11/16/2020	<p>● 1397 SEALED document regarding: Exhibit 36 to Appendix to Patrick Hagaman Daugherty's Memorandum of Law and Brief in Support of Motion for Temporary Allowance for Voting Purposes Pursuant to Bankruptcy Rule 3018 per court order filed by Creditor Patrick Daugherty (RE: related document(s)1372 Order on motion to seal). (Kathman, Jason)</p>
11/16/2020	<p>● 1398 SEALED document regarding: Exhibit 37 to Appendix to Patrick Hagaman Daugherty's Memorandum of Law and Brief in Support of Motion for Temporary Allowance for Voting Purposes Pursuant to Bankruptcy Rule 3018 per court order filed by Creditor Patrick Daugherty (RE: related document(s)1372 Order on motion to seal). (Kathman, Jason)</p>
11/16/2020	<p>● 1399 (8 pgs; 3 docs) Notice (<i>Notice of Filing of Fourth Amended Exhibit B to Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtor in the Ordinary Course of Business</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)75 Motion to Authorize /Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtors in the Ordinary Course of Business Filed by Highland Capital Management, L.P. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - OCP List # 4 Exhibit C - Form of Declaration of Disinterestedness # 5 Certificate of Service and Service List) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #76 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.), 176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (Annable, Zachery)</p>
11/16/2020	<p>● 1400 (5 pgs) Declaration re: (<i>Disclosure Declaration of Ordinary Course Professional</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). (Annable, Zachery)</p>
11/16/2020	<p>● 1401 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$25. Transfer Agreement 3001 (e) 2 Transferors: DLA Piper LLP (US) (Amount \$1,318,730.36) To Contrarian Funds LLC. Filed by Creditor Contrarian Funds LLC. (Schneller, Douglas)</p>
11/16/2020	<p>● 1402 (26 pgs) Reply to (related document(s): 1337 Response filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
11/16/2020	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trelmag] (25.00). Receipt number 28270620, amount \$ 25.00 (re: Doc# 1401). (U.S. Treasury)</p>
11/16/2020	<p>● 1403 (12 pgs) Exhibit List (<i>Appendix of Exhibits to Debtor's Reply in Support of Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1402 Reply). (Annable, Zachery)</p>
11/16/2020	<p>● 1404 (20 pgs) Objection to (related document(s): 1338 Motion to allow claims(<i>Motion for Temporary Allowance of Claims for voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018</i>) filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
11/16/2020	<p>● 1405 (37 pgs; 5 docs) Motion to file document under seal.<i>MOTION FOR AN ORDER GRANTING LEAVE TO FILE DOCUMENTS UNDER SEAL REGARDING REDEEMER COMMITTEE OF THE HIGHLAND CRUSADER FUND AND THE CRUSADER FUNDS REPLY BRIEF IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT AND JOINDER IN THE DEBTORS MOTION FOR</i></p>

	PARTIAL SUMMARY JUDGEMENT ON PROOF OF CLAIM NOS. 190 AND 191 OF UBS AG, LONDON BRANCH AND UBS SECURITIES LLC Filed by Interested Party Redeemer Committee of the Highland Crusader Fund (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Proposed Order) (Platt, Mark)
11/16/2020	1406 (21 pgs; 4 docs) Motion to file document under seal. <i>MOTION FOR AN ORDER GRANTING LEAVE TO FILE DOCUMENTS UNDER SEAL REGARDING REDEEMER COMMITTEE OF THE HIGHLAND CRUSADER FUND AND THE CRUSADER FUNDS OBJECTION AND JOINDER TO DEBTORS OBJECTION TO UBS AG, LONDON BRANCH AND UBS SECURITIES LLCS MOTION FOR TEMPORARY ALLOWANCE OF CLAIMS FOR VOTING PURPOSES PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 3018</i> Filed by Interested Party Redeemer Committee of the Highland Crusader Fund (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order) (Platt, Mark)
11/16/2020	1407 (3 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s) 1244 Application for compensation <i>Third Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 6/1/2020 to 8/31/2020, Fee: \$886,615.45, Expenses: \$1,833.10.). (Hoffman, Juliana)
11/16/2020	1408 (43 pgs; 3 docs) Reply to (related document(s): 1337 Response filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch) filed by Interested Party Redeemer Committee of the Highland Crusader Fund. (Attachments: # 1 Exhibit A # 2 Exhibit B (slip sheet only)) (Platt, Mark)
11/16/2020	1409 (15 pgs; 5 docs) Objection to (related document(s): 1338 Motion to allow claims (<i>Motion for Temporary Allowance of Claims for voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018</i>) filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch) filed by Interested Party Redeemer Committee of the Highland Crusader Fund. (Attachments: # 1 Exhibit A (slip sheet only) # 2 Exhibit B (slip sheet only) # 3 Exhibit C (slip sheet only) # 4 Exhibit D (slip sheet only)) (Platt, Mark)
11/16/2020	1410 (3 pgs) Certificate Amended Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s) 1244 Application for compensation <i>Third Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 6/1/2020 to 8/31/2020, Fee: \$886,615.45, Expenses: \$1,833.10., 1407 Certificate (generic)). (Hoffman, Juliana)
11/16/2020	1411 (18 pgs) Reply to (related document(s): 1349 Objection filed by Debtor Highland Capital Management, L.P.) - <i>Daugherty's Reply in Support of Motion for Temporary Allowance of Claims for Voting Purposes Pursuant to Bankruptcy Rule 3018</i> filed by Creditor Patrick Daugherty. (Kathman, Jason)
11/16/2020	1412 (59 pgs) Declaration re: <i>Michael S. Colvin in Support of Motion for Temporary Allowance of Claims for Voting Purposes</i> filed by Creditor Patrick Daugherty (RE: related document(s) 1411 Reply). (Kathman, Jason)
11/17/2020	1413 (25 pgs; 2 docs) Witness and Exhibit List (<i>Debtor's Witness and Exhibit List for November 20, 2020 Hearing on Motions for Partial Summary Judgment on the UBS Claim and Motion for Temporary Allowance of the UBS Claim</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1214 Motion for summary judgment, 1215 Motion for summary judgment, 1338 Motion to allow claims (<i>Motion for Temporary Allowance of Claims for voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018</i>)). (Attachments: # 1 Exhibit 30) (Annable, Zachery)
11/17/2020	1414 (7 pgs) Witness and Exhibit List for <i>November 20, 2020 Hearing on Motions for Partial Summary Judgment on the UBS Claim and Motion for Temporary Allowance of the UBS Claim</i> filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s) 1214 Motion for summary judgment, 1215 Motion for summary judgment, 1338 Motion to allow claims (<i>Motion for Temporary Allowance of Claims for voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018</i>)). (Platt, Mark)

11/17/2020	<p>● 1415 (1 pg) Request for transcript regarding a hearing held on 11/17/2020. The requested turn-around time is hourly. (Edmond, Michael)</p>
11/17/2020	<p>● 1416 (3 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 1296 Application for compensation <i>Sidley Austin LLP's Third Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 6/1/2020 to 8/31/2020, Fee: \$1,86). (Hoffman, Juliana)</p>
11/17/2020	<p>● 1417 (7 pgs) Certificate of service re: 1) <i>Motion for Admission Pro Hac Vice of Hayley R. Winograd to Represent Highland Capital Management, L.P.</i>; 2) <i>Agreed Supplemental Order Regarding Deposit of Funds Into the Registry of the Court</i>; and 3) <i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from August 1, 2020 Through August 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1360 Motion to appear pro hac vice for Hayley R. Winograd. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 1365 Agreed supplemental order regarding deposit of funds into the registry of the court (RE: related document(s) 821 Agreed order regarding deposit of funds into the registry of the Court.). Entered on 11/12/2020 (Okafor, M.), 1366 Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from August 1, 2020 through August 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.), 853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). (Attachments: # 1 Exhibit A--DSI Monthly Staffing Report for August 2020) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/17/2020	<p>● 1418 (87 pgs; 7 docs) Witness and Exhibit List (<i>UBS's Witness and Exhibit List for November 20, 2020 Hearing</i>) filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 1214 Motion for summary judgment, 1338 Motion to allow claims (<i>Motion for Temporary Allowance of Claims for voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018</i>)). (Attachments: # 1 Exhibit 26 - 28 # 2 Exhibit 29 # 3 Exhibit 30 # 4 Exhibit AG30 # 5 Exhibit AG31 # 6 Exhibit AG32 - AG46) (Sosland, Martin)</p>
11/17/2020	<p>● 1419 (1 pg) Court admitted exhibits date of hearing November 17, 2020 (RE: related document(s) 1281 Motion for leave - Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018 Filed by Creditor Patrick Daugherty., (COURT ADMITTED THE FOLLOWING EXHIBIT'S; PLAINTIFF'S PATRICK H. DAUGHERTY EXHIBIT'S #1 THROUGH #41 BY THOMAS UEBLER AND DEFENDANT DEBTOR'S EXHIBIT'S #A THROUGH #V & EXHIBIT'S #X1 & #X2 BY JOHN MORRIS) (Edmond, Michael) (Entered: 11/18/2020)</p>
11/17/2020	<p>● 1422 Hearing held on 11/17/2020. (RE: related document(s) 1281 Motion for leave - Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018 filed by Creditor Patrick Daugherty) (Appearances: T. Uebler, J. Christensen, and J. Kathman for P. Daugherty; J. Morris and J. Pomeranz for Debtor; M. Clemente for UCC. Evidentiary hearing. Claim estimated for voting purposes at \$9,134,019 for reasons stated on the record. Counsel to upload order.) (Edmond, Michael) (Entered: 11/18/2020)</p>
11/18/2020	<p>● 1420 (48 pgs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from September 1, 2020 through September 30, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.), 853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). (Annable, Zachery)</p>

11/18/2020	<p>● 1421 (1 pg) Withdrawal [<i>Notice of Withdrawal of Notice of Transfer of Claim From Debevoise & Plimpton LLP to Contrarian Funds, LLC</i>] Filed by Creditor Contrarian Funds LLC (related document(s)1380 Assignment/Transfer of Claim. Fee Amount \$25. Transfer Agreement 3001 (e) 2 Transferors: DLA Piper LLC (US) (Amount \$1,318,730.36) To Contrarian Funds LLC. Filed by Creditor Contrarian Funds LLC. filed by Creditor Contrarian Funds LLC). (Schneller, Douglas)</p>
11/18/2020	<p>● 1423 (634 pgs; 25 docs) Amended Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1382 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Exhibit J # 11 Exhibit K # 12 Exhibit L # 13 Exhibit M # 14 Exhibit N # 15 Exhibit O # 16 Exhibit P # 17 Exhibit Q # 18 Exhibit R # 19 Exhibit S # 20 Exhibit T # 21 Exhibit U # 22 Exhibit V # 23 Exhibit X-1 # 24 Exhibit X-2) (Annable, Zachery)</p>
11/18/2020	<p>● 1424 (37 pgs; 4 docs) Motion for leave (<i>Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreements</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) (Annable, Zachery)</p>
11/18/2020	<p>● 1425 (5 pgs) Motion for expedited hearing(related documents 1424 Motion for leave) (<i>Debtor's Motion for an Expedited Hearing on the Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreement</i>) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
11/18/2020	<p>● 1426 (90 pgs) Transcript regarding Hearing Held 11/17/2020 (90 pages) RE: Motion for Temporary Allowance of Claim (#1281). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 02/16/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 1422 Hearing held on 11/17/2020. (RE: related document(s)1281 Motion for leave - Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018 filed by Creditor Patrick Daugherty) (Appearances: T. Uebler, J. Christensen, and J. Kathman for P. Daugherty; J. Morris and J. Pomeranz for Debtor; M. Clemente for UCC. Evidentiary hearing. Claim estimated for voting purposes at \$9,134,019 for reasons stated on the record. Counsel to upload order.)). Transcript to be made available to the public on 02/16/2021. (Rehling, Kathy)</p>
11/18/2020	<p>● 1427 (3 pgs) Certificate of service re: <i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from September 1, 2020 through September 30, 2020</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1420 Notice (generic)). (Annable, Zachery)</p>
11/18/2020	<p>● 1428 (23 pgs) Certificate of service re: <i>Documents Served on or Before November 14, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1371 Order granting motion to appear pro hac vice adding Hayley R. Winograd for Highland Capital Management, L.P. (related document 1360) Entered on 11/13/2020. (Ecker, C.), 1382 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1281 Motion for leave - <i>Daugherty's Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018</i>). filed by Debtor Highland Capital Management, L.P., 1383 Amended chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s)944 Chapter 11 plan, 1079 Chapter 11 plan, 1287 Chapter 11 plan). filed by Debtor Highland Capital Management, L.P., 1384 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement, 1289 Disclosure statement). filed by Debtor Highland Capital Management, L.P., 1385 Support/supplemental document (<i>Redline Comparison of Third Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1383 Chapter 11 plan). filed by Debtor Highland Capital Management, L.P., 1386 Support/supplemental document (<i>Redline Comparison of Disclosure Statement for the Third Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1384 Disclosure statement). filed by Debtor Highland Capital Management, L.P., 1389 Notice (<i>Debtor's Notice of Filing of Supplement to the Third Amended Plan of</i></p>

	<p>Reorganization of Highland Capital Management, L.P.) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1383 Amended chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s)944 Chapter 11 plan, 1079 Chapter 11 plan, 1287 Chapter 11 plan). (Attachments: # 1 Exhibit A--Form of Claimant Trust Agreement # 2 Exhibit B--Form of New GP LLC Documents # 3 Exhibit C--Form of Reorganized Limited Partnership Agreement # 4 Exhibit D--Form of Litigation Sub-Trust Agreement # 5 Exhibit E--Schedule of Retained Causes of Action # 6 Exhibit F--Form of New Frontier Note # 7 Exhibit G--Schedule of Employees # 8 Exhibit H--Form of Senior Employee Stipulation) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/18/2020	<p>1429 (20 pgs) Expedited Motion to file document under seal. (UBS's Expedited Motion for Leave to File Documents Under Seal With UBS's Witness and Exhibit List for November 20, 2020 Hearing) Filed by Interested Parties UBS AG London Branch, UBS Securities LLC (Sosland, Martin)</p>
11/19/2020	<p>1430 (2 pgs) Order granting motion to seal documents regarding the Redeemer Committee of the Highland Crusader Funds and Crusader Funds Reply Brief in Support of their Motion for Partial Summary Judgment and Joinder in the Debtors Motion for Partial Summary Judgement on Proof of Claim Nos. 190 and 191 of UBS AG, London Branch and UBS Securities LLC. (related document # 1405) Entered on 11/19/2020. (Okafor, M.)</p>
11/19/2020	<p>1431 (2 pgs) Order granting motion to seal documents regarding the Redeemer Committee of the Crusader Fund and the Crusader Funds Objection and Joinder to Debtors Objection to UBS AG, London Branch and UBS Securities LLCs Motion for Temporary Allowance of Claims for Voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018 (related document # 1406) Entered on 11/19/2020. (Okafor, M.)</p>
11/19/2020	<p>1432 SEALED document regarding: REDEEMER COMMITTEE OF THE HIGHLAND CRUSADER FUND AND THE CRUSADER FUNDS' OBJECTION AND JOINDER TO DEBTOR'S OBJECTION TO UBS AG, LONDON BRANCH AND UBS SECURITIES, LLC'S MOTION FOR TEMPORARY ALLOWANCE OF CLAIMS FOR VOTING PURPOSES PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 3018 per court order filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s)1431 Order on motion to seal). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D) (Platt, Mark)</p>
11/19/2020	<p>1433 SEALED document regarding: REDEEMER COMMITTEE OF THE HIGHLAND CRUSADER FUNDS AND THE CRUSADER FUNDS' REPLY BRIEF IN SUPPORT OF THEIR MOTION FOR PARTIAL SUMMARY JUDGMENT AND JOINDER IN THE DEBTOR'S MOTION FOR PARTIAL SUMMARY JUDGMENT ON PROOF OF CLAIM NOS. 190 AND 191 OF UBS AG, LONDON BRANCH AND UBS SECURITIES LLC per court order filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s)1430 Order on motion to seal). (Attachments: # 1 Exhibit B) (Platt, Mark)</p>
11/19/2020	<p>1434 (3 pgs) Notice of hearing (<i>Notice of Hearing on Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreements</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1424 Motion for leave (<i>Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreements</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1424, (Annable, Zachery)</p>
11/19/2020	<p>1435 (4 pgs) Stipulation by Highland Capital Management, L.P. and MCS Capital, LLC. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1166 Assignment/Transfer of claim (Claims Agent)). (Annable, Zachery)</p>
11/19/2020	<p>1436 (2 pgs) Order granting motion for expedited hearing (Related Doc# 1425)(document set for hearing: 1424 Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into</p>

	Sub-Service Agreements) Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jennigan Court for 1424 , Entered on 11/19/2020. (Okafor, M.)
11/19/2020	1437 (13 pgs) Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on November 20, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
11/19/2020	1438 (7 pgs) Notice (<i>Reservation of Rights of UBS Regarding Debtor's Motion for Approval of the Debtor's Proposed Disclosure Statement and Certain Solicitation and Notice Procedures</i>) filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 1108 Motion for leave (<i>Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice</i>) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption), 1384 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 945 Disclosure statement, 1080 Disclosure statement, 1289 Disclosure statement).). (Sosland, Martin)
11/19/2020	1439 (15 pgs; 2 docs) WITHDRAWN per docket # 1622 Motion for leave (<i>James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Course of Business</i>) Filed by Interested Party James Dondero (Attachments: # 1 Proposed Order) (Assink, Bryan) Modified on 12/28/2020 (Ecker, C.).
11/19/2020	1440 (3 pgs) Order granting motion to seal documents with UBSs Witness and Exhibit List for November 20, 2020 Hearing (related document # 1429) Entered on 11/19/2020. (Okafor, M.)
11/19/2020	1441 SEALED document regarding: UBS's Witness and Exhibit List for November 20, 2020 Hearing per court order filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 1440 Order on motion to seal). (Attachments: # 1 Exhibit 26 # 2 Exhibit 27 # 3 Exhibit 28 # 4 Exhibit 30 # 5 Exhibit AG32 # 6 Exhibit AG33 # 7 Exhibit AG34 # 8 Exhibit AG35 # 9 Exhibit AG36 # 10 Exhibit AG37 # 11 Exhibit AG38 # 12 Exhibit AG39 # 13 Exhibit AG40 # 14 Exhibit AG41 # 15 Exhibit AG42 # 16 Exhibit AG43 # 17 Exhibit AG44 # 18 Exhibit AG45 # 19 Exhibit AG46) (Sosland, Martin)
11/19/2020	1442 (16 pgs) Certificate of service re: <i>Documents Served on November 16, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1399 Notice (<i>Notice of Filing of Fourth Amended Exhibit B to Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtor in the Ordinary Course of Business</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 75 Motion to Authorize /Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtors in the Ordinary Course of Business Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - OCP List # 4 Exhibit C - Form of Declaration of Disinterestedness # 5 Certificate of Service and Service List) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #76 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.), 176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) filed by Debtor Highland Capital Management, L.P., 1400 Declaration re: (<i>Disclosure Declaration of Ordinary Course Professional</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 Document). filed by Debtor Highland Capital Management, L.P., 1402 Reply to (related document(s): 1337 Response filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch)

	<p>filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 1403 Exhibit List (<i>Appendix of Exhibits to Debtor's Reply in Support of Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1402 Reply). filed by Debtor Highland Capital Management, L.P., 1404 Objection to (related document(s): 1338 Motion to allow claims(<i>Motion for Temporary Allowance of Claims for voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018</i>) filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/19/2020	<p>1443 (5 pgs; 2 docs) Motion for expedited hearing(related documents 1439 Motion for leave) (<i>Request for Emergency Hearing on James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Course of Business</i>) Filed by Interested Party James Dondero (Attachments: # 1 Proposed Order) (Assink, Bryan)</p>
11/20/2020	<p>1444 (10 pgs) Notice (<i>Revised Notice of Agenda of Matters Scheduled for Hearing on November 20, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1437 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on November 20, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.). (Annable, Zachery)</p>
11/20/2020	<p>1445 (16 pgs) Objection to disclosure statement (RE: related document(s)1384 Disclosure statement) filed by Creditor Patrick Daugherty. (Kathman, Jason)</p>
11/20/2020	<p>1446 (1 pg) Request for transcript regarding a hearing held on 11/20/2020. The requested turn-around time is hourly. (Edmond, Michael)</p>
11/20/2020	<p>1447 (4 pgs) WITHDRAWN per # 1460 Response opposed to (related document(s): 1424 Motion for leave (<i>Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreements</i>) filed by Debtor Highland Capital Management, L.P.) filed by Interested Party James Dondero. (Bonds, John) Modified on 11/23/2020 (Ecker, C.).</p>
11/20/2020	<p>1448 (27 pgs) Application for compensation <i>Thirteenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from October 1, 2020 through October 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/1/2020 to 10/31/2020, Fee: \$1,119,675.50, Expenses: \$19,132.28. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 12/11/2020. (Pomerantz, Jeffrey)</p>
11/20/2020	<p>1449 (80 pgs) Amended application for compensation <i>Thirteenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from October 1, 2020 through October 31, 2020 (amended solely to include Exhibit A)</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/1/2020 to 10/31/2020, Fee: \$1,119,675.50, Expenses: \$19,132.28. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 12/11/2020. (Pomerantz, Jeffrey)</p>
11/20/2020	<p>1450 (66 pgs) Amended chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s)944 Chapter 11 plan, 1079 Chapter 11 plan, 1287 Chapter 11 plan, 1383 Chapter 11 plan). (Annable, Zachery)</p>
11/20/2020	<p>1451 (67 pgs) Support/supplemental document (<i>Interim Redline of Fourth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1450 Chapter 11 plan). (Annable, Zachery)</p>
11/20/2020	<p>1452 (68 pgs) Support/supplemental document (<i>Cumulative Redline of Fourth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1450 Chapter 11 plan). (Annable, Zachery)</p>

11/20/2020	<p>● 1453 (178 pgs) Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement, 1289 Disclosure statement, 1384 Disclosure statement). (Annable, Zachery)</p>
11/20/2020	<p>● 1454 (105 pgs) Support/supplemental document (<i>Interim Redline of Disclosure Statement for the Fourth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1453 Disclosure statement). (Annable, Zachery)</p>
11/20/2020	<p>● 1455 (107 pgs) Support/supplemental document (<i>Cumulative Redline of Disclosure Statement for the Fourth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1453 Disclosure statement). (Annable, Zachery)</p>
11/20/2020	<p>● 1456 (10 pgs) Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. , Statement of issues on appeal, filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1369 Amended notice of appeal). Appellee designation due by 12/4/2020. (Sosland, Martin)</p>
11/20/2020	<p>● 1457 (3 pgs) Certificate of service re: (<i>Supplemental</i>) Documents Served on October 28, 2020 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1300 Notice of hearing (<i>Notice of Continued Hearing on Disclosure Statement for the Second Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1289 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1289, filed by Debtor Highland Capital Management, L.P., 1309 Amended Notice of hearing (<i>Second Amended Notice of Hearing</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1108 Motion for leave (<i>Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice</i>) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1108, filed by Debtor Highland Capital Management, L.P., 1322 Certificate of service re: Documents Served on October 28, 2020 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1300 Notice of hearing (<i>Notice of Continued Hearing on Disclosure Statement for the Second Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1289 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1289, filed by Debtor Highland Capital Management, L.P., 1301 Order approving stipulation resolving Proof of Claim No. 86 of NWCC, LLC (RE: related document(s)1264 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 10/28/2020 (Okafor, M.), 1302 Order granting motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). Filed by Debtor Highland Capital Management, L.P. (related document 1087) Entered on 10/28/2020. (Okafor, M.), 1309 Amended Notice of hearing (<i>Second Amended Notice of Hearing</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1108 Motion for leave (<i>Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice</i>) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption)). Hearing to be held on 11/23/2020 at 01:30 PM</p>

	Dallas Judge Jernigan Court for 1409 , filed by Debtor Highland Capital Management, L.P., filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)
11/20/2020	<p>● 1462 Hearing held on 11/20/2020. (RE: related document(s)1214 Motion for partial summary judgment on proof of claim(s) 190 and 191 of UBS Securities LLC and UBS AG, London Branch filed by Debtor Highland Capital Management, L.P., (RE: Related document(s) 928 Objection to claim filed by Debtor Highland Capital Management, L.P.,) (Appearances: R. Feinstein and J. Pomeranz for Debtor; T. Mascherin, M. Hankin, and M. Platt for Crusader Funds; A. Clubok K. Posin and S. Tomkowiak for UBS. Motion granted as announced on the record. Counsel to submit an Order and Judgment.) (Edmond, Michael) (Entered: 11/23/2020)</p>
11/20/2020	<p>● 1463 Hearing held on 11/20/2020. (RE: related document(s)1215 Redeemer Committee of the Highland Crusader Fund and the Crusader Funds' Motion for partial summary judgment on proof of claim(s) 190 and 191 of UBS AG, London Branch and UBS Securities LLC filed by Interested Party Redeemer Committee of the Highland Crusader Fun and the Crusader's Funds' (Attachments: # 1 Proposed Order) (RE: Related document(s) 933 Objection to claim filed by Interested Party Redeemer Committee of the Highland Crusader Fund). (Appearances: R. Feinstein and J. Pomeranz for Debtor; T. Mascherin, M. Hankin, and M. Platt for Crusader Funds; A. Clubok K. Posin and S. Tomkowiak for UBS. Motion granted as announced on the record. Counsel to submit an Order and Judgment.) (Edmond, Michael) (Entered: 11/23/2020)</p>
11/20/2020	<p>● 1464 Hearing held on 11/20/2020. (RE: related document(s)1338 Motion to allow claims (Motion for Temporary Allowance of Claims for voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018) filed by Interested Parties UBS AG London Branch, UBS Securities LLC.,) (Appearances: R. Feinstein and J. Pomeranz for Debtor; T. Mascherin, M. Hankin, and M. Platt for Crusader Funds; A. Clubok K. Posin and S. Tomkowiak for UBS. Motion granted as follows: UBS shall have a voting claim estimated at \$94.76 million. Counsel for UBS to submit an Order.) (Edmond, Michael) (Entered: 11/23/2020)</p>
11/23/2020	<p>● 1458 (1 pg) Clerk's correspondence requesting Amended designation from attorney for creditor. (RE: related document(s)1456 Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. , Statement of issues on appeal, filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1369 Amended notice of appeal). Appellee designation due by 12/4/2020.) Responses due by 11/25/2020. (Blanco, J.)</p>
11/23/2020	<p>● 1459 (8 pgs) Reply to (related document(s): 1447 Response filed by Interested Party James Dondero) (<i>Debtor's Reply in Support of the Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreements</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
11/23/2020	<p>● 1460 (2 pgs) Withdrawal filed by Interested Party James Dondero (RE: related document(s)1447 Response). (Assink, Bryan)</p>
11/23/2020	<p>● 1461 (4 pgs) Objection to (related document(s): 1443 Motion for expedited hearing(related documents 1439 Motion for leave) (<i>Request for Emergency Hearing on James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Co filed by Interested Party James Dondero</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
11/23/2020	<p>● 1465 (4 pgs) Reply to (related document(s): 1461 Objection filed by Debtor Highland Capital Management, L.P.) filed by Interested Party James Dondero. (Assink, Bryan)</p>
11/23/2020	<p>● 1466 (6 pgs) Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. , Statement of issues on appeal, filed by Interested Party James Dondero (RE: related document(s)1347 Notice of appeal). Appellee designation due by 12/7/2020. (Assink, Bryan)</p>

11/23/2020	<p>● 1467 (2 pgs) Notice of hearing filed by Interested Party James Dondero (RE: related document(s)1439 Motion for leave (<i>James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Course of Business</i>) Filed by Interested Party James Dondero (Attachments: # 1 Proposed Order)). Hearing to be held on 12/16/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1439, (Assink, Bryan)</p>
11/23/2020	<p>● 1468 (15 pgs) Certificate of service re: <i>re: 1) WebEx Meeting Invitation to participate electronically in the hearing on Tuesday, November 20, 2020 at 9:30 a.m. Central Time before the Honorable Stacey G. Jernigan; 2) Instructions for any counsel and parties who wish to participate in the Hearing; and 3) Debtors Witness and Exhibit List for November 20, 2020 Hearing on Motions for Partial Summary Judgment on the UBS Claim and Motion for Temporary Allowance of the UBS Claim</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1413 Witness and Exhibit List (<i>Debtor's Witness and Exhibit List for November 20, 2020 Hearing on Motions for Partial Summary Judgment on the UBS Claim and Motion for Temporary Allowance of the UBS Claim</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1214 Motion for summary judgment, 1215 Motion for summary judgment, 1338 Motion to allow claims(<i>Motion for Temporary Allowance of Claims for voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018</i>)). (Attachments: # 1 Exhibit 30) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/23/2020	<p>● 1469 (7 pgs) Certificate of service re: <i>1) Motion of the Debtor Pursuant to 11 U.S.C. §§ 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreements; and 2) Debtors Motion for an Expedited Hearing on the Motion of the Debtor Pursuant to 11 U.S.C. §§ 105(a) and 363(b) for Authority to Enter Into Sub-Servicer Agreement</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1424 Motion for leave (<i>Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreements</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) filed by Debtor Highland Capital Management, L.P., 1425 Motion for expedited hearing(related documents 1424 Motion for leave) (<i>Debtor's Motion for an Expedited Hearing on the Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreement</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/23/2020	<p>● 1470 (22 pgs) Certificate of service re: <i>Documents Served on November 19, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1434 Notice of hearing (<i>Notice of Hearing on Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreements</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1424 Motion for leave (<i>Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreements</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1424, filed by Debtor Highland Capital Management, L.P., 1435 Stipulation by Highland Capital Management, L.P. and MCS Capital, LLC. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1166 Assignment/Transfer of claim (Claims Agent)). filed by Debtor Highland Capital Management, L.P., 1436 Order granting motion for expedited hearing (Related Doc1425)(document set for hearing: 1424 Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreements) Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1424, Entered on 11/19/2020. (Okafor, M.), 1437 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on November 20, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/23/2020	<p>● 1478 Hearing held on 11/23/2020. (RE: related document(s)1424 Motion for leave (Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreements) filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz and G. Demo for Debtor; M. Clemente for UCC; J. Kathman for P. Daugherty; B. Assink for J. Dondero. Nonevidentiary hearing. Court heard report of various amendments that have been negotiated. Motion granted. Counsel to upload order.) (Edmond, Michael) (Entered: 11/24/2020)</p>
11/23/2020	<p>● 1479 Hearing held on 11/23/2020. (RE: related document(s)1473 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement, 1289 Disclosure statement, 1384 Disclosure statement, 1453 Disclosure statement).)</p>

	(Appearances: J. Pomeranz and G. Demo for Debtor; M. Clemente for UCC; J. Kathman for P. Daugherty; B. Assink for J. Dondero. Nonevidentiary hearing. Court heard report of various amendments that have been negotiated. Disclosure Statement approved as adequate. Confirmation hearing will be held 1/13/21 at 9:30 am and continuing on 1/14/21 at 9:30 (if necessary). Counsel to upload order.) (Edmond, Michael) (Entered: 11/24/2020)
11/23/2020	<p>● 1480 Hearing held on 11/23/2020. (RE: related document(s) 1108 Motion for leave (Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P., (Appearances: J. Pomeranz and G. Demo for Debtor; M. Clemente for UCC; J. Kathman for P. Daugherty; B. Assink for J. Dondero. Nonevidentiary hearing. Court heard report of various amendments that have been negotiated. Motion granted. Confirmation hearing will be held 1/13/21 at 9:30 am and continuing on 1/14/21 at 9:30 (if necessary). Counsel to upload order.) (Edmond, Michael) (Entered: 11/24/2020)</p>
11/24/2020	<p>● 1471 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s) 1154 Motion for leave <i>to Amend Certain Proofs of Claim</i> Filed by Creditor The Dugaboy Investment Trust Objections due by 10/30/2020. (Attachments: # 1 Proposed Order)) Responses due by 12/8/2020. (Ecker, C.)</p>
11/24/2020	<p>● 1472 (66 pgs) Amended chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 944 Chapter 11 plan, 1079 Chapter 11 plan, 1287 Chapter 11 plan, 1383 Chapter 11 plan, 1450 Chapter 11 plan). (Annable, Zachery)</p>
11/24/2020	<p>● 1473 (178 pgs) Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 945 Disclosure statement, 1080 Disclosure statement, 1289 Disclosure statement, 1384 Disclosure statement, 1453 Disclosure statement). (Annable, Zachery)</p>
11/24/2020	<p>● 1474 (3 pgs) Order Granting Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018 Filed by Creditor Patrick Daugherty (related document # 1281) Entered on 11/24/2020. (Okafor, M.)</p>
11/24/2020	<p>● 1475 (2 pgs) Order Granting Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreements (related document # 1424) Entered on 11/24/2020. (Okafor, M.)</p>
11/24/2020	<p>● 1476 (67 pgs) Order approving disclosure statement and setting hearing on confirmation of plan (RE: related document(s) 1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P. and 1473 Amended disclosure statement filed by Debtor Highland Capital Management, L.P.). Confirmation hearing to be held on 1/13/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Last day to Object to Confirmation 1/5/2021. Ballots due 1/5/2021. Entered on 11/24/2020 (Okafor, M.)</p>
11/24/2020	<p>● 1477 (7 pgs) Order approving stipulation resolving proof of claim no. 148 filed by Lynn Pinker Cox & Hurst, LLP (RE: related document(s) 1435 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 11/24/2020 (Okafor, M.)</p>
11/25/2020	<p>● 1481 (1 pg) Clerk's correspondence requesting Amended designation from attorney for creditor. (RE: related document(s) 1466 Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. , Statement of issues on appeal, filed by Interested Party James Dondero (RE: related document(s) 1347 Notice of appeal). Appellee designation due by 12/7/2020.) Responses due by 12/2/2020. (Blanco, J.)</p>
11/25/2020	<p>● 1482 (223 pgs) Transcript regarding Hearing Held 11/20/2020 (223 pages) RE: Motions for Partial Summary Judgment; Motion to Allow Claims for Voting Purposes. THIS TRANSCRIPT WILL BE MADE</p>

	<p>ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 02/23/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 1462 Hearing held on 11/20/2020. (RE: related document(s) 1214 Motion for partial summary judgment on proof of claim(s) 190 and 191 of UBS Securities LLC and UBS AG, London Branch filed by Debtor Highland Capital Management, L.P., (RE: Related document(s) 928 Objection to claim filed by Debtor Highland Capital Management, L.P.,) (Appearances: R. Feinstein and J. Pomeranz for Debtor; T. Mascherin, M. Hankin, and M. Platt for Crusader Funds; A. Clubok K. Posin and S. Tomkowiak for UBS. Motion granted as announced on the record. Counsel to submit an Order and Judgment.), 1463 Hearing held on 11/20/2020. (RE: related document(s) 1215 Redeemer Committee of the Highland Crusader Fund and the Crusader Funds' Motion for partial summary judgment on proof of claim(s) 190 and 191 of UBS AG, London Branch and UBS Securities LLC filed by Interested Party Redeemer Committee of the Highland Crusader Fun and the Crusader's Funds' (Attachments: # 1 Proposed Order) (RE: Related document(s) 933 Objection to claim filed by Interested Party Redeemer Committee of the Highland Crusader Fund). (Appearances: R. Feinstein and J. Pomeranz for Debtor; T. Mascherin, M. Hankin, and M. Platt for Crusader Funds; A. Clubok K. Posin and S. Tomkowiak for UBS. Motion granted as announced on the record. Counsel to submit an Order and Judgment.), 1464 Hearing held on 11/20/2020. (RE: related document(s) 1338 Motion to allow claims (Motion for Temporary Allowance of Claims for voting Purposes Pursuant to Federal Rule of Bankruptcy Procedure 3018) filed by Interested Parties UBS AG London Branch, UBS Securities LLC.,) (Appearances: R. Feinstein and J. Pomeranz for Debtor; T. Mascherin, M. Hankin, and M. Platt for Crusader Funds; A. Clubok K. Posin and S. Tomkowiak for UBS. Motion granted as follows: UBS shall have a voting claim estimated at \$94.76 million. Counsel for UBS to submit an Order.)). Transcript to be made available to the public on 02/23/2021. (Rehling, Kathy)</p>
11/25/2020	<p>1483 (168 pgs; 9 docs) Application for compensation <i>Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through October 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 10/16/2019 to 10/31/2020, Fee: \$599,126.60, Expenses: \$11,433.73. Filed by Attorney Holland N. O'Neil Objections due by 12/16/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B/Proposed Order # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H) (O'Neil, Holland)</p>
11/25/2020	<p>1484 (10 pgs) Amended appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. , Statement of issues on appeal, filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 1456 Appellant designation, Statement of issues on appeal). (Sosland, Martin)</p>
11/25/2020	<p>1485 (5 pgs) Joint Motion to continue hearing on (related documents 1207 Motion to allow claims) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
11/26/2020	<p>1486 (11 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 1474 Order Granting Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018 Filed by Creditor Patrick Daugherty (related document 1281) Entered on 11/24/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 11/26/2020. (Admin.)</p>
11/26/2020	<p>1487 (15 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 1477 Order approving stipulation resolving proof of claim no. 148 filed by Lynn Pinker Cox & Hurst, LLP (RE: related document(s) 1435 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 11/24/2020 (Okafor, M.)) No. of Notices: 1. Notice Date 11/26/2020. (Admin.)</p>
11/27/2020	<p>1488 (5 pgs) Certificate of service re: <i>Thirteenth Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from October 1, 2020 through October 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1449 Amended application for compensation <i>Thirteenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from October 1, 2020 through October 31, 2020 (amended solely to include Exhibit A)</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/1/2020 to 10/31/2020, Fee: \$1,119,675.50, Expenses: \$19,132.28. Filed by Attorney Jeffrey Nathan</p>

	Pomerantz Objections due by 12/11/2020. Filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
11/30/2020	1489 (2 pgs) Order granting motion to continue hearing on (related document # 1485) (related documents Motion to allow claims of <i>HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan</i>) Hearing to be held on 12/10/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1207 , Entered on 11/30/2020. (Ecker, C.)
11/30/2020	1490 (47 pgs) Application for compensation <i>Sidley Austin LLP's Twelfth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/1/2020 to 10/31/2020, Fee: \$537,841.80, Expenses: \$3,125.47. Filed by Objections due by 12/21/2020. (Hoffman, Juliana)
11/30/2020	1491 (342 pgs; 2 docs) Motion for relief from stay Fee amount \$181, Filed by Creditor Patrick Daugherty Objections due by 12/14/2020. (Attachments: # 1 Exhibit Declaration of Patrick Daugherty in Support of Motion to Lift the Automatic Stay) (Kathman, Jason)
12/01/2020	1492 (1 pg) Clerk's correspondence requesting exhibits from attorney for plaintiff. (RE: related document(s) 1484 Amended appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. , Statement of issues on appeal, filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 1456 Appellant designation, Statement of issues on appeal).) Responses due by 12/14/2020. (Blanco, J.)
12/01/2020	1493 (9 pgs) Debtor-in-possession monthly operating report for filing period October 1, 2020 to October 31, 2020 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
12/01/2020	1494 (184 pgs; 2 docs) Notice of hearing on <i>Daugherty's Motion to Lift the Automatic Stay</i> filed by Creditor Patrick Daugherty (RE: related document(s) 1491 Motion for relief from stay Fee amount \$181, Filed by Creditor Patrick Daugherty Objections due by 12/14/2020. (Attachments: # 1 Exhibit Declaration of Patrick Daugherty in Support of Motion to Lift the Automatic Stay)). Preliminary hearing to be held on 12/17/2020 at 01:30 PM at Dallas Judge Jernigan Ctrm. (Attachments: # 1 Creditor Matrix) (Kathman, Jason)
12/01/2020	1495 (11 pgs) Certificate of service re: 1) <i>Debtor's Reply in Support of the Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreements</i> ; and 2) <i>Debtors Objection to Request for Emergency Hearing Filed by James Dondero [Docket No. 1443]</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1459 Reply to (related document(s): 1447 Response filed by Interested Party James Dondero) (<i>Debtor's Reply in Support of the Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreements</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 1461 Objection to (related document(s): 1443 Motion for expedited hearing(related documents 1439 Motion for leave) (<i>Request for Emergency Hearing on James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Co filed by Interested Party James Dondero</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
12/01/2020	1496 (18 pgs) Certificate of service re: 1) <i>Order Granting Patrick Hagaman Daughertys Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018</i> ; 2) <i>Pursuant to 11 U.S.C. §§ 105(a) and 363(b) for Authority to Enter Into Sub-Servicer Agreements</i> ; and 3) <i>Order Approving Stipulation Resolving Proof of Claim No. 148 Filed by Lynn Pinker Cox & Hurst, LLP</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1474 Order Granting Motion for Temporary Allowance of Claim for Voting Purposes Pursuant to Bankruptcy Rule 3018 Filed by Creditor Patrick Daugherty (related document 1281) Entered on 11/24/2020. (Okafor, M.), 1475 Order Granting Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreements (related document 1424) Entered on 11/24/2020. (Okafor, M.), 1477 Order approving stipulation resolving proof of claim no. 148 filed by Lynn Pinker Cox & Hurst, LLP (RE: related

	document(s) 1435 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 11/24/2020 (Okafor, M.)). (Kass, Albert)
12/01/2020	1497 (6 pgs) Amended appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. , Statement of issues on appeal, filed by Interested Party James Dondero (RE: related document(s) 1466 Appellant designation, Statement of issues on appeal). (Assink, Bryan)
12/02/2020	Receipt of filing fee for Motion for relief from stay(19-34054-sgj11) [motion,mrlfsty] (181.00). Receipt number 28309234, amount \$ 181.00 (re: Doc# 1491). (U.S. Treasury)
12/02/2020	1498 (2 pgs) Notice of hearing filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP (RE: related document(s) 1483 Application for compensation <i>Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through October 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 10/16/2019 to 10/31/2020, Fee: \$599,126.60, Expenses: \$11,433.73. Filed by Attorney Holland N. O'Neil Objections due by 12/16/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B/Proposed Order # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H) (O'Neil, Holland)). Hearing to be held on 1/6/2021 at 02:30 PM Dallas Judge Jernigan Ctrm for 1483 , (O'Neil, Holland)
12/02/2020	1499 (13 pgs) Certificate of service re: 1) <i>Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 Through October 31, 2020</i> ; and 2) <i>Joint Motion to Continue Hearing</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1483 Application for compensation <i>Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through October 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 10/16/2019 to 10/31/2020, Fee: \$599,126.60, Expenses: \$11,433.73. Filed by Attorney Holland N. O'Neil Objections due by 12/16/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B/Proposed Order # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H) (O'Neil, Holland) filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 1485 Joint Motion to continue hearing on (related documents 1207 Motion to allow claims) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
12/03/2020	1500 (2 pgs; 2 docs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Katten Muchin Rosenman LLP (Claim No. 26, Amount \$16,695.00) To Cedar Glade LP. Filed by Creditor Cedar Glade LP. (Attachments: # 1 Evidence of Transfer) (Tanabe, Kesha)
12/03/2020	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28312406, amount \$ 26.00 (re: Doc# 1500). (U.S. Treasury)
12/03/2020	1501 (1 pg) Request for transcript regarding a hearing held on 11/23/2020. The requested turn-around time is hourly. (Edmond, Michael)
12/03/2020	1502 (2 pgs) Stipulation by James Dondero and Highland Capital Management, L.P.. filed by Interested Party James Dondero (RE: related document(s) 1179 Objection to claim). (Assink, Bryan)
12/03/2020	1503 (52 pgs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from October 1, 2020 through October 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.), 853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). (Annable, Zachery)

12/03/2020	<p>● 1504 (3 pgs) Certificate of service re: Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from October 1, 2020 through October 31, 2020 filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1503 Notice (generic)). (Annable, Zachery)</p>
12/03/2020	<p>● 1505 (4 pgs) Certificate of service re: <i>Debtor's Notice of Affidavit of Publication of the Notice of (I) Entry of Order Approving Disclosure Statement; (II) Hearing to Confirm Plan; and (III) Related Important Dates in the New York Times</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1476 Order approving disclosure statement and setting hearing on confirmation of plan (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P. and 1473 Amended disclosure statement filed by Debtor Highland Capital Management, L.P.). Confirmation hearing to be held on 1/13/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Last day to Object to Confirmation 1/5/2021. Ballots due 1/5/2021. Entered on 11/24/2020 (Okafor, M.)). (Kass, Albert)</p>
12/03/2020	<p>● 1506 (15 pgs) Certificate of service re: <i>1) Order Granting Joint Motion to Continue Hearing; and 2) Twelfth Monthly Application of Sidley Austin for Allowance of Compensation and Reimbursement of Expenses for the Period from October 1, 2020 to and Including October 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1489 Order granting motion to continue hearing on (related document 1485) (related documents Motion to allow claims of HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan) Hearing to be held on 12/10/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1207, Entered on 11/30/2020. (Ecker, C.), 1490 Application for compensation Sidley Austin LLP's Twelfth Monthly Application for Compensation and Reimbursement of Expenses for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/1/2020 to 10/31/2020, Fee: \$537,841.80, Expenses: \$3,125.47. Filed by Objections due by 12/21/2020. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
12/03/2020	<p>● 1507 (42 pgs) Transcript regarding Hearing Held 11/23/2020 (42 pages) RE: Disclosure Statement Hearing; Motion to Enter into Sub-Servicer Agreements; Motion for Order Shortening Time. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 03/3/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 1478 Hearing held on 11/23/2020. (RE: related document(s)1424 Motion for leave (Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) for Authority to Enter into Sub-Servicer Agreements) filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz and G. Demo for Debtor; M. Clemente for UCC; J. Kathman for P. Daugherty; B. Assink for J. Dondero. Nonevidentiary hearing. Court heard report of various amendments that have been negotiated. Motion granted. Counsel to upload order.), 1479 Hearing held on 11/23/2020. (RE: related document(s)1473 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement, 1289 Disclosure statement, 1384 Disclosure statement, 1453 Disclosure statement).) (Appearances: J. Pomeranz and G. Demo for Debtor; M. Clemente for UCC; J. Kathman for P. Daugherty; B. Assink for J. Dondero. Nonevidentiary hearing. Court heard report of various amendments that have been negotiated. Disclosure Statement approved as adequate. Confirmation hearing will be held 1/13/21 at 9:30 am and continuing on 1/14/21 at 9:30 (if necessary). Counsel to upload order.), 1480 Hearing held on 11/23/2020. (RE: related document(s)1108 Motion for leave (Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P., (Appearances: J. Pomeranz and G. Demo for Debtor; M. Clemente for UCC; J. Kathman for P. Daugherty; B. Assink for J. Dondero. Nonevidentiary hearing. Court heard report of various amendments that have been negotiated. Motion granted. Confirmation hearing will be held 1/13/21 at 9:30 am and continuing on 1/14/21 at 9:30 (if necessary). Counsel to upload order.)). Transcript to be made available to the public on 03/3/2021. (Rehling, Kathy)</p>
12/03/2020	<p>● 1883 (5 pgs) INCORRECT ENTRY - Agreed Notice of voluntary dismissal of appeals filed by Allied World Assurance Company (RE: related document(s)1347 Notice of appeal . Fee Amount \$298 filed by</p>

	Interested Party James Dondero (RE: related document(s) 1302 Order on motion to compromise controversy). Appellant Designation due by 11/23/2020. (Attachments: # 1 Order)). (Blanco, J.) Modified on 2/2/2021 (Blanco, J.). (Entered: 02/02/2021)
12/04/2020	1508 (3 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Daniel Sheehan & Associates, PLLC (Claim No. 47, Amount \$32,433.75) To Fair Harbor Capital, LLC. Filed by Creditor Fair Harbor Capital, LLC. (Knox, Victor)
12/04/2020	1509 (3 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Vengroff Williams Inc (American Arbitration Assoc (Claim No. 33, Amount \$12,911.80) To Fair Harbor Capital, LLC. Filed by Creditor Fair Harbor Capital, LLC. (Knox, Victor)
12/04/2020	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28315512, amount \$ 26.00 (re: Doc# 1508). (U.S. Treasury)
12/04/2020	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28315512, amount \$ 26.00 (re: Doc# 1509). (U.S. Treasury)
12/04/2020	1510 (4 pgs) Order approving stipulation and agreed order authorizing withdrawal of proofs of claim 138 and 188 (RE: related document(s) 1502 Stipulation filed by Interested Party James Dondero). Entered on 12/4/2020 (Ecker, C.)
12/04/2020	1511 (3 pgs) Certificate of service re: <i>(Supplemental) Documents Served on October 28, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1300 Notice of hearing (<i>Notice of Continued Hearing on Disclosure Statement for the Second Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1289 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 945 Disclosure statement, 1080 Disclosure statement)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1289 , filed by Debtor Highland Capital Management, L.P., 1309 Amended Notice of hearing (<i>Second Amended Notice of Hearing</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1108 Motion for leave (<i>Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice</i>) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1108 , filed by Debtor Highland Capital Management, L.P., 1322 Certificate of service re: <i>Documents Served on October 28, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1300 Notice of hearing (<i>Notice of Continued Hearing on Disclosure Statement for the Second Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1289 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 945 Disclosure statement, 1080 Disclosure statement)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1289 , filed by Debtor Highland Capital Management, L.P., 1301 Order approving stipulation resolving Proof of Claim No. 86 of NWCC, LLC (RE: related document(s) 1264 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 10/28/2020 (Okafor, M.), 1302 Order granting motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). Filed by Debtor Highland Capital Management, L.P. (related document 1087) Entered on 10/28/2020. (Okafor, M.), 1309 Amended Notice of hearing (<i>Second Amended Notice of Hearing</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1108 Motion for leave (<i>Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice</i>) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed

	by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1108 , filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)
12/07/2020	1512 (3 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Foley Gardere, Foley Lardner LLP To Hain Capital Investors Master Fund, Ltd. Filed by Creditor Hain Capital Group, LLC. (Rapoport, Amanda)
12/07/2020	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trelmagt] (26.00). Receipt number 28320856, amount \$ 26.00 (re: Doc# 1512). (U.S. Treasury)
12/07/2020	1513 (26 pgs) Application for compensation <i>Twelfth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 10/1/2020 to 10/31/2020, Fee: \$196,216.20, Expenses: \$264.23. Filed by Attorney Juliana Hoffman Objections due by 12/28/2020. (Hoffman, Juliana)
12/07/2020	1514 (15 pgs; 2 docs) Adversary case 20-03190. Complaint by Highland Capital Management, L.P. against James D. Dondero. Fee Amount \$350 (Attachments: # 1 Adversary Cover Sheet). Nature(s) of suit: 72 (Injunctive relief - other). (Annable, Zachery)
12/07/2020	1515 (6 pgs) Amended appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Party James Dondero (RE: related document(s) 1466 Appellant designation, Statement of issues on appeal, 1497 Appellant designation, Statement of issues on appeal). (Assink, Bryan)
12/07/2020	1516 (3 pgs) Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1347 Notice of appeal, Modified LINKAGE AND TEXT on 3/12/2021 (Blanco, J.).
12/07/2020	1517 (5 pgs) Appellee designation of contents for inclusion in record of appeal filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. (RE: related document(s) 1347 Notice of appeal). (Chiarello, Annmarie)
12/08/2020	1518 (4 pgs) Order temporarily granting UBS' motion to allow claim number(s) (related document # 1338) Entered on 12/8/2020. (Ecker, C.)
12/08/2020	1519 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s) 1280 Motion for leave to <i>Amend Proof of Claim No. 77</i> Filed by Creditor Patrick Daugherty Objections due by 11/16/2020. (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Second Amended Proof of Claim)) Responses due by 12/22/2020. (Ecker, C.)
12/08/2020	1520 (37 pgs; 2 docs) Application for compensation (<i>Ninth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from August 1, 2020 through August 31, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 8/1/2020 to 12/31/2020, Fee: \$27,465.00, Expenses: \$859.43. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--August 2020 Invoice) (Annable, Zachery)
12/08/2020	1521 (102 pgs) Application for compensation <i>Fourteenth Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor for the Period from November 1, 2020 through November 30, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 11/1/2020 to 11/30/2020, Fee: \$759,428.00, Expenses: \$1,672.80. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 12/29/2020. (Pomerantz, Jeffrey)

12/08/2020	<p>● 1522 (26 pgs; 3 docs) INCORRECT EVENT: See # 1528 for correction. Motion to compel Temporary Restriction of Sales by Non-Debtors CLOs. Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (Attachments: # 1 Affidavit # 2 Proposed Order) (Varshosaz, Artoush) Modified on 12/9/2020 (Ecker, C.).</p>
12/08/2020	<p>● 1523 (6 pgs; 2 docs) Motion for expedited hearing(related documents 1528 Motion by Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund. filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., Interested Party Highland Fixed Income Fund, Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund. Modified linkage on 12/9/2020 (Ecker, C.).</p>
12/08/2020	<p>● 1528 (26 pgs) Motion for order imposing temporary restrictions on Debtor's ability, as portfolio manager , to initiate sales by non-debtor CLO Vehicles. Highland Capital Management Fund Advisors, L.P. , Highland Fixed Income Fund , NexPoint Advisors, L.P. , NexPoint Capital, Inc. , NexPoint Strategic Opportunities Fund . (Ecker, C.) (Entered: 12/09/2020)</p>
12/09/2020	<p>● 1524 (5 pgs) Joint Motion to continue hearing on (related documents 1207 Motion to allow claims) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
12/09/2020	<p>● 1525 (1 pg) Request for transcript regarding a hearing held on 1/9/2020. The requested turn-around time is hourly. (Edmond, Michael)</p>
12/09/2020	<p>● 1526 (9 pgs) Order granting partial summary judgment (related document # 1214) Entered on 12/9/2020. (Ecker, C.)</p>
12/09/2020	<p>● 1527 (2 pgs) Order granting joint motion to continue hearing on (related document # 1524) (related documents Motion to allow claims of <i>HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan</i>) Entered on 12/9/2020. (Ecker, C.)</p>
12/09/2020	<p>● 1529 (9 pgs) Certificate No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1179 Objection to claim). (Annable, Zachery)</p>
12/09/2020	<p>● 1530 (8 pgs) Motion to extend time to Time to File An Adversary Proceeding Against CLO Holdco, Ltd. (Agreed) (RE: related document(s)1168 Order (generic)) Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 12/30/2020. (Montgomery, Paige)</p>
12/09/2020	<p>● 1531 (32 pgs; 2 docs) Application for compensation (<i>Tenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from September 1, 2020 through September 30, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 9/1/2020 to 9/30/2020, Fee: \$25,075.00, Expenses: \$132.60. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A September 2020 Invoice) (Annable, Zachery)</p>
12/09/2020	<p>● 1532 (5 pgs) Notice (<i>Notice of Stipulation Resolving Proof of Claim No. 164 Filed by Berkeley Research Group, LLC</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
12/10/2020	<p>● 1533 (3 pgs) Order granting motion to amend proof of claim #77 and to file supporting documents under seal. (related document # 1280) Entered on 12/10/2020. (Ecker, C.)</p>
12/10/2020	<p>● 1534 (2 pgs) Order granting 1530 Motion to extend time. (Re: related document(s) 1530 Motion to extend time to Time to File An Adversary Proceeding Against CLO Holdco, Ltd. (Agreed) (RE: related</p>

	document(s) 1168 Order (generic)) Entered on 12/10/2020. (Ecker, C.)
12/10/2020	<p>● 1535 (3 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1207 Motion to allow claims of <i>HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan</i> Filed by Creditor HarbourVest et al Objections due by 11/9/2020. (Attachments: # 1 Proposed Order)). Hearing to be held on 1/4/2021 at 01:30 PM Dallas Judge Jernigan Ctrm for 1207, (Annable, Zachery)</p>
12/10/2020	<p>● 1536 (5 pgs) Stipulation by Highland Capital Management, L.P. and NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 906 Objection to claim). (Annable, Zachery)</p>
12/10/2020	<p>● 1537 (5 pgs) Order regarding objection to claim number(s) (RE: related document(s) 1179 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 12/10/2020 (Ecker, C.)</p>
12/10/2020	<p>● 1538 (8 pgs) Order approving stipulation resolving proof of claim #164 (RE: related document(s) 1532 Notice (generic) filed by Debtor Highland Capital Management, L.P.). Entered on 12/10/2020 (Ecker, C.)</p>
12/10/2020	<p>● 1539 (3 pgs) Notice of hearing on <i>Motion Imposing Restrictions on Debtor's Ability, as Portfolio Manager, to Initiate Sales by Non-Debtor CLO Vehicles</i> filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (RE: related document(s) 1528 Motion for order imposing temporary restrictions on Debtor's ability, as portfolio manager, to initiate sales by non-debtor CLO Vehicles. Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund. (Ecker, C.)). Hearing to be held on 12/16/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1528, (Varshosaz, Artoush)</p>
12/10/2020	<p>● 1540 (19 pgs) Certificate of service re: <i>Twelfth Monthly Application of FTI Consulting, Inc. for Allowance of Compensation and Reimbursement of Expenses for the Period from October 1, 2020 to and Including October 31, 2020; and 2) Appellees Counter-Designation of Record on Appeal</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1513 Application for compensation <i>Twelfth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 10/1/2020 to 10/31/2020, Fee: \$196,216.20, Expenses: \$264.23. Filed by Attorney Juliana Hoffman Objections due by 12/28/2020. filed by Financial Advisor FTI Consulting, Inc., 1516 Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1347 Notice of appeal, 1369 Amended notice of appeal). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
12/10/2020	<p>● 1541 (12 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 1518 Order temporarily granting UBS' motion to allow claim number(s) (related document 1338) Entered on 12/8/2020. (Ecker, C.)) No. of Notices: 2. Notice Date 12/10/2020. (Admin.)</p>
12/11/2020	<p>● 1542 (21 pgs; 6 docs) Support/supplemental document/<i>Supplement to the Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor</i> filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP (RE: related document(s) 1483 Application for compensation <i>Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through October 31, 2020</i> for Foley Ga). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Proposed Order /Exhibit E) (O'Neil, Holland)</p>
12/11/2020	<p>● 1543 (91 pgs) Transcript regarding Hearing Held 01/09/2020 (91 pages) RE: Motion to Compromise Controversy (#281). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 03/11/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling,</p>

	<p>kathyrehlingtranscripts@gmail.com, Telephone number 972-786-9065. (RE: related document(s) Hearing held on 1/9/2020. (RE: related document(s) 281 Motion to compromise controversy with Official Committee of Unsecured Creditors, filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomerantz, I. Kharasch, G. Demo, M. Hayward, and Z. Annabel for Debtor; M. Clemente, P. Reid and D. Tumi for Unsecured Creditors Committee; A. Chiarello and R. Patel for Asic; L. Lambert for UST; J. Bentley and J. Bain (both telephonically) for CLO and CDO Issuer Group; T. Mascherin and M. Hankin (telephonically) for Redeemer Committee; P. Maxcy (telephonically) for Jeffries. Evidentiary hearing. Motion granted. Counsel to upload appropriate form of order.)). Transcript to be made available to the public on 03/11/2021. (Rehling, Kathy)</p>
12/11/2020	<p>1544 (44 pgs) Application for compensation (<i>First Interim Application</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 7/1/2020 to 10/31/2020, Fee: \$206933.85, Expenses: \$546.52. Filed by Spec. Counsel Hunton Andrews Kurth LLP (Hesse, Gregory)</p>
12/11/2020	<p>1545 (88 pgs; 2 docs) Application for compensation (<i>Hayward & Associates PLLC's Third Interim Application for Compensation and Reimbursement of Expenses for the Period from July 1, 2020 through September 30, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 7/1/2020 to 9/30/2020, Fee: \$82,325.00, Expenses: \$1,972.63. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A Invoices for July, August, and September 2020) (Annable, Zachery)</p>
12/11/2020	<p>1546 (11 pgs) Objection to (related document(s): 1439 Motion for leave (<i>James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Course of Business</i>) filed by Interested Party James Dondero) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
12/11/2020	<p>1547 (403 pgs) Application for compensation <i>Third Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from August 1, 2020 through November 30, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 8/1/2020 to 11/30/2020, Fee: \$3,380,111.50, Expenses: \$31,940.33. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 1/4/2021. (Pomerantz, Jeffrey)</p>
12/11/2020	<p>1548 (3 pgs) Notice to take deposition of James P. Seery, Jr. filed by Interested Party James Dondero. (Assink, Bryan)</p>
12/11/2020	<p>1549 (3 pgs) Notice to take deposition of John Dubel filed by Interested Party James Dondero. (Assink, Bryan)</p>
12/11/2020	<p>1550 (3 pgs) Notice to take deposition of Russell Nelms filed by Interested Party James Dondero. (Assink, Bryan)</p>
12/11/2020	<p>1551 (5 pgs) Objection to (related document(s): 1439 Motion for leave (<i>James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Course of Business</i>) filed by Interested Party James Dondero) filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana)</p>
12/11/2020	<p>1552 (115 pgs; 3 docs) Application for compensation (<i>Consolidated Monthly and Second Interim Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period from July 1, 2020 through November 30, 2020</i>) for Wilmer Cutler Pickering Hale and Dorr LLP, Debtor's Attorney, Period: 7/1/2020 to 11/30/2020, Fee: \$709,256.22, Expenses: \$0.00. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP (Attachments: # 1 Exhibit A # 2 Exhibit B) (Annable, Zachery)</p>
12/11/2020	<p>1553 (6 pgs) Omnibus Notice of hearing (<i>Omnibus Notice of Hearing on Interim Applications for Compensation and Reimbursement of Expenses of Estate Professionals</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1410 Certificate Amended Certificate of No Objection filed by</p>

Financial Advisor FTI Consulting, Inc. (RE: related document(s) [1244](#) Application for compensation *Third Interim Application for Compensation and Reimbursement of Expenses* for FTI Consulting, Inc., Financial Advisor, Period: 6/1/2020 to 8/31/2020, Fee: \$886,615.45, Expenses: \$1,833.10., [1407](#) Certificate (generic)), [1416](#) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) [1296](#) Application for compensation *Sidley Austin LLP's Third Interim Application for Compensation and Reimbursement of Expenses* for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 6/1/2020 to 8/31/2020, Fee: \$1,86), [1483](#) Application for compensation *Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through October 31, 2020* for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 10/16/2019 to 10/31/2020, Fee: \$599,126.60, Expenses: \$11,433.73. Filed by Attorney Holland N. O'Neil Objections due by 12/16/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B/Proposed Order # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H) (O'Neil, Holland), [1542](#) Support/supplemental document/Supplement to the *Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor* filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP (RE: related document(s) [1483](#) Application for compensation *Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through October 31, 2020* for Foley Ga). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Proposed Order /Exhibit E) (O'Neil, Holland), [1544](#) Application for compensation (*First Interim Application*) for Hunton Andrews Kurth LLP, Special Counsel, Period: 7/1/2020 to 10/31/2020, Fee: \$206933.85, Expenses: \$546.52. Filed by Spec. Counsel Hunton Andrews Kurth LLP, [1545](#) Application for compensation (*Hayward & Associates PLLC's Third Interim Application for Compensation and Reimbursement of Expenses for the Period from July 1, 2020 through September 30, 2020*) for Hayward & Associates PLLC, Debtor's Attorney, Period: 7/1/2020 to 9/30/2020, Fee: \$82,325.00, Expenses: \$1,972.63. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A Invoices for July, August, and September 2020), [1547](#) Application for compensation *Third Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from August 1, 2020 through November 30, 2020* for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 8/1/2020 to 11/30/2020, Fee: \$3,380,111.50, Expenses: \$31,940.33. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 1/4/2021., [1552](#) Application for compensation (*Consolidated Monthly and Second Interim Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period from July 1, 2020 through November 30, 2020*) for Wilmer Cutler Pickering Hale and Dorr LLP, Debtor's Attorney, Period: 7/1/2020 to 11/30/2020, Fee: \$709,256.22, Expenses: \$0.00. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP (Attachments: # 1 Exhibit A # 2 Exhibit B)). Hearing to be held on 1/6/2021 at 02:30 PM Dallas Judge Jernigan Ctrm for [1483](#) and for [1544](#) and for [1545](#) and for [1547](#) and for [1552](#) and for [1410](#) and for [1416](#) and for [1542](#), (Annable, Zachery)

12/11/2020

[1554](#) (3 pgs) Notice to take deposition of Dustin Norris filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)

12/11/2020

[1555](#) (3 pgs) Notice to take deposition of James Dondero filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)

12/11/2020

[1556](#) (5 pgs) Certificate of service re: 1) *Ninth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from August 1, 2020 through August 31, 2020*; and 2) *Fourteenth Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor for the Period from November 1, 2020 through November 30, 2020* Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) [1520](#) Application for compensation (*Ninth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from August 1, 2020 through August 31, 2020*) for Hayward & Associates PLLC, Debtor's Attorney, Period: 8/1/2020 to 12/31/2020, Fee: \$27,465.00, Expenses: \$859.43. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--August 2020 Invoice) filed by Other Professional Hayward & Associates PLLC, [1521](#) Application for compensation *Fourteenth Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor for the Period from November 1, 2020 through November 30, 2020* for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 11/1/2020 to

	11/30/2020, Fee: \$759,428.00, Expenses: \$1,672.86. Filed by Attorney Jeffrey Nathaniel Pomerantz Objections due by 12/29/2020. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
12/11/2020	<p>● 1557 (28 pgs) Certificate of service re: <i>Documents Served on December 9, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1524 Joint Motion to continue hearing on (related documents 1207 Motion to allow claims) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 1526 Order granting partial summary judgment (related document 1214) Entered on 12/9/2020. (Ecker, C.), 1527 Order granting joint motion to continue hearing on (related document 1524) (related documents Motion to allow claims of <i>HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan</i>) Entered on 12/9/2020. (Ecker, C.), 1530 Motion to extend time to Time to File An Adversary Proceeding Against CLO Holdco, Ltd. (Agreed) (RE: related document(s) 1168 Order (generic)) Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 12/30/2020. filed by Creditor Committee Official Committee of Unsecured Creditors, 1531 Application for compensation (<i>Tenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from September 1, 2020 through September 30, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 9/1/2020 to 9/30/2020, Fee: \$25,075.00, Expenses: \$132.60. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A September 2020 Invoice) filed by Other Professional Hayward & Associates PLLC, 1532 Notice (<i>Notice of Stipulation Resolving Proof of Claim No. 164 Filed by Berkeley Research Group, LLC</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
12/11/2020	<p>● 1639 Hearing set (RE: related document(s) 1244 Application for compensation <i>Third Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 6/1/2020 to 8/31/2020, Fee: \$886,615.45, Expenses: \$1,833.10. Filed by Attorney Juliana Hoffman Objections due by 11/10/2020., 1296 Application for compensation <i>Sidley Austin LLP's Third Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 6/1/2020 to 8/31/2020, Fee: \$1,865,520.45, Expenses: \$18,678.47. Filed by Attorney Juliana Hoffman Objections due by 11/17/2020.) Hearing to be held on 1/6/2021 at 02:30 PM Dallas Judge Jernigan Ctrm for 1296 and for 1244, (Ellison, T.) (Entered: 12/29/2020)</p>
12/12/2020	<p>● 1558 (3 pgs) Notice to take deposition of James Dondero filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
12/13/2020	<p>● 1559 (8 pgs; 2 docs) WITHDRAWN per # 1622 Subpoena on Jean Paul Sevilla filed by Interested Party James Dondero. (Attachments: # 1 Ex. 1 - Sevilla Subpoena) (Assink, Bryan) Modified on 12/28/2020 (Ecker, C.).</p>
12/13/2020	<p>● 1560 (8 pgs; 2 docs) WITHDRAWN per # 1622 Subpoena on Russell Nelms filed by Interested Party James Dondero. (Attachments: # 1 Ex. 1 - Nelms Subpoena) (Assink, Bryan) Modified on 12/28/2020 (Ecker, C.).</p>
12/13/2020	<p>● 1561 (8 pgs; 2 docs) WITHDRAWN per # 1622 Subpoena on Fred Caruso filed by Interested Party James Dondero. (Attachments: # 1 Ex. 1 - Caruso Subpoena) (Assink, Bryan) Modified on 12/28/2020 (Ecker, C.).</p>
12/14/2020	<p>● 1562 (2 pgs) Order granting motion for expedited hearing (Related Doc# 1523)(document set for hearing: 1528 Generic motion) Hearing to be held on 12/16/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1528, Entered on 12/14/2020. (Ecker, C.)</p>
12/14/2020	<p>● 1563 (544 pgs; 9 docs) Witness and Exhibit List filed by Interested Party James Dondero (RE: related document(s) 1439 Motion for leave (<i>James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Course of Business</i>)).</p>

	(Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8) (Assink, Bryan)
12/14/2020	<p>● 1564 (10 pgs) Motion to quash (<i>Debtor's Emergency Motion to Quash Subpoena and for Entry of a Protective Order or, in the Alternative, for an Adjournment</i>) (related documents 1559 Subpoena filed by Interested Party James Dondero, 1560 Subpoena filed by Interested Party James Dondero, 1561 Subpoena filed by Interested Party James Dondero) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
12/14/2020	<p>● 1565 (10 pgs) Motion for protective order (<i>Debtor's Emergency Motion to Quash Subpoena and for Entry of a Protective Order or, in the Alternative, for an Adjournment</i>) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
12/14/2020	<p>● 1566 (3 pgs) Notice to take deposition of James P. Seery, Jr. filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund. (Varshosaz, Artoush)</p>
12/14/2020	<p>● 1567 (6 pgs) Motion for expedited hearing(related documents 1564 Motion to quash, 1565 Motion for protective order) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
12/14/2020	<p>● 1568 (8 pgs) Order approving stipulation and pre-trial schedule concerning Proof of Claim No. 146 filed by HCRE Partners, LLC (RE: related document(s)1536 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 12/14/2020 (Okafor, M.)</p>
12/14/2020	<p>● 1569 (16 pgs) Objection to (related document(s): 1491 Motion for relief from stay Fee amount \$181, filed by Creditor Patrick Daugherty) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
12/14/2020	<p>● 1570 (1472 pgs; 6 docs) Declaration re: (<i>Declaration of John A. Morris in Support of the Debtor's Objection to Patrick Daugherty's Motion to Lift the Automatic Stay</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1569 Objection). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E) (Annable, Zachery)</p>
12/14/2020	<p>● 1571 (6 pgs) Objection to (related document(s): 1564 Motion to quash (<i>Debtor's Emergency Motion to Quash Subpoena and for Entry of a Protective Order or, in the Alternative, for an Adjournment</i>) (related documents 1559 Subpoena filed by Interested Party James Dondero, 1560 Subpoena file filed by Debtor Highland Capital Management, L.P., 1565 Motion for protective order (<i>Debtor's Emergency Motion to Quash Subpoena and for Entry of a Protective Order or, in the Alternative, for an Adjournment</i>) filed by Debtor Highland Capital Management, L.P.) filed by Interested Party James Dondero. (Assink, Bryan)</p>
12/14/2020	<p>● 1572 (333 pgs; 7 docs) Witness and Exhibit List filed by Creditor Patrick Daugherty (RE: related document(s)1491 Motion for relief from stay Fee amount \$181,). (Attachments: # 1 Exhibit PHD-1 # 2 Exhibit PHD-2 # 3 Exhibit PHD-3 # 4 Exhibit PHD-4 # 5 Exhibit PHD-5 # 6 Exhibit PHD-6) (Kathman, Jason)</p>
12/14/2020	<p>● 1573 (12 pgs; 4 docs) Witness and Exhibit List filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Income Fund, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (RE: related document(s)1528 Motion by Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund.). (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit) (Varshosaz, Artoush)</p>
12/14/2020	<p>● 1574 (8 pgs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1439 Motion for leave (<i>James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Course of Business</i>), 1528</p>

	Motion by Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund.). (Annable, Zachery)
12/15/2020	<p>● 1575 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1564 Motion to quash (<i>Debtor's Emergency Motion to Quash Subpoena and for Entry of a Protective Order or, in the Alternative, for an Adjournment</i>) (related documents 1559 Subpoena filed by Interested Party James Dondero, 1560 Subpoena filed by Interested Party James Dondero, 1561 Subpoena filed by Interested Party James Dondero) Filed by Debtor Highland Capital Management, L.P., 1565 Motion for protective order (<i>Debtor's Emergency Motion to Quash Subpoena and for Entry of a Protective Order or, in the Alternative, for an Adjournment</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 12/16/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1564 and for 1565, (Annable, Zachery)</p>
12/15/2020	<p>● 1576 (2 pgs) Order granting motion for expedited hearing (Related Doc# 1567)(document set for hearing: 1564 Motion to quash, 1565 Motion for protective order) Hearing to be held on 12/16/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1564 and for 1565, Entered on 12/15/2020. (Okafor, M.)</p>
12/15/2020	<p>● 1577 (5 pgs) Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to October 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALS UTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Annable, Zachery)</p>
12/15/2020	<p>● 1578 (5084 pgs; 16 docs) Objection to (related document(s): 1528 Motion by Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund. filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., Interested Party Highland Fixed Income Fund, Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A-1 # 2 Exhibit A-2 # 3 Exhibit A-3 # 4 Exhibit B-1 # 5 Exhibit B-2 # 6 Exhibit B-3 # 7 Exhibit C (Part 1) # 8 Exhibit C (Part 2) # 9 Exhibit C (Part 3) # 10 Exhibit D (Part 1) # 11 Exhibit D (Part 2) # 12 Exhibit D (Part 3) # 13 Exhibit E # 14 Exhibit F # 15 Exhibit G) (Annable, Zachery)</p>
12/15/2020	<p>● 1579 (8 pgs) Amended Witness and Exhibit List (<i>Debtor's Amended Witness and Exhibit List with Respect to Evidentiary Hearing to Be Held on December 16, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1574 List (witness/exhibit/generic)). (Annable, Zachery)</p>
12/15/2020	<p>● 1580 (2 pgs) Objection to (related document(s): 1528 Motion by Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund. filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., Interested Party Highland Fixed Income Fund, Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund) filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana)</p>
12/15/2020	<p>● 1581 (2 pgs) INCORRECT ENTRY: See # 1580 for correction. Joinder to debtor's response to motion for order imposing temporary restrictions on debtor's ability to initial sales by non-debtor CLO vehicles filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 1578 Objection). (Ecker, C.) Modified on 12/16/2020 (Ecker, C.). (Entered: 12/16/2020)</p>
12/16/2020	<p>● 1582 (3 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 1 Transferors: CVE Technologies Group Inc. (Amount \$1,500.00) To Fair Harbor Capital, LLC. Filed by Creditor Fair Harbor Capital, LLC. (Knox, Victor)</p>

12/16/2020	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28347173, amount \$ 26.00 (re: Doc# 1582). (U.S. Treasury)
12/16/2020	● 1583 (14 pgs) Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 816 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. Objections due by 1/6/2021. (Annable, Zachery)
12/16/2020	● 1584 (3 pgs) Certificate No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1449 Amended application for compensation <i>Thirteenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from October 1, 2020 through October 31, 2020 (amended solely to include Exhibit A)</i> for Jeffrey Nathan Pomer). (Pomerantz, Jeffrey)
12/16/2020	● 1585 (1 pg) Court admitted exhibits date of hearing December 16, 2020 (RE: related document(s) 1528 Motion for order imposing temporary restrictions on Debtor's ability, as portfolio manager , to initiate sales by non-debtor CLO Vehicles. Highland Capital Management Fund Advisors, L.P. , Highland Fixed Income Fund , NexPoint Advisors, L.P. , NexPoint Capital, Inc. , NexPoint Strategic Opportunities Fund. (COURT ADMITTED EXHIBIT'S #A & #B BY JAMES WRIGHT) (Edmond, Michael)
12/16/2020	● 1586 (1 pg) Request for transcript regarding a hearing held on 12/16/2020. The requested turn-around time is hourly. (Edmond, Michael)
12/16/2020	● 1587 (12 pgs) Certificate of service re: Debtor's Motion for Entry of an Order Further Extending the Period Within Which It May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1583 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 816 Order on motion to extend/shorten time)). (Annable, Zachery)
12/16/2020	● 1588 (28 pgs) Certificate of service re: <i>Documents Served on December 10, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1534 Order granting 1530 Motion to extend time. (Re: related document(s) 1530 Motion to extend time to Time to File An Adversary Proceeding Against CLO Holdco, Ltd. (Agreed) (RE: related document(s) 1168 Order (generic))) Entered on 12/10/2020. (Ecker, C.), 1535 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1207 Motion to allow claims of <i>HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan</i> Filed by Creditor HarbourVest et al Objections due by 11/9/2020. (Attachments: # 1 Proposed Order)). Hearing to be held on 1/4/2021 at 01:30 PM Dallas Judge Jernigan Ctrm for 1207 , filed by Debtor Highland Capital Management, L.P., 1536 Stipulation by Highland Capital Management, L.P. and NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 906 Objection to claim). filed by Debtor Highland Capital Management, L.P., 1537 Order regarding objection to claim number(s) (RE: related document(s) 1179 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 12/10/2020 (Ecker, C.), 1538 Order approving stipulation resolving proof of claim #164 (RE: related document(s) 1532 Notice (generic) filed by Debtor Highland Capital Management, L.P.). Entered on 12/10/2020 (Ecker, C.)). (Kass, Albert)
12/16/2020	● 1589 (25 pgs) Certificate of service re: <i>Documents Served on or Before December 12, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1542 Support/supplemental document/ <i>Supplement to the Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor</i> filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP (RE: related document(s) 1483 Application for compensation <i>Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through October 31, 2020</i> for Foley Ga). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Proposed Order /Exhibit E) (O'Neil, Holland) filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 1544 Application for compensation (<i>First Interim Application</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period:

7/1/2020 to 10/31/2020, Fee: \$206,933.85, Expenses: \$546.52. Filed by Spec. Counsel Hunton Andrews Kurth LLP filed by Interested Party Hunton Andrews Kurth LLP, Spec. Counsel Hunton Andrews Kurth LLP, [1545](#) Application for compensation (*Hayward & Associates PLLC's Third Interim Application for Compensation and Reimbursement of Expenses for the Period from July 1, 2020 through September 30, 2020*) for Hayward & Associates PLLC, Debtor's Attorney, Period: 7/1/2020 to 9/30/2020, Fee: \$82,325.00, Expenses: \$1,972.63. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A Invoices for July, August, and September 2020) filed by Other Professional Hayward & Associates PLLC, [1546](#) Objection to (related document(s): [1439](#) Motion for leave (*James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Course of Business*) filed by Interested Party James Dondero) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., [1547](#) Application for compensation *Third Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from August 1, 2020 through November 30, 2020* for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 8/1/2020 to 11/30/2020, Fee: \$3,380,111.50, Expenses: \$31,940.33. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 1/4/2021. filed by Debtor Highland Capital Management, L.P., [1551](#) Objection to (related document(s): [1439](#) Motion for leave (*James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Course of Business*) filed by Interested Party James Dondero) filed by Creditor Committee Official Committee of Unsecured Creditors. filed by Creditor Committee Official Committee of Unsecured Creditors, [1552](#) Application for compensation (*Consolidated Monthly and Second Interim Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period from July 1, 2020 through November 30, 2020*) for Wilmer Cutler Pickering Hale and Dorr LLP, Debtor's Attorney, Period: 7/1/2020 to 11/30/2020, Fee: \$709,256.22, Expenses: \$0.00. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP, [1553](#) Omnibus Notice of hearing (*Omnibus Notice of Hearing on Interim Applications for Compensation and Reimbursement of Expenses of Estate Professionals*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[1410](#) Certificate Amended Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)[1244](#) Application for compensation *Third Interim Application for Compensation and Reimbursement of Expenses* for FTI Consulting, Inc., Financial Advisor, Period: 6/1/2020 to 8/31/2020, Fee: \$886,615.45, Expenses: \$1,833.10., [1407](#) Certificate (generic)), [1416](#) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)[1296](#) Application for compensation *Sidley Austin LLP's Third Interim Application for Compensation and Reimbursement of Expenses* for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 6/1/2020 to 8/31/2020, Fee: \$1,86), [1483](#) Application for compensation *Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through October 31, 2020* for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 10/16/2019 to 10/31/2020, Fee: \$599,126.60, Expenses: \$11,433.73. Filed by Attorney Holland N. O'Neil Objections due by 12/16/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B/Proposed Order # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H) (O'Neil, Holland), [1542](#) Support/supplemental document/*Supplement to the Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor* filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP (RE: related document(s)[1483](#) Application for compensation *Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through October 31, 2020* for Foley Ga). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Proposed Order /Exhibit E) (O'Neil, Holland), [1544](#) Application for compensation (*First Interim Application*) for Hunton Andrews Kurth LLP, Special Counsel, Period: 7/1/2020 to 10/31/2020, Fee: \$206,933.85, Expenses: \$546.52. Filed by Spec. Counsel Hunton Andrews Kurth LLP, [1545](#) Application for compensation (*Hayward & Associates PLLC's Third Interim Application for Compensation and Reimbursement of Expenses for the Period from July 1, 2020 through September 30, 2020*) for Hayward & Associates PLLC, Debtor's Attorney, Period: 7/1/2020 to 9/30/2020, Fee: \$82,325.00, Expenses: \$1,972.63. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A Invoices for July, August, and September 2020), [1547](#) Application for compensation *Third Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from August 1, 2020 through November 30, 2020* for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 8/1/2020 to 11/30/2020, Fee: \$3,380,111.50, Expenses: \$31,940.33. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 1/4/2021., [1552](#) Application for compensation (*Consolidated Monthly and Second*

	<p><i>Interim Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period from July 1, 2020 through November 30, 2020</i> for Wilmer Cutler Pickering Hale and Dorr LLP, Debtor's Attorney, Period: 7/1/2020 to 11/30/2020, Fee: \$709,256.22, Expenses: \$0.00. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP (Attachments: # 1 Exhibit A # 2 Exhibit B)). Hearing to be held on 1/6/2021 at 02:30 PM Dallas Judge Jernigan Ctrm for 1483 and for 1544 and for 1545 and for 1547 and for 1552 and for 1410 and for 1416 and for 1542, filed by Debtor Highland Capital Management, L.P., 1554 Notice to take deposition of Dustin Norris filed by Debtor Highland Capital Management, L.P., filed by Debtor Highland Capital Management, L.P., 1555 Notice to take deposition of James Dondero filed by Debtor Highland Capital Management, L.P., filed by Debtor Highland Capital Management, L.P., 1558 Notice to take deposition of James Dondero filed by Debtor Highland Capital Management, L.P., filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
12/16/2020	<p>1596 Hearing held on 12/16/2020. (RE: related document(s)1528 Motion for order imposing temporary restrictions on Debtor's ability, as portfolio manager , to initiate sales by non-debtor CLO Vehicles. Highland Capital Management Fund Advisors, L.P. , Highland Fixed Income Fund , NexPoint Advisors, L.P. , NexPoint Capital, Inc. , NexPoint Strategic Opportunities Fund) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; J. Wright for Movants; M. Clemente for UCC; R. Matsumura for HCLOF; J. Bain for CLO Issuers. Evidentiary hearing. Motion denied. Counsel to upload order.) (Edmond, Michael) (Entered: 12/18/2020)</p>
12/16/2020	<p>1597 Hearing held on 12/16/2020. (RE: related document(s)1564 Motion to quash (Debtor's Emergency Motion to Quash Subpoena and for Entry of a Protective Order or, in the Alternative, for an Adjournment) (related documents 1559 Subpoena filed by Interested Party James Dondero, 1560 Subpoena filed by Interested Party James Dondero, 1561 Subpoena filed by Interested Party James Dondero) Filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; M. Lynn and B. Assink for J. Dondero; M. Clemente for UCC. Nonevidentiary announcement of an agreement and, with agreement, Motion is moot and/or resolved. Counsel to upload agreed order.) (Edmond, Michael) (Entered: 12/18/2020)</p>
12/16/2020	<p>1598 Hearing held on 12/16/2020. (RE: related document(s)1565 Motion for protective order (Debtor's Emergency Motion to Quash Subpoena and for Entry of a Protective Order or, in the Alternative, for an Adjournment) filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; M. Lynn and B. Assink for J. Dondero; M. Clemente for UCC. Nonevidentiary announcement of an agreement and, with agreement, Motion is moot and/or resolved. Counsel to upload agreed order.) (Edmond, Michael) (Entered: 12/18/2020)</p>
12/16/2020	<p>1599 Hearing held on 12/16/2020. (RE: related document(s)1439 Motion for leave (James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Course of Business) filed by Interested Party James Dondero.) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; M. Lynn and B. Assink for J. Dondero; M. Clemente for UCC. Nonevidentiary announcement of an agreement and, with agreement, Movant will withdraw this order. Counsel to upload agreed order.) (Edmond, Michael) (Entered: 12/18/2020)</p>
12/17/2020	<p>1590 (55 pgs; 4 docs) Motion to pay (<i>Debtor's Motion Pursuant to the Protocols for Authority for Highland Multi Strategy Credit Fund, L.P. to Prepay Loan</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) (Annable, Zachery)</p>
12/17/2020	<p>1591 (3 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 1 Transferors: Bates White LLC (Amount \$90,855.70) To Argo Partners. Filed by Creditor Argo Partners. (Gold, Matthew)</p>
12/17/2020	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trelmagt] (26.00). Receipt number 28350580, amount \$ 26.00 (re: Doc# 1591). (U.S. Treasury)</p>
12/17/2020	<p>1592 (24 pgs) Certificate of service re: <i>Documents Served on or Before December 16, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1564 Motion to quash (<i>Debtor's</i></p>

Emergency Motion to Quash Subpoena and for Entry of a Protective Order or, in the Alternative, for an Adjournment) (related documents [1559](#) Subpoena filed by Interested Party James Dondero, [1560](#) Subpoena filed by Interested Party James Dondero, [1561](#) Subpoena filed by Interested Party James Dondero) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., [1565](#) Motion for protective order (*Debtor's Emergency Motion to Quash Subpoena and for Entry of a Protective Order or, in the Alternative, for an Adjournment*) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., [1567](#) Motion for expedited hearing(related documents [1564](#) Motion to quash, [1565](#) Motion for protective order) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., [1568](#) Order approving stipulation and pre-trial schedule concerning Proof of Claim No. 146 filed by HCRE Partners, LLC (RE: related document(s) [1536](#) Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 12/14/2020 (Okafor, M.), [1569](#) Objection to (related document(s): [1491](#) Motion for relief from stay Fee amount \$181, filed by Creditor Patrick Daugherty) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., [1570](#) Declaration re: (*Declaration of John A. Morris in Support of the Debtor's Objection to Patrick Daugherty's Motion to Lift the Automatic Stay*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) [1569](#) Objection). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E) filed by Debtor Highland Capital Management, L.P., [1574](#) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s) [1439](#) Motion for leave (*James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Course of Business*), [1528](#) Motion by Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund.). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)

12/17/2020

[1593](#) (20 pgs) Certificate of service re: *Documents Served on December 15, 2020* Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) [1575](#) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) [1564](#) Motion to quash (*Debtor's Emergency Motion to Quash Subpoena and for Entry of a Protective Order or, in the Alternative, for an Adjournment*) (related documents [1559](#) Subpoena filed by Interested Party James Dondero, [1560](#) Subpoena filed by Interested Party James Dondero, [1561](#) Subpoena filed by Interested Party James Dondero) Filed by Debtor Highland Capital Management, L.P., [1565](#) Motion for protective order (*Debtor's Emergency Motion to Quash Subpoena and for Entry of a Protective Order or, in the Alternative, for an Adjournment*) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 12/16/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for [1564](#) and for [1565](#), filed by Debtor Highland Capital Management, L.P., [1576](#) Order granting motion for expedited hearing (Related Doc [1567](#))(document set for hearing: [1564](#) Motion to quash, [1565](#) Motion for protective order) Hearing to be held on 12/16/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for [1564](#) and for [1565](#), Entered on 12/15/2020. (Okafor, M.), [1577](#) Notice (*Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to October 31, 2020*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) [176](#) ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALS UTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). filed by Debtor Highland Capital Management, L.P., [1578](#) Objection to (related document(s): [1528](#) Motion by Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund. filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., Interested Party Highland Fixed Income Fund, Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A-1 # 2 Exhibit A-2 # 3 Exhibit A-3 # 4 Exhibit B-1 # 5 Exhibit B-2 # 6 Exhibit B-3 # 7 Exhibit C (Part 1) # 8 Exhibit C (Part 2) # 9 Exhibit C (Part 3) # 10 Exhibit D (Part 1) # 11 Exhibit D (Part 2) # 12 Exhibit D (Part 3) # 13 Exhibit E # 14 Exhibit F # 15 Exhibit G) filed by Debtor Highland Capital Management, L.P., [1579](#) Amended Witness and Exhibit List (*Debtor's Amended Witness and Exhibit List with Respect to Evidentiary Hearing to Be Held on December 16, 2020*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) [1574](#) List (witness/exhibit/generic)). filed by Debtor Highland Capital Management, L.P., [1580](#) Objection to (related document(s): [1528](#) Motion by Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund. filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors,

	L.P., Interested Party Highland Fixed Income Fund, Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund) filed by Creditor Committee Official Committee of Unsecured Creditors. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)
12/17/2020	<p>● 1594 (11 pgs) Adversary case 20-03195. Complaint by Official Committee of Unsecured Creditors against CLO Holdco, Ltd., Charitable DAF Holdco, Ltd., Charitable DAF Fund, LP, Highland Dallas Foundation, Inc., The Dugaboy Investment Trust, Grant James Scott III, James D. Dondero. Fee Amount \$350. Nature(s) of suit: 13 (Recovery of money/property - 548 fraudulent transfer). 91 (Declaratory judgment). 72 (Injunctive relief - other). 02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)). (Montgomery, Paige)</p>
12/17/2020	<p>● 1600 Hearing held on 12/17/2020. (RE: related document(s)1491 Motion for relief from stay filed by Creditor Patrick Daugherty.) (Appearances: J. Kathman, J. Pomerantz and J. Morris for debtor. Motion denied.) (Edmond, Michael) (Entered: 12/18/2020)</p>
12/18/2020	<p>● 1595 (5 pgs) Notice of Appearance and Request for Notice <i>with Certificate of Service</i> by Douglas S. Draper filed by Get Good Trust, The Dugaboy Investment Trust. (Draper, Douglas)</p>
12/18/2020	<p>● 1601 (1 pg) Request for transcript regarding a hearing held on 12/17/2020. The requested turn-around time is daily. (Edmond, Michael)</p>
12/18/2020	<p>● 1602 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1590 Motion to pay (<i>Debtor's Motion Pursuant to the Protocols for Authority for Highland Multi Strategy Credit Fund, L.P. to Prepay Loan</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C)). Hearing to be held on 1/14/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1590, (Annable, Zachery)</p>
12/18/2020	<p>● 1603 (2 pgs) Order resolving motions and adjourning evidentiary hearing (RE: related document(s)1439 Motion for leave filed by Interested Party James Dondero). Hearing to be held on 1/4/2021 at 01:30 PM Dallas Judge Jernigan Ctrm for 1439, Entered on 12/18/2020 (Ecker, C.)</p>
12/18/2020	<p>● 1604 (2 pgs) Certificate of No Objection filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP (RE: related document(s)1483 Application for compensation <i>Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through October 31, 2020</i> for Foley Ga). (O'Neil, Holland)</p>
12/18/2020	<p>● 1605 (2 pgs) Order denying motion for order imposing temporary restrictions on Debtor's ability, as portfolio manager , to initiate sales by non-debtor CLO Vehicles (related document # 1528) Entered on 12/18/2020. (Okafor, M.)</p>
12/18/2020	<p>● 1606 (27 pgs; 4 docs) Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation) (Annable, Zachery)</p>
12/18/2020	<p>● 1607 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1439 Motion for leave (<i>James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Course of Business</i>) Filed by Interested Party James Dondero (Attachments: # 1 Proposed Order)). Hearing to be held on 1/4/2021 at 01:30 PM Dallas Judge Jernigan Ctrm for 1439, (Annable, Zachery)</p>

12/18/2020	<p>● 1608 (3 pgs) Certificate of service re: <i>(Supplemental) Documents Served on October 28, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1300 Notice of hearing <i>(Notice of Continued Hearing on Disclosure Statement for the Second Amended Plan of Reorganization of Highland Capital Management, L.P.)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1289 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1289, filed by Debtor Highland Capital Management, L.P., 1322 Certificate of service re: <i>Documents Served on October 28, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1300 Notice of hearing <i>(Notice of Continued Hearing on Disclosure Statement for the Second Amended Plan of Reorganization of Highland Capital Management, L.P.)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1289 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1289, filed by Debtor Highland Capital Management, L.P., 1301 Order approving stipulation resolving Proof of Claim No. 86 of NWCC, LLC (RE: related document(s)1264 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 10/28/2020 (Okafor, M.), 1302 Order granting motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). Filed by Debtor Highland Capital Management, L.P. (related document 1087) Entered on 10/28/2020. (Okafor, M.), 1309 Amended Notice of hearing <i>(Second Amended Notice of Hearing)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1108 Motion for leave <i>(Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice)</i> (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption)). Hearing to be held on 11/23/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 1108, filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
12/19/2020	<p>● 1609 (38 pgs) Transcript regarding Hearing Held 12/17/2020 (38 pages) RE: Motion for Relief from Stay (#1491). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 03/19/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 1600 Hearing held on 12/17/2020. (RE: related document(s)1491 Motion for relief from stay filed by Creditor Patrick Daugherty.) (Appearances: J. Kathman. J. Pomerantz and J. Morris for debtor. Motion denied.)). Transcript to be made available to the public on 03/19/2021. (Rehling, Kathy)</p>
12/19/2020	<p>● 1610 (66 pgs) Transcript regarding Hearing Held 12/16/2020 (66 pages) RE: Motions. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 03/19/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 1596 Hearing held on 12/16/2020. (RE: related document(s)1528 Motion for order imposing temporary restrictions on Debtor's ability, as portfolio manager, to initiate sales by non-debtor CLO Vehicles. Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; J. Wright for Movants; M. Clemente for UCC; R. Matsumura for HCLOF; J. Bain for CLO Issuers. Evidentiary hearing. Motion denied. Counsel to upload order.), 1597 Hearing held on 12/16/2020. (RE: related document(s)1564 Motion to quash (Debtor's Emergency Motion to Quash Subpoena and for Entry of a Protective Order or, in the Alternative, for an Adjournment) (related documents 1559 Subpoena filed by Interested Party James Dondero, 1560 Subpoena filed by Interested Party James Dondero, 1561 Subpoena filed by Interested Party James Dondero) Filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; M. Lynn and B. Assink for J. Dondero; M.</p>

	<p>Clemente for UCC. Nonevidentiary announcement of an agreement and, with agreement, Motion is moot and/or resolved. Counsel to upload agreed order.), 1598 Hearing held on 12/16/2020. (RE: related document(s)1565 Motion for protective order (Debtor's Emergency Motion to Quash Subpoena and for Entry of a Protective Order or, in the Alternative, for an Adjournment) filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; M. Lynn and B. Assink for J. Dondero; M. Clemente for UCC. Nonevidentiary announcement of an agreement and, with agreement, Motion is moot and/or resolved. Counsel to upload agreed order.), 1599 Hearing held on 12/16/2020. (RE: related document(s)1439 Motion for leave (James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Course of Business) filed by Interested Party James Dondero.) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; M. Lynn and B. Assink for J. Dondero; M. Clemente for UCC. Nonevidentiary announcement of an agreement and, with agreement, Movant will withdraw this order. Counsel to upload agreed order.)). Transcript to be made available to the public on 03/19/2021. (Rehling, Kathy)</p>
12/19/2020	<p>1611 (4 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)1340 Application for compensation <i>Eleventh Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 9/1/2020 to 9/30/2020, Fee: \$170,859.60, Expenses: \$806.60.). (Hoffman, Juliana)</p>
12/21/2020	<p>1612 (2 pgs) Order denying motion for relief from stay by Creditor Patrick Daugherty (related document # 1491) Entered on 12/21/2020. (Okafor, M.)</p>
12/21/2020	<p>1613 (20 pgs) Certificate of service re: <i>re: 1) Instructions for any counsel and parties who wish to participate in the Hearing; 2) Joinder of the Official Committee of Unsecured Creditors to Debtor's Response to Motion for Order Imposing Temporary Restrictions on Debtor's Ability, as Portfolio Manager, to Initiate Sales by Non-Debtor CLO Vehicles; and 3) Debtors Motion Pursuant to the Protocols for Authority for Highland and Multi</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1581 INCORRECT ENTRY: See 1580 for correction. Joinder to debtor's response to motion for order imposing temporary restrictions on debtor's ability to initial sales by non-debtor CLO vehicles filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)1578 Objection). (Ecker, C.) Modified on 12/16/2020 (Ecker, C.). filed by Creditor Committee Official Committee of Unsecured Creditors, 1590 Motion to pay (<i>Debtor's Motion Pursuant to the Protocols for Authority for Highland Multi Strategy Credit Fund, L.P. to Prepay Loan</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
12/22/2020	<p>1614 (5 pgs) Notice (<i>Notice of Stipulation Resolving Proof of Claim No. 99 Filed by Hunton Andrews Kurth LLP</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
12/22/2020	<p>1615 (4 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)1490 Application for compensation <i>Sidley Austin LLP's Twelfth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/1/2020 to 10/31/2020, Fee: \$). (Hoffman, Juliana)</p>
12/22/2020	<p>1616 (4 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)1283 Application for compensation <i>Eleventh Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 9/1/2020 to 9/30/2020, Fee: \$356,889.96, Expenses: □). (Hoffman, Juliana)</p>
12/23/2020	<p>1617 (8 pgs) Order approving stipulation resolving Proof of Claim No. 99 filed by Hunton Andrews Kurth LLP (RE: related document(s)1614 Notice (generic) filed by Debtor Highland Capital Management, L.P.). Entered on 12/23/2020 (Okafor, M.)</p>
12/23/2020	<p>1618 (8 pgs; 3 docs) Notice (<i>Notice of Filing of Fifth Amended Exhibit B to Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtor in the Ordinary Course of Business</i>) filed by Debtor Highland Capital Management, L.P. (RE: related</p>

	document(s) 175 Motion to Authorize/Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtors in the Ordinary Course of Business Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - OCP List # 4 Exhibit C - Form of Declaration of Disinterestedness # 5 Certificate of Service and Service List) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #76 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (Annable, Zachery)
12/23/2020	1619 (5 pgs) Declaration re: (<i>Disclosure Declaration of Ordinary Course Professional</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 Document). (Annable, Zachery)
12/23/2020	1620 (3 pgs) Motion to appear pro hac vice for A. Lee Hogewood. Fee Amount \$100 Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Income Fund, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (Varshosaz, Artoush)
12/23/2020	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28366971, amount \$ 100.00 (re: Doc# 1620). (U.S. Treasury)
12/23/2020	1621 (5 pgs) Declaration re: (<i>Disclosure Declaration of Ordinary Course Professional</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 Document). (Annable, Zachery)
12/23/2020	1622 (2 pgs) Withdrawal (<i>Notice of Withdrawal of James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Course of Business and Related Notices of Subpoena</i>) filed by Interested Party James Dondero (RE: related document(s) 1439 Motion for leave (<i>James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Course of Business</i>)). (Assink, Bryan)
12/23/2020	1623 (64 pgs; 3 docs) Motion to extend time to assume unexpired nonresidential real property lease Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Proposed Order) (Hayward, Melissa)
12/23/2020	1624 (64 pgs; 3 docs) Motion to assume executory contract or unexpired lease Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Proposed Order) (Hayward, Melissa)
12/23/2020	1625 (13 pgs) Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P.. Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)
12/23/2020	1626 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P.. Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 1/13/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1625 , (Annable, Zachery)
12/23/2020	1627 (20 pgs) Certificate of service re: <i>Documents Served on December 18, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1602 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1590 Motion to pay (<i>Debtor's Motion Pursuant to the Protocols for Authority for Highland Multi Strategy Credit Fund, L.P. to Prepay Loan</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C)). Hearing to be held on 1/14/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1590 , filed by Debtor Highland Capital Management, L.P., 1603 Order resolving motions and adjourning evidentiary hearing

	<p>(RE: related document(s) 1439 Motion for leave filed by Interested Party James Dondero). Hearing to be held on 1/4/2021 at 01:30 PM Dallas Judge Jernigan Ctrm for 1439, Entered on 12/18/2020 (Ecker, C.), 1605 Order denying motion for order imposing temporary restrictions on Debtor's ability, as portfolio manager, to initiate sales by non-debtor CLO Vehicles (related document 1528) Entered on 12/18/2020. (Okafor, M.), 1606 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation) filed by Debtor Highland Capital Management, L.P., 1607 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1439 Motion for leave (<i>James Dondero's Motion for Entry of an Order Requiring Notice and Hearing for Future Estate Transactions Occurring Outside the Ordinary Course of Business</i>) Filed by Interested Party James Dondero (Attachments: # 1 Proposed Order)). Hearing to be held on 1/4/2021 at 01:30 PM Dallas Judge Jernigan Ctrm for 1439, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
12/23/2020	<p>1628 (11 pgs) Certificate of service re: <i>Order Denying Patrick Daughertys Motion to Lift the Automatic Stay</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1612 Order denying motion for relief from stay by Creditor Patrick Daugherty (related document 1491) Entered on 12/21/2020. (Okafor, M.) filed by Creditor Patrick Daugherty). (Kass, Albert)</p>
12/23/2020	<p>1629 (11 pgs) Certificate of service re: <i>Stipulation Resolving Proof of Claim No. 99 Filed by Hunton Andrews Kurth LLP</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1614 Notice (<i>Notice of Stipulation Resolving Proof of Claim No. 99 Filed by Hunton Andrews Kurth LLP</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
12/23/2020	<p>1630 (211 pgs) Certificate of service re: <i>Solicitation Materials Served on or Before December 2, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1472 Amended chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 944 Chapter 11 plan, 1079 Chapter 11 plan, 1287 Chapter 11 plan, 1383 Chapter 11 plan, 1450 Chapter 11 plan). filed by Debtor Highland Capital Management, L.P., 1473 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 945 Disclosure statement, 1080 Disclosure statement, 1289 Disclosure statement, 1384 Disclosure statement, 1453 Disclosure statement). filed by Debtor Highland Capital Management, L.P., 1476 Order approving disclosure statement and setting hearing on confirmation of plan (RE: related document(s) 1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P. and 1473 Amended disclosure statement filed by Debtor Highland Capital Management, L.P.). Confirmation hearing to be held on 1/13/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Last day to Object to Confirmation 1/5/2021. Ballots due 1/5/2021. Entered on 11/24/2020 (Okafor, M.)). (Kass, Albert)</p>
12/24/2020	<p>1631 (82 pgs; 8 docs) Declaration re: (<i>Declaration of John A. Morris in Support of the Debtor's Motion for Entry of an Order Approving Settlement with HarbourVest (Claim Nos. 143, 147, 149, 150, 153, 154) and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P.). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7) (Annable, Zachery)</p>
12/24/2020	<p>1632 (44 pgs) Application for compensation <i>Sidley Austin LLP's Thirteenth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 11/1/2020 to 11/30/2020, Fee: \$401,659.92, Expenses: \$3,643.80. Filed by Attorney Juliana Hoffman Objections due by 1/14/2021. (Hoffman, Juliana)</p>
12/24/2020	<p>1633 (27 pgs) Application for compensation <i>Thirteenth Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 11/1/2020 to 11/30/2020,</p>

	<p>Fee: \$201,148.56, Expenses: \$408.64. Filed by Attorney Juliana Hoffman Objections due by 1/14/2021. (Hoffman, Juliana)</p>
12/24/2020	<p>● 1634 (4 pgs) Support/supplemental document (<i>Exhibit A to the Debtor's Motion for Entry of an Order Approving Settlement with HarbourVest (Claim Nos. 143, 147, 149, 150, 153, 154) and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P.). (Annable, Zachery)</p>
12/26/2020	<p>● 1635 (3 pgs) Declaration re: <i>Supplemental Declaration of Matthew Clemente</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)206 Amended Application to employ Sidley Austin LLP as Attorney <i>APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, PURSUANT TO SECTIONS 328 AND 1103 OF THE BANKRUPTCY CODE AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 2014, FOR AN ORDER APPROVING T</i>). (Hoffman, Juliana)</p>
12/28/2020	<p>● 1636 (3 pgs) Agreed order granting 1623 Motion to extend deadline to assume unexpired nonresidential real property lease and setting motion to assume for hearing at confirmation. Entered on 12/28/2020. (Okafor, M.)</p>
12/28/2020	<p>● 1637 (5 pgs) Certificate of service re: (<i>Supplemental</i>) <i>Solicitation Materials Served on or Before December 2, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1630 Certificate of service re: <i>Solicitation Materials Served on or Before December 2, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1472 Amended chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s)944 Chapter 11 plan, 1079 Chapter 11 plan, 1287 Chapter 11 plan, 1383 Chapter 11 plan, 1450 Chapter 11 plan). filed by Debtor Highland Capital Management, L.P., 1473 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement, 1289 Disclosure statement, 1384 Disclosure statement, 1453 Disclosure statement). filed by Debtor Highland Capital Management, L.P., 1476 Order approving disclosure statement and setting hearing on confirmation of plan (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P. and 1473 Amended disclosure statement filed by Debtor Highland Capital Management, L.P.). Confirmation hearing to be held on 1/13/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Last day to Object to Confirmation 1/5/2021. Ballots due 1/5/2021. Entered on 11/24/2020 (Okafor, M.)). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
12/28/2020	<p>● 1638 (20 pgs) Certificate of service re: <i>Documents Served on December 23, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1617 Order approving stipulation resolving Proof of Claim No. 99 filed by Hunton Andrews Kurth LLP (RE: related document(s)1614 Notice (generic) filed by Debtor Highland Capital Management, L.P.). Entered on 12/23/2020 (Okafor, M.), 1618 Notice (<i>Notice of Filing of Fifth Amended Exhibit B to Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtor in the Ordinary Course of Business</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)75 Motion to Authorize /Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtors in the Ordinary Course of Business Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - OCP List # 4 Exhibit C - Form of Declaration of Disinterestedness # 5 Certificate of Service and Service List) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #76 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) filed by Debtor Highland Capital Management, L.P., 1619 Declaration re: (<i>Disclosure Declaration of Ordinary Course Professional</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). filed by Debtor Highland Capital Management, L.P., 1621 Declaration re: (<i>Disclosure Declaration of Ordinary Course Professional</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). filed by Debtor Highland Capital Management, L.P., 1623 Motion to extend time to assume unexpired nonresidential real property lease Filed by Debtor Highland Capital Management, L.P.</p>

	(Attachments: # 1 Exhibit A # 2 Proposed Order) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
12/29/2020	<p>● 1640 (4 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s) 1513 Application for compensation <i>Twelfth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 10/1/2020 to 10/31/2020, Fee: \$196,216.20, Expenses: \$264.23.). (Hoffman, Juliana)</p>
12/30/2020	<p>● 1641 (1 pg) Order granting motion to appear pro hac vice adding A. Lee Hogewood, III for Highland Capital Management Fund Advisors, L.P. and NexPoint Advisors, L.P. (related document # 1620) Entered on 12/30/2020. (Okafor, M.)</p>
12/30/2020	<p>● 1642 (3 pgs) Certificate of No Objection filed by Other Professional Hayward & Associates PLLC (RE: related document(s) 1520 Application for compensation (<i>Ninth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from August 1, 2020 through August 31, 2020</i>) for Hayward & Ass). (Annable, Zachery)</p>
12/30/2020	<p>● 1643 (7 pgs; 2 docs) Agreed Motion to substitute attorney David Neier with Frances A. Smith, Michelle Hartmann, and Debra A. Dandeneau Filed by Creditor Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon (Attachments: # 1 Proposed Order) (Smith, Frances)</p>
12/30/2020	<p>● 1644 (3 pgs) Notice of Appearance and Request for Notice by Frances Anne Smith filed by Creditor Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon. (Smith, Frances)</p>
12/30/2020	<p>● 1645 (5 pgs) Certificate of service re: Senior Employees Agreed Motion to Withdraw and Substitute Counsel of Record and Notice of Appearance filed by Creditor Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon (RE: related document(s) 1643 Agreed Motion to substitute attorney David Neier with Frances A. Smith, Michelle Hartmann, and Debra A. Dandeneau, 1644 Notice of appearance and request for notice). (Smith, Frances)</p>
12/30/2020	<p>● 1646 (16 pgs) Certificate of service re: <i>Documents Served on or Before December 24, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P.. Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 1626 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P.. Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 1/13/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1625, filed by Debtor Highland Capital Management, L.P., 1631 Declaration re: (<i>Declaration of John A. Morris in Support of the Debtor's Motion for Entry of an Order Approving Settlement with HarbourVest (Claim Nos. 143, 147, 149, 150, 153, 154) and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P.). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7) filed by Debtor Highland Capital Management, L.P., 1632 Application for compensation <i>Sidley Austin LLP's Thirteenth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 11/1/2020 to 11/30/2020, Fee: \$401,659.92, Expenses: \$3,643.80. Filed by Attorney Juliana Hoffman Objections due by 1/14/2021. filed by Creditor Committee Official Committee of Unsecured Creditors, 1633 Application for compensation <i>Thirteenth Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 11/1/2020 to 11/30/2020, Fee: \$201,148.56, Expenses: \$408.64. Filed by Attorney Juliana Hoffman Objections due by 1/14/2021. filed by Financial Advisor FTI Consulting, Inc., 1634 Support/supplemental document (<i>Exhibit A to the</i></p>

	<p><i>Debtor's Motion for Entry of an Order Approving Settlement with HarbourVest (Claim Nos. 145, 147, 149, 150, 153, 154) and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P.). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
12/30/2020	<p>● 1647 (11 pgs) Certificate of service re: 1) <i>Supplemental Declaration of Matthew Clemente in Support of Application of the Official Committee of Unsecured Creditors, Pursuant to Sections 328 and 1103 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 2014, for an Order Approving the Retention and Employment of Sidley Austin LLP as Counsel to the Official Committee of Unsecured Creditors</i>; and 2) <i>Agreed Order Extending Deadline to Assume Unexpired Nonresidential Real Property Lease and Setting Motion to Assume for Hearing at Confirmation</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1635 Declaration re: <i>Supplemental Declaration of Matthew Clemente</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)206 Amended Application to employ Sidley Austin LLP as Attorney <i>APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, PURSUANT TO SECTIONS 328 AND 1103 OF THE BANKRUPTCY CODE AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 2014, FOR AN ORDER APPROVING T</i>). filed by Creditor Committee Official Committee of Unsecured Creditors, 1636 <i>Agreed order granting 1623 Motion to extend deadline to assume unexpired nonresidential real property lease and setting motion to assume for hearing at confirmation. Entered on 12/28/2020. (Okafor, M.)</i>). (Kass, Albert)</p>
12/30/2020	<p>● 1648 (9 pgs) Notice (<i>Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, If Any, and (III) Related Procedures in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1606 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation)). (Annable, Zachery)</p>
12/31/2020	<p>● 1649 (9 pgs; 2 docs) Joint Motion to continue hearing on (related documents 1207 Motion to allow claims) Filed by Creditor HarbourVest et al (Attachments: # 1 Proposed Order) (Driver, Vickie)</p>
12/31/2020	<p>● 1650 (232 pgs; 6 docs) Witness and Exhibit List filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP (RE: related document(s)1483 Application for compensation <i>Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through October 31, 2020</i> for Foley Ga). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5) (O'Neil, Holland)</p>
12/31/2020	<p>● 1651 (3 pgs) Certificate of No Objection filed by Other Professional Hayward & Associates PLLC (RE: related document(s)1531 Application for compensation (<i>Tenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from September 1, 2020 through September 30, 2020</i>) for Hayward). (Annable, Zachery)</p>
12/31/2020	<p>● 1652 (3 pgs) Order granting motion to continue hearing on (related document # 1649) (related documents Motion to allow claims of <i>HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan</i>) Hearing to be held on 1/13/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1207, Entered on 12/31/2020. (Okafor, M.)</p>
12/31/2020	<p>● 1653 (5 pgs) Certificate of service re: (<i>Supplemental</i>) <i>Solicitation Materials Served on or Before December 2, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1476 Order approving disclosure statement and setting hearing on confirmation of plan (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P. and 1473 Amended disclosure statement filed by Debtor Highland Capital Management, L.P.). Confirmation hearing to be</p>

	<p>held on 1/13/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Last day to Object to Confirmation 1/5/2021. Ballots due 1/5/2021. Entered on 11/24/2020 (Okafor, M.), 1630 Certificate of service re: <i>Solicitation Materials Served on or Before December 2, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1472 Amended chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s)944 Chapter 11 plan, 1079 Chapter 11 plan, 1287 Chapter 11 plan, 1383 Chapter 11 plan, 1450 Chapter 11 plan). filed by Debtor Highland Capital Management, L.P., 1473 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement, 1289 Disclosure statement, 1384 Disclosure statement, 1453 Disclosure statement). filed by Debtor Highland Capital Management, L.P., 1476 Order approving disclosure statement and setting hearing on confirmation of plan (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P. and 1473 Amended disclosure statement filed by Debtor Highland Capital Management, L.P.). Confirmation hearing to be held on 1/13/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Last day to Object to Confirmation 1/5/2021. Ballots due 1/5/2021. Entered on 11/24/2020 (Okafor, M.)). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
01/04/2021	<p>1654 (3 pgs) Certificate No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1521 Application for compensation <i>Fourteenth Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor for the Period from November 1, 2020 through November 30, 2020</i> for J). (Pomerantz, Jeffrey)</p>
01/04/2021	<p>1655 (66 pgs) Application for compensation <i>Fourth Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 9/1/2020 to 11/30/2020, Fee: \$710,280.45, Expenses: \$1,479.47. Filed by Attorney Juliana Hoffman Objections due by 1/25/2021. (Hoffman, Juliana)</p>
01/04/2021	<p>1656 (145 pgs; 6 docs) Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Exhibit L--Amended Schedule of Retained Causes of Action # 2 Exhibit M--Amended Form of Claimant Trust Agreement # 3 Exhibit N--Redline of Form of Claimant Trust Agreement # 4 Exhibit O--Amended Form of Litigation Trust Agreement # 5 Exhibit P--Redline of Form of Litigation Trust Agreement) (Annable, Zachery)</p>
01/05/2021	<p>1657 (3 pgs) Notice of Appearance and Request for Notice by Daniel P. Winikka filed by Interested Parties Brad Borud, Jack Yang. (Winikka, Daniel)</p>
01/05/2021	<p>1658 (3 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 1 Transferors: ACA Compliance Group (Amount \$26,324.25) To Argo Partners. Filed by Creditor Argo Partners. (Gold, Matthew)</p>
01/05/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trelmagt] (26.00). Receipt number 28389049, amount \$ 26.00 (re: Doc# 1658). (U.S. Treasury)</p>
01/05/2021	<p>1659 (3 pgs) Certificate of No Objection filed by Other Professional Hayward & Associates PLLC (RE: related document(s)1545 Application for compensation (<i>Hayward & Associates PLLC's Third Interim Application for Compensation and Reimbursement of Expenses for the Period from July 1, 2020 through September 30, 2020</i>) for Hayward & Associates PLLC, Debtor's Att). (Annable, Zachery)</p>
01/05/2021	<p>1660 (7 pgs) Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on January 6, 2021 at 2:30 p.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
01/05/2021	<p>1661 (8 pgs) Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Interested Party James Dondero. (Clarke, James)</p>

01/05/2021	<ul style="list-style-type: none"> ● 1662 (7 pgs) Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by City of Richardson, Allen ISD, City of Allen, Dallas County, Kaufman County. (Spindler, Laurie)
01/05/2021	<ul style="list-style-type: none"> ● 1663 (3 pgs) Certificate of No Objection filed by Spec. Counsel Hunton Andrews Kurth LLP (RE: related document(s)1544 Application for compensation (<i>First Interim Application</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 7/1/2020 to 10/31/2020, Fee: \$206933.85, Expenses: \$546.52.). (Annable, Zachery)
01/05/2021	<ul style="list-style-type: none"> ● 1664 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1547 Application for compensation <i>Third Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from August 1, 2020 through November 30.</i>). (Annable, Zachery)
01/05/2021	<ul style="list-style-type: none"> ● 1665 (3 pgs) Certificate of No Objection filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP (RE: related document(s)1552 Application for compensation (<i>Consolidated Monthly and Second Interim Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for</i>). (Annable, Zachery)
01/05/2021	<ul style="list-style-type: none"> ● 1666 (5 pgs) Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Interested Parties Brad Borud, Jack Yang. (Winikka, Daniel)
01/05/2021	<ul style="list-style-type: none"> ● 1667 (34 pgs) Objection to confirmation of plan <i>with Certificate of Service</i> (RE: related document(s)1472 Chapter 11 plan) filed by Get Good Trust, The Dugaboy Investment Trust. (Draper, Douglas)
01/05/2021	<ul style="list-style-type: none"> ● 1668 (6 pgs) Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Creditor United States (IRS). (Adams, David)
01/05/2021	<ul style="list-style-type: none"> ● 1669 (26 pgs; 3 docs) WITHDRAWN per # 1845. Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Creditor Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon. (Attachments: # 1 Exhibit A # 2 Exhibit B) (Smith, Frances) MODIFIED on 1/27/2021 (Ecker, C.).
01/05/2021	<ul style="list-style-type: none"> ● 1670 (50 pgs; 2 docs) Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund. (Attachments: # 1 Exhibit A) (Rukavina, Davor)
01/05/2021	<ul style="list-style-type: none"> ● 1671 (6 pgs) Trustee's Objection to <i>Fifth Amended Plan</i> (RE: related document(s)1472 Chapter 11 plan) (Lambert, Lisa)
01/05/2021	<ul style="list-style-type: none"> ● 1672 (6 pgs) Certificate of service re: Senior Employees' Objection to Debtor's Fifth Amended Plan of Reorganization filed by Creditor Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon (RE: related document(s)1669 Objection to confirmation of plan). (Smith, Frances)
01/05/2021	<ul style="list-style-type: none"> ● 1673 (7 pgs) Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. (Drawhorn, Lauren)

01/05/2021	<p>● 1674 (2 pgs) Joinder by <i>Kauffman, Travers and Deadman to Limited Objection of Jack Yang and Brad Borud to Fifth Amended Plan of Reorganization</i> filed by Paul Kauffman, Todd Travers, Davis Deadman (RE: related document(s)1472 Chapter 11 plan, 1666 Objection to confirmation of plan). (Kathman, Jason)</p>
01/05/2021	<p>● 1675 (12 pgs) Joinder by [<i>Joinder to Objection to Confirmation of Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. [Dkt. No. 1670] and Supplemental Objection to Plan Confirmation</i>] filed by Creditor CLO Holdco, Ltd. (RE: related document(s)1670 Objection to confirmation of plan). (Kane, John)</p>
01/05/2021	<p>● 1676 (7 pgs) Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Interested Parties NexBank Title Inc., NexBank Securities Inc., NexBank Capital Inc., NexBank. (Drawhorn, Lauren)</p>
01/05/2021	<p>● 1677 (3 pgs) Joinder by <i>NexPoint RE Entities to Objection to Confirmation of Fifth Amended Plan of Reorganization</i> filed by Interested Parties NexPoint Hospitality Trust, NexPoint Multifamily Capital Trust, Inc., NexPoint Real Estate Advisors II, L.P., NexPoint Real Estate Advisors III, L.P., NexPoint Real Estate Advisors IV, L.P., NexPoint Real Estate Advisors V, L.P., NexPoint Real Estate Advisors VI, L.P., NexPoint Real Estate Advisors VII, L.P., NexPoint Real Estate Advisors VIII, L.P., NexPoint Real Estate Advisors, L.P., NexPoint Real Estate Finance Inc., NexPoint Real Estate Partners, LLC, NexPoint Residential Trust, Inc., Nexpoint Real Estate Capital, LLC, VineBrook Homes, Trust, Inc. (RE: related document(s)1670 Objection to confirmation of plan). (Drawhorn, Lauren)</p>
01/05/2021	<p>● 1678 (4 pgs) Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Creditor Patrick Daugherty. (Kathman, Jason)</p>
01/05/2021	<p>● 1679 (2 pgs) Joinder by <i>Kauffman, Travers and Deadman to Limited Objection of Jack Yang and Brad Borud to Fifth Amended Plan of Reorganization (Amended)</i> filed by Davis Deadman, Paul Kauffman, Todd Travers (RE: related document(s)1472 Chapter 11 plan, 1666 Objection to confirmation of plan). (Kathman, Jason)</p>
01/05/2021	<p>● 1680 (3 pgs) Motion to appear pro hac vice for Debra Dandenau. Fee Amount \$100 Filed by Creditor Frank Waterhouse, Scott B. Ellington, Isaac Leventon, and Thomas Surgent (Soderlund, Eric) Modified to correct party filers on 12/7/2021 (Tello, Chris).</p>
01/05/2021	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28390902, amount \$ 100.00 (re: Doc# 1680). (U.S. Treasury)</p>
01/06/2021	<p>● 1681 (4 pgs) Motion to appear pro hac vice for Douglas S. Draper. Fee Amount \$100 Filed by Get Good Trust, The Dugaboy Investment Trust (Draper, Douglas)</p>
01/06/2021	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28393061, amount \$ 100.00 (re: Doc# 1681). (U.S. Treasury)</p>
01/06/2021	<p>● 1682 (4 pgs) Motion to appear pro hac vice for Leslie A. Collins. Fee Amount \$100 Filed by Get Good Trust, The Dugaboy Investment Trust (Draper, Douglas)</p>
01/06/2021	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28393082, amount \$ 100.00 (re: Doc# 1682). (U.S. Treasury)</p>
01/06/2021	<p>● 1683 (4 pgs) Motion to appear pro hac vice for Greta M. Brouphy. Fee Amount \$100 Filed by Get Good Trust, The Dugaboy Investment Trust (Brouphy, Greta)</p>
01/06/2021	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00).</p>

	Receipt number 28393123, amount \$ 100.00 (re: Doc# 1683). (U.S. Treasury)
01/06/2021	1684 (2 pgs) Order granting third interim fee application for compensation (related document # 1296) granting for Official Committee of Unsecured Creditors, fees awarded: \$1865520.45, expenses awarded: \$18678.47 Entered on 1/6/2021. (Okafor, M.)
01/06/2021	1685 (2 pgs) Order granting third interim application for compensation (related document # 1244) granting for FTI Consulting, Inc., fees awarded: \$886615.45, expenses awarded: \$1833.10 Entered on 1/6/2021. (Okafor, M.)
01/06/2021	1686 (3 pgs) Order granting first interim application for compensation (related document # 1544) granting for Hunton Andrews Kurth LLP, fees awarded: \$206933.85, expenses awarded: \$546.52 Entered on 1/6/2021. (Okafor, M.)
01/06/2021	1687 (2 pgs) Order granting third interim application for compensation (related document # 1547) granting for Jeffrey Nathan Pomerantz, fees awarded: \$3380111.5, expenses awarded: \$31940.33 Entered on 1/6/2021. (Okafor, M.)
01/06/2021	1688 (4 pgs) Second Agreed Order regarding deposit of funds into the registry of the court (RE: related document(s) 1365 Agreed Supplemental Order re: 474 Motion for authority to apply and disburse funds filed by Debtor Highland Capital Management, L.P., 1365 Order (generic)). Entered on 1/6/2021 (Okafor, M.)
01/06/2021	1689 (5 pgs) Motion to appear pro hac vice for Warren Horn. Fee Amount \$100 Filed by Get Good Trust, The Dugaboy Investment Trust (Horn, Warren)
01/06/2021	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28393995, amount \$ 100.00 (re: Doc# 1689). (U.S. Treasury)
01/06/2021	1690 (1 pg) Order granting motion to appear pro hac vice adding Debra A. Dandeneau for Frank Waterhouse, Scott B. Ellington, Isaac Leventon and Thomas Surgent (related document 1680) Entered on 1/6/2021. (Okafor, M.) Modified to correct parties on 12/7/2021 (Tello, Chris).
01/06/2021	1691 (2 pgs) Order granting third and final application for compensation (related document 1483) granting for Foley Gardere, Foley & Lardner LLP, fees awarded: \$617654.60, expenses awarded: \$11433.73 Entered on 1/6/2021. (Okafor, M.) Modified to correct text on 1/29/2021 (Ecker, C.).
01/06/2021	1692 (21 pgs; 2 docs) Adversary case 21-03000. Complaint by Highland Capital Management, L.P. against Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint Strategic Opportunities Fund, NexPoint Capital, Inc., CLO Holdco, Ltd.. Fee Amount \$350 (Attachments: # 1 Adversary Proceeding Cover Sheet). Nature(s) of suit: 91 (Declaratory judgment). 72 (Injunctive relief - other). 02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)). (Annable, Zachery)
01/06/2021	1693 (12 pgs; 2 docs) Subpoena on Highland Capital Management, L.P. filed by Interested Party James Dondero. (Attachments: # 1 Ex. 1 - Subpoena with Document Requests) (Assink, Bryan)
01/06/2021	1694 (12 pgs; 2 docs) Subpoena on Kurtzman Carson Consultants LLC filed by Interested Party James Dondero. (Attachments: # 1 Ex. 1 - Subpoena with Document Requests) (Assink, Bryan)
01/06/2021	1695 (20 pgs) Certificate of service re: 1) <i>WebEx Meeting Invitation to participate electronically in the hearing on Wednesday, December 16, 2020 at 1:30 p.m. Central Time before the Honorable Stacey G. Jernigan</i> ; 2) <i>Instructions for any counsel and parties who wish to participate in the Hearing</i> ; and 3) <i>Foley & Lardner LLP's Witness and Exhibit List for Final Fee Application</i> Filed by Claims Agent Kurtzman

	<p>Carson Consultants LLC (related document(s) 1650 Witness and Exhibit List filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP (RE: related document(s) 1483 Application for compensation <i>Third and Final Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through October 31, 2020</i> for Foley Ga). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5) (O'Neil, Holland) filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP). (Kass, Albert)</p>
01/06/2021	<p>1696 (15 pgs) Certificate of service re: 1) <i>Fourth Interim Fee Application of FTI Consulting, Inc. as Financial Advisor for the Official Committee of Unsecured Creditors, for Compensation and Reimbursement of Expenses for the Period from September 1, 2020 Through and Including November 30, 2020</i>; and 2) <i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1655 Application for compensation <i>Fourth Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 9/1/2020 to 11/30/2020, Fee: \$710,280.45, Expenses: \$1,479.47. Filed by Attorney Juliana Hoffman Objections due by 1/25/2021. filed by Financial Advisor FTI Consulting, Inc., 1656 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1472 Chapter 11 plan). (Attachments: # 1 Exhibit L--Amended Schedule of Retained Causes of Action # 2 Exhibit M--Amended Form of Claimant Trust Agreement # 3 Exhibit N--Redline of Form of Claimant Trust Agreement # 4 Exhibit O--Amended Form of Litigation Trust Agreement # 5 Exhibit P--Redline of Form of Litigation Trust Agreement) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/06/2021	<p>1697 (15 pgs) Objection to (related document(s): 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P.. filed by Debtor Highland Capital Management, L.P.) filed by Interested Party James Dondero. (Assink, Bryan)</p>
01/07/2021	<p>1698 (6 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1583 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 816 Order on motion to extend/shorten time)). (Annable, Zachery)</p>
01/07/2021	<p>1699 (18 pgs) Certificate of service re: Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, If Any, and (III) Related Procedures in Connection Therewith filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1648 Notice (generic)). (Annable, Zachery)</p>
01/07/2021	<p>1700 (3 pgs) Certificate of service re: Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, If Any, and (III) Related Procedures in Connection Therewith filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1648 Notice (generic)). (Annable, Zachery)</p>
01/07/2021	<p>1701 (1 pg) Order granting motion to appear pro hac vice adding Douglas S. Draper for Get Good Trust and The Dugaboy Investment Trust (related document 1681) Entered on 1/7/2021. (Okafor, M.) Modified to add party on 1/7/2021 (Okafor, M.).</p>
01/07/2021	<p>1702 (1 pg) Order granting motion to appear pro hac vice adding Leslie A. Collins for Get Good Trust and The Dugaboy Investment Trust (related document # 1682) Entered on 1/7/2021. (Okafor, M.)</p>
01/07/2021	<p>1703 (1 pg) Order granting motion to appear pro hac vice adding Greta M. Brouphy for Get Good Trust and The Dugaboy Investment Trust (related document # 1683) Entered on 1/7/2021. (Okafor, M.)</p>
01/07/2021	<p>1704 (1 pg) Order granting motion to appear pro hac vice adding Warren Horn for Get Good Trust and The Dugaboy Investment Trust (related document # 1689) Entered on 1/7/2021. (Okafor, M.)</p>


01/07/2021	<p>● 1705 (3 pgs) Notice to take deposition of Michael Pugatch filed by Interested Party James Dondero. (Assink, Bryan)</p>
01/08/2021	<p>● 1706 (10 pgs) Objection to (related document(s): 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P. filed by Debtor Highland Capital Management, L.P.) <i>Objection to Debtor's Motion for Entry of an Order Approving Settlement with HarbourVest (Claim Nos. 143, 147, 149, 150, 153, 154) and Authorizing Actions Consistent Therewith with Certificate of Service</i> filed by Get Good Trust, The Dugaboy Investment Trust. (Draper, Douglas)</p>
01/08/2021	<p>● 1707 (10 pgs) Objection to (related document(s): 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P. filed by Debtor Highland Capital Management, L.P.) filed by Creditor CLO Holdco, Ltd.. (Kane, John)</p>
01/08/2021	<p>● 1708 SEALED document regarding: Exhibit A to CLO Holdco, Ltd.'s Objection to Harbourvest Settlement [Docket No. 1707] Members Agreement Relating to the Company dated November 15, 2017 by and between each of the members of HCLOF, including Harbourvest, the Debtor, and CLO Holdco - Confidential [Confidential Subject to Agreed Protective Order See Docket No. 382] per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s)382 Order on motion for protective order). (Kane, John)</p>
01/08/2021	<p>● 1709 (3 pgs) Notice (<i>Notice of Filing of Certificate of Service Regarding Letter Dated January 7, 2021 to Highland Capital Management Services, Inc. from James P. Seery, Jr. Regarding Demand on Promissory Note</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
01/08/2021	<p>● 1710 (9 pgs) Debtor-in-possession monthly operating report for filing period November 1, 2020 to November 30, 2020 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
01/08/2021	<p>● 1711 (5 pgs) Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to November 30, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Annable, Zachery)</p>
01/08/2021	<p>● 1712 (11 pgs) Certificate of service re: <i>Notice of Agenda of Matters Scheduled for Hearing on January 6, 2021 at 2:30 p.m. (Central Time)</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1660 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on January 6, 2021 at 2:30 p.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/08/2021	<p>● 1713 (11 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)1690 Order granting motion to appear pro hac vice adding Debra A. Dandeneau for FTI Consulting, Inc. and Frank Waterhouse, Scott B. Ellington, Isaac Leventon, Jean Paul Sevilla, Hunter Covitz and Thomas Surgent (related document 1680) Entered on 1/6/2021. (Okafor, M.)) No. of Notices: 1. Notice Date 01/08/2021. (Admin.)</p>
01/09/2021	<p>● 1714 (3 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII</p>

	Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P.. Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 1/14/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1625 , (Annable, Zachery)
01/11/2021	1715 (2 pgs) Order granting application for compensation (related document # 1552) granting for Wilmer Cutler Pickering Hale and Dorr LLP, fees awarded: \$709256.22, expenses awarded: \$0.0 Entered on 1/11/2021. (Ecker, C.)
01/11/2021	1716 (3 pgs) Witness and Exhibit List filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P.). (Kane, John)
01/11/2021	1717 SEALED document regarding: Exhibit 4, Members Agreement Relating to the Company dated November 15, 2017 by and between each of the members of HCLOF, including Harbourvest, the Debtor, and CLO Holdco [Confidential Subject to Agreed Protective Order] per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 382 Order on motion for protective order). (Kane, John)
01/11/2021	1718 (3 pgs) Amended Notice of hearing (<i>Amended Notice of (I) Hearing to Confirm Plan and (II) Related Important Dates</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1472 Amended chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 944 Chapter 11 plan, 1079 Chapter 11 plan, 1287 Chapter 11 plan, 1383 Chapter 11 plan, 1450 Chapter 11 plan).). Confirmation hearing to be held on 1/26/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. (Annable, Zachery)
01/11/2021	1719 (10 pgs) Notice (<i>Second Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, If Any, and (III) Related Procedures in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1606 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation)). (Annable, Zachery)
01/11/2021	1720 (3 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1207 Motion to allow claims of <i>HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan</i> Filed by Creditor HarbourVest et al Objections due by 11/9/2020. (Attachments: # 1 Proposed Order)). Hearing to be held on 1/14/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1207 , (Annable, Zachery)
01/11/2021	1721 (251 pgs; 9 docs) Witness and Exhibit List filed by Interested Party James Dondero (RE: related document(s) 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P.). (Attachments: # 1 Dondero Ex. A - POCs # 2 Dondero Ex. B # 3 Dondero Ex. C # 4 Dondero Ex. D # 5 Dondero Ex. E # 6 Dondero Ex. F # 7 Dondero Ex. G # 8 Ex. H - M) (Assink, Bryan)
01/11/2021	1722 (5 pgs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P.). (Annable, Zachery)
01/11/2021	1723 (7 pgs) Witness and Exhibit List filed by Creditor HarbourVest et al (RE: related document(s) 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P.,

	HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P.). (Driver, Vickie)
01/11/2021	<p>● 1724 (8 pgs) Certificate of service re: <i>Documents Served on January 6, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1684 Order granting third interim fee application for compensation (related document 1296) granting for Official Committee of Unsecured Creditors, fees awarded: \$1865520.45, expenses awarded: \$18678.47 Entered on 1/6/2021. (Okafor, M.), 1685 Order granting third interim application for compensation (related document 1244) granting for FTI Consulting, Inc., fees awarded: \$886615.45, expenses awarded: \$1833.10 Entered on 1/6/2021. (Okafor, M.), 1686 Order granting first interim application for compensation (related document 1544) granting for Hunton Andrews Kurth LLP, fees awarded: \$206933.85, expenses awarded: \$546.52 Entered on 1/6/2021. (Okafor, M.), 1687 Order granting third interim application for compensation (related document 1547) granting for Jeffrey Nathan Pomerantz, fees awarded: \$3380111.5, expenses awarded: \$31940.33 Entered on 1/6/2021. (Okafor, M.), 1688 Second Agreed Order regarding deposit of funds into the registry of the court (RE: related document(s) 1365 Agreed Supplemental Order re: 474 Motion for authority to apply and disburse funds filed by Debtor Highland Capital Management, L.P., 1365 Order (generic)). Entered on 1/6/2021 (Okafor, M.), 1691 Order granting first and final application for compensation (related document 1483) granting for Foley Gardere, Foley & Lardner LLP, fees awarded: \$617654.60, expenses awarded: \$11433.73 Entered on 1/6/2021. (Okafor, M.)). (Kass, Albert)</p>
01/12/2021	<p>● 1725 (2 pgs) Order further extending period within which the Debtor may remove actions 1583 Motion to extend time. (Re: related document(s) 1583 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)816 Order on motion to extend/shorten time)) Entered on 1/12/2021. (Ecker, C.)</p>
01/12/2021	<p>● 1726 (665 pgs; 26 docs) Amended Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1722 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Exhibit J # 11 Exhibit K # 12 Exhibit L # 13 Exhibit M # 14 Exhibit N # 15 Exhibit O # 16 Exhibit P # 17 Exhibit Q # 18 Exhibit R # 19 Exhibit S # 20 Exhibit T # 21 Exhibit U # 22 Exhibit V # 23 Exhibit W # 24 Exhibit X # 25 Exhibit DD) (Annable, Zachery)</p>
01/13/2021	<p>● 1727 (12 pgs) Certificate of service re: Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to November 30, 2020 filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1711 Notice (generic)). (Annable, Zachery)</p>
01/13/2021	<p>● 1728 (2 pgs) Order granting application for compensation (related document # 1545) granting for Hayward & Associates PLLC, fees awarded: \$82325.00, expenses awarded: \$1972.63 Entered on 1/13/2021. (Ecker, C.)</p>
01/13/2021	<p>● 1729 (12 pgs) Certificate of service re: Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the Fifth Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of the Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1476 Order approving disclosure statement). (Annable, Zachery)</p>
01/13/2021	<p>● 1730 (12 pgs) Certificate of service re: Order Further Extending Period Within Which the Debtor May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1725 Order on motion to extend/shorten time). (Annable, Zachery)</p>
01/13/2021	<p>● 1731 (22 pgs) Omnibus Reply to (related document(s): 1697 Objection filed by Interested Party James Dondero, 1706 Objection filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 1707 Objection filed by Creditor CLO Holdco, Ltd.) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>

01/13/2021	<p>● 1732 (88 pgs; 2 docs) Amended Witness and Exhibit List (<i>Debtor's Second Amended Witness and Exhibit List with Respect to Hearing to Be Held on January 14, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1722 List (witness/exhibit/generic), 1726 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit EE) (Annable, Zachery)</p>
01/13/2021	<p>● 1733 (9 pgs; 2 docs) Expedited Motion to file document under seal./<i>Expedited Motion for Leave to File Documents Under Seal in Connection with the HarbourVest Reply in Support of Debtor's Motion for Entry of an Order Approving Settlement with HarbourVest and Authorizing Actions Consistent Therewith</i> Filed by Creditor HarbourVest et al (Attachments: # 1 Exhibit A - Proposed Order) (Driver, Vickie)</p>
01/13/2021	<p>● 1734 (26 pgs) Omnibus Reply to (related document(s): 1697 Objection filed by Interested Party James Dondero, 1706 Objection filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 1707 Objection filed by Creditor CLO Holdco, Ltd.) /<i>HarbourVest Reply in Support of Debtor's Motion for Entry of an Order Approving Settlement with HarbourVest and Authorizing Actions Consistent Therewith</i> filed by Creditor HarbourVest et al. (Driver, Vickie)</p>
01/13/2021	<p>● 1735 (362 pgs) Support/supplemental document /<i>Appendix to HarbourVest Reply in Support of Debtor's Motion for Entry of an Order Approving Settlement with HarbourVest and Authorizing Actions Consistent Therewith</i> filed by Creditor HarbourVest et al (RE: related document(s)1734 Reply). (Driver, Vickie)</p>
01/13/2021	<p>● 1736 (10 pgs; 2 docs) Emergency Motion to file document under seal.(<i>Debtor's Emergency Motion for Entry of an Order Authorizing the Filing under Seal of Exhibits to Debtor's Omnibus Reply in Support of Debtor's Motion for Entry of an Order Approving Settlement with HarbourVest (Claim Nos. 143, 147, 149, 150, 153, 154), and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)</p>
01/14/2021	<p>● 1737 (2 pgs) Order granting motion to seal exhibits (related document # 1736) Entered on 1/14/2021. (Ecker, C.)</p>
01/14/2021	<p>● 1738 SEALED document regarding: Exhibit A--Members Agreement per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1737 Order on motion to seal). (Annable, Zachery)</p>
01/14/2021	<p>● 1739 SEALED document regarding: Exhibit B--Articles of Incorporation per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1737 Order on motion to seal). (Annable, Zachery)</p>
01/14/2021	<p>● 1740 SEALED document regarding: Exhibit C--Offering Memorandum per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1737 Order on motion to seal). (Annable, Zachery)</p>
01/14/2021	<p>● 1741 (5 pgs) Notice (<i>Notice of Stipulation Resolving Proof of Claim No. 166 Filed by Stinson Leonard Street LLP</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
01/14/2021	<p>● 1742 (10 pgs; 2 docs) Exhibit List (<i>Supplemental Exhibit List</i>) filed by Interested Party James Dondero (RE: related document(s)1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P.). (Attachments: # 1 Dondero Ex. N) (Assink, Bryan)</p>
01/14/2021	<p>● 1743 (3 pgs) Declaration re: <i>Supplemental Declaration of Conor P. Tully In Support of the Application Authorizing the Employment and Retention of FTI Consulting, Inc. as Financial Advisor to the Official</i></p>

	Committee of Unsecured Creditors filed by Financial Advisor PWC Consulting, Inc. (RE: related document(s) 336 Order on application to employ). (Hoffman, Juliana)
01/14/2021	1744 (13 pgs) Declaration re: (<i>Supplemental Declaration of Marc D. Katz</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 268 Declaration). (Annable, Zachery)
01/14/2021	1745 (14 pgs; 2 docs) Motion to appoint trustee <i>Motion to Appoint Examiner Pursuant to 11 U.S.C. § 1104(c)</i> Filed by Get Good Trust, The Dugaboy Investment Trust (Attachments: # 1 Proposed Order) (Draper, Douglas)
01/14/2021	1752 (14 pgs) INCORRECT Entry: Original entry at # [1745 is correct} Motion to Appoint Examiner pursuant to 11 U.S.C. § 1104(c) by Get Good Trust , The Dugaboy Investment Trust . (Ecker, C.) Modified on 1/15/2021 (Ecker, C.). (Entered: 01/15/2021)
01/14/2021	1753 Hearing held on 1/14/2021. (RE: related document(s) 1590 Motion to pay Debtor's Motion Pursuant to the Protocols for Authority for Highland Multi Strategy Credit Fund, L.P. to Prepay Loan) filed by Debtor Highland Capital Management, L.P. (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; J. Wilson, M. Lynn, J. Bonds, and B. Assink for J. Dondero; E. Weisgerber for HarbourVest; J. Kane for CLO Holdco; D. Draper for Dugaboy and Get Good Trust; M. Clemente for UCC; R. Matsumura for HCLOF. Nonevidentiary hearing. Motion granted. Counsel to upload order.) (Edmond, Michael) (Entered: 01/15/2021)
01/14/2021	1754 Hearing held on 1/14/2021. (RE: related document(s) 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P., filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; J. Wilson, M. Lynn, J. Bonds, and B. Assink for J. Dondero; E. Weisgerber for HarbourVest; J. Kane for CLO Holdco; D. Draper for Dugaboy and Get Good Trust; M. Clemente for UCC; R. Matsumura for HCLOF. Evidentiary hearing. Motion granted. Counsel to upload order.) (Edmond, Michael) (Entered: 01/15/2021)
01/14/2021	1755 Hearing held on 1/14/2021. (RE: related document(s) 1207 Motion to allow claims of HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan filed by Creditor HarbourVest et al (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; J. Wilson, M. Lynn, J. Bonds, and B. Assink for J. Dondero; E. Weisgerber for HarbourVest; J. Kane for CLO Holdco; D. Draper for Dugaboy and Get Good Trust; M. Clemente for UCC; R. Matsumura for HCLOF. Evidentiary hearing. Motion resolved by approval of compromise and settlement. Counsel to upload order.) (Edmond, Michael) (Entered: 01/15/2021)
01/14/2021	1782 (1 pg) Court admitted exhibits date of hearing January 14, 2021 (RE: related document(s) 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P., filed by Debtor Highland Capital Management, L.P.) (COURT ADMITTED DEBTOR'S/PLAINTIFF EXHIBIT'S #A THROUGH #EE BY JAMES MORRIS AND EXHIBIT'S #34 & #36 BY ERICA WEISGERBER AND DEFENDANT'S DONDERO EXHIBIT #N (ONLY PORTIONS OF EXHIBIT) BY J. WILSON) (Edmond, Michael) (Entered: 01/20/2021)
01/15/2021	1746 (2 pgs) Order granting motion to pay (related document # 1590) Entered on 1/15/2021. (Ecker, C.)
01/15/2021	1747 (8 pgs) Order (RE: related document(s) 1741 Notice (generic) filed by Debtor Highland Capital Management, L.P.). Entered on 1/15/2021 (Ecker, C.)

01/15/2021	<p>● 1748 (9 pgs; 2 docs) Motion for expedited hearing(related documents 1745 Motion to appoint trustee) Filed by Get Good Trust, The Dugaboy Investment Trust (Attachments: # 1 Proposed Order) (Draper, Douglas)</p>
01/15/2021	<p>● 1749 (6 pgs) Notice (<i>Third Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, If Any, and (III) Related Procedures in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1606 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation)). (Annable, Zachery)</p>
01/15/2021	<p>● 1750 (1 pg) Request for transcript regarding a hearing held on 1/14/2021. The requested turn-around time is hourly (Green, Shanette)</p>
01/15/2021	<p>● 1751 (4 pgs) Supplemental Certificate of service re: filed by Creditors The Dugaboy Investment Trust, Get Good Trust (RE: related document(s)1745 Motion to appoint trustee<i>Motion to Appoint Examiner Pursuant to 11 U.S.C. § 1104(c)</i>, 1748 Motion for expedited hearing(related documents 1745 Motion to appoint trustee)). (Draper, Douglas) Modified on 1/15/2021 (Rielly, Bill).</p>
01/15/2021	<p>● 1756 (3 pgs) Joinder by filed by Interested Party James Dondero (RE: related document(s)1745 Motion to appoint trustee<i>Motion to Appoint Examiner Pursuant to 11 U.S.C. § 1104(c)</i>). (Assink, Bryan)</p>
01/15/2021	<p>● 1757 (3 pgs) Notice of Increase in Hourly Rates for Pachulski Stang Ziehl & Jones LLP Effective as of January 1, 2021 filed by Debtor Highland Capital Management, L.P.. (Pomerantz, Jeffrey)</p>
01/15/2021	<p>● 1758 (4 pgs) Certificate No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)1632 Application for compensation <i>Sidley Austin LLP's Thirteenth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 11/1/2020 to 11/30/2020, Fee: ). (Hoffman, Juliana)</p>
01/15/2021	<p>● 1759 (4 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)1633 Application for compensation <i>Thirteenth Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 11/1/2020 to 11/30/2020, Fee: \$201,148.56, Expenses: \$408.64.). (Hoffman, Juliana)</p>
01/15/2021	<p>● 1760 (5 pgs) Certificate of service re: (<i>Supplemental</i>) <i>Solicitation Materials Served on January 11, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1630 Certificate of service re: <i>Solicitation Materials Served on or Before December 2, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1472 Amended chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s)944 Chapter 11 plan, 1079 Chapter 11 plan, 1287 Chapter 11 plan, 1383 Chapter 11 plan, 1450 Chapter 11 plan). filed by Debtor Highland Capital Management, L.P., 1473 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement, 1289 Disclosure statement, 1384 Disclosure statement, 1453 Disclosure statement). filed by Debtor Highland Capital Management, L.P., 1476 Order approving disclosure statement and setting hearing on confirmation of plan (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P. and 1473 Amended disclosure statement filed by Debtor Highland Capital Management, L.P.). Confirmation hearing to be held on 1/13/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Last day to Object to Confirmation 1/5/2021. Ballots due 1/5/2021. Entered on 11/24/2020 (Okafor, M.)). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
01/15/2021	<p>● 1761 (39 pgs) Certificate of service re: <i>Documents Served on or Before January 12, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1714 Amended Notice of hearing</p>

	<p>filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P.. Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 1/14/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1625, filed by Debtor Highland Capital Management, L.P., 1715 Order granting application for compensation (related document 1552) granting for Wilmer Cutler Pickering Hale and Dorr LLP, fees awarded: \$709256.22, expenses awarded: \$0.0 Entered on 1/11/2021. (Ecker, C.), 1718 Amended Notice of hearing (<i>Amended Notice of (I) Hearing to Confirm Plan and (II) Related Important Dates</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1472 Amended chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 944 Chapter 11 plan, 1079 Chapter 11 plan, 1287 Chapter 11 plan, 1383 Chapter 11 plan, 1450 Chapter 11 plan).). Confirmation hearing to be held on 1/26/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. filed by Debtor Highland Capital Management, L.P., 1719 Notice (<i>Second Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, If Any, and (III) Related Procedures in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1606 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation)). filed by Debtor Highland Capital Management, L.P., 1720 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1207 Motion to allow claims of <i>HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan</i> Filed by Creditor HarbourVest et al Objections due by 11/9/2020. (Attachments: # 1 Proposed Order)). Hearing to be held on 1/14/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1207, filed by Debtor Highland Capital Management, L.P., 1722 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P..). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/15/2021	<p>1762 (22 pgs) Certificate of service re: <i>Documents Served on January 12, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1725 Order further extending period within which the Debtor may remove actions 1583 Motion to extend time. (Re: related document(s) 1583 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 816 Order on motion to extend/shorten time)) Entered on 1/12/2021. (Ecker, C.), 1726 Amended Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1722 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Exhibit J # 11 Exhibit K # 12 Exhibit L # 13 Exhibit M # 14 Exhibit N # 15 Exhibit O # 16 Exhibit P # 17 Exhibit Q # 18 Exhibit R # 19 Exhibit S # 20 Exhibit T # 21 Exhibit U # 22 Exhibit V # 23 Exhibit W # 24 Exhibit X # 25 Exhibit DD) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/15/2021	<p>1763 (12 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 1728 Order granting application for compensation (related document 1545) granting for Hayward & Associates PLLC, fees awarded: \$82325.00, expenses awarded: \$1972.63 Entered on 1/13/2021. (Ecker, C.)) No. of Notices: 1. Notice Date 01/15/2021. (Admin.)</p>
01/16/2021	<p>1764 (3 pgs) Notice to take deposition of James P. Seery, Jr. filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
01/17/2021	<p>1765 (173 pgs) REFER TO DOCKET ENTRY 3348 FOR AMENDED TRANSCRIPT. Transcript regarding Hearing Held 01/14/2021 (173 pages) RE: Motion to Prepay Loan; Motion to Compromise Controversy; Motion to Allow Claims. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 04/19/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling,</p>

	<p>kathyrehlingtranscripts@gmail.com, Telephone number 972-786-9063. (RE: related document(s) 1753 Hearing held on 1/14/2021. (RE: related document(s) 1590 Motion to pay Debtor's Motion Pursuant to the Protocols for Authority for Highland Multi Strategy Credit Fund, L.P. to Prepay Loan) filed by Debtor Highland Capital Management, L.P. (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; J. Wilson, M. Lynn, J. Bonds, and B. Assink for J. Dondero; E. Weisgerber for HarbourVest; J. Kane for CLO Holdco; D. Draper for Dugaboy and Get Good Trust; M. Clemente for UCC; R. Matsumura for HCLOF. Nonevidentiary hearing. Motion granted. Counsel to upload order.), 1754 Hearing held on 1/14/2021. (RE: related document(s) 1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P., filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; J. Wilson, M. Lynn, J. Bonds, and B. Assink for J. Dondero; E. Weisgerber for HarbourVest; J. Kane for CLO Holdco; D. Draper for Dugaboy and Get Good Trust; M. Clemente for UCC; R. Matsumura for HCLOF. Evidentiary hearing. Motion granted. Counsel to upload order.), 1755 Hearing held on 1/14/2021. (RE: related document(s) 1207 Motion to allow claims of HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan filed by Creditor HarbourVest et al (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; J. Wilson, M. Lynn, J. Bonds, and B. Assink for J. Dondero; E. Weisgerber for HarbourVest; J. Kane for CLO Holdco; D. Draper for Dugaboy and Get Good Trust; M. Clemente for UCC; R. Matsumura for HCLOF. Evidentiary hearing. Motion resolved by approval of compromise and settlement. Counsel to upload order.)). Transcript to be made available to the public on 04/19/2021. (Rehling, Kathy) Modified on 5/26/2022 (Tello, Chris).</p>
01/17/2021	<p>1766 (18 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 1747 Order (RE: related document(s) 1741 Notice (generic) filed by Debtor Highland Capital Management, L.P.). Entered on 1/15/2021 (Ecker, C.)) No. of Notices: 1. Notice Date 01/17/2021. (Admin.)</p>
01/18/2021	<p>1767 (3 pgs) Verified statement pursuant to Rule 2019 filed by Creditor Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon. (Smith, Frances)</p>
01/18/2021	<p>1768 (6 pgs) Certificate of service re: Verified Statement Pursuant to Federal Rule of Bankruptcy Procedure 2019 of (I) Frances A. Smith and Disclosures of Ross & Smith, PC; and (II) Michelle Hartmann and Disclosures of Baker & McKenzie LLP filed by Creditor Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon (RE: related document(s) 1767 Verified statement pursuant to Rule 2019). (Smith, Frances)</p>
01/18/2021	<p>1769 (2 pgs) Declaration re: <i>(Report of Mediators)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 912 Order (generic)). (Annable, Zachery)</p>
01/19/2021	<p>1770 (3 pgs) Order Granting Expedited Motion for Leave to File Documents Under Seal in Connection with the HarbourVest Reply in Support of Debtors Motion for Entry of an Order Approving Settlement with HarbourVest and Authorizing Actions Consistent Therewith (related document # 1733) Entered on 1/19/2021. (Okafor, M.)</p>
01/19/2021	<p>1771 (150 pgs) Application for compensation <i>Fifteenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from December 1, 2020 through December 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 12/1/2020 to 12/31/2020, Fee: \$1,046,024.00, Expenses: \$4,130.90. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 2/9/2021. (Pomerantz, Jeffrey)</p>
01/19/2021	<p>1772 (15 pgs) Chapter 11 ballot summary filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
01/19/2021	<p>1773 (3 pgs) Notice to take deposition of James P. Seery, Jr. filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>

01/19/2021	<p>● 1774 (9 pgs) Notice to take deposition of Highland Capital Management, L.P. filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund. (Hogewood, A.)</p>
01/19/2021	<p>● 1775 (16 pgs) Certificate of service re: 1) <i>Order Granting Debtors Motion Pursuant to the Protocols for Authority for Highland Multi Strategy Credit Fund, L.P. to Prepay</i>; 2) <i>Order Approving Stipulation Resolving Proof of Claim No. 166 Filed by Stinson Leonard Street LLP</i>; and 3) <i>Third Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, If Any, and (III) Related Procedures in Connection Therewith</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1746 Order granting motion to pay (related document 1590) Entered on 1/15/2021. (Ecker, C.), 1747 Order (RE: related document(s) 1741 Notice (generic) filed by Debtor Highland Capital Management, L.P.). Entered on 1/15/2021 (Ecker, C.), 1749 Notice (<i>Third Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, If Any, and (III) Related Procedures in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1606 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/19/2021	<p>● 1776 (7 pgs) Notice to take deposition of Highland Capital Management LP filed by Get Good Trust, The Dugaboy Investment Trust. (Draper, Douglas)</p>
01/19/2021	<p>● 1777 (32 pgs; 5 docs) Motion for leave (<i>Motion of the Debtor for Entry of an Order Authorizing the Debtor to Implement a Key Employee Retention Plan with Non-Insider Employees and Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B-1 # 3 Exhibit B-2 # 4 Exhibit C) (Annable, Zachery)</p>
01/19/2021	<p>● 1778 (6 pgs) Motion for expedited hearing(related documents 1777 Motion for leave) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
01/19/2021	<p>● 1779 (16 pgs) Certificate of service re: <i>Documents Served on January 13, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1728 Order granting application for compensation (related document 1545) granting for Hayward & Associates PLLC, fees awarded: \$82325.00, expenses awarded: \$1972.63 Entered on 1/13/2021. (Ecker, C.), 1731 Omnibus Reply to (related document(s): 1697 Objection filed by Interested Party James Dondero, 1706 Objection filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 1707 Objection filed by Creditor CLO Holdco, Ltd.) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 1732 Amended Witness and Exhibit List (<i>Debtor's Second Amended Witness and Exhibit List with Respect to Hearing to Be Held on January 14, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1722 List (witness/exhibit/generic), 1726 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit EE) filed by Debtor Highland Capital Management, L.P., 1736 Emergency Motion to file document under seal.(<i>Debtor's Emergency Motion for Entry of an Order Authorizing the Filing under Seal of Exhibits to Debtor's Omnibus Reply in Support of Debtor's Motion for Entry of an Order Approving Settlement with HarbourVest (Claim Nos. 143, 147, 149, 150, 153, 154), and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/20/2021	<p>● 1780 (20 pgs) Notice of District Court Order Accepting Documents Designated for Inclusion in Record on Appeal Under Seal filed by Interested Parties UBS AG London Branch, UBS Securities LLC. (Sosland,</p>

	Martin)
01/20/2021	<p>● 1781 (5 pgs) Certificate of service re: Notice of Rule 30(b)(6) <i>Amended Certificate of Service</i> filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s) 1776 Notice to take deposition). (Draper, Douglas)</p>
01/20/2021	<p>● 1783 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1777 Motion for leave (<i>Motion of the Debtor for Entry of an Order Authorizing the Debtor to Implement a Key Employee Retention Plan with Non-Insider Employees and Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B-1 # 3 Exhibit B-2 # 4 Exhibit C)). Hearing to be held on 1/26/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1777, (Annable, Zachery)</p>
01/20/2021	<p>● 1784 (9 pgs) WITHDRAWN PER # 1876. Objection to (related document(s): 1719 Notice (generic) filed by Debtor Highland Capital Management, L.P.) filed by Interested Party James Dondero. (Assink, Bryan) Modified on 2/2/2021 (Ecker, C.).</p>
01/20/2021	<p>● 1785 (2 pgs) Order granting motion for expedited hearing (Related Doc# 1778)(document set for hearing: 1777 Motion of the Debtor for Entry of an Order Authorizing the Debtor to Implement a Key Employee Retention Plan with Non-Insider Employees and Granting Related Relief)) Hearing to be held on 1/26/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1777, Entered on 1/20/2021. (Rielly, Bill)</p>
01/20/2021	<p>● 1786 (24 pgs) Certificate of service re: <i>Documents Served on January 14, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1737 Order granting motion to seal exhibits (related document 1736) Entered on 1/14/2021. (Ecker, C.), 1741 Notice (<i>Notice of Stipulation Resolving Proof of Claim No. 166 Filed by Stinson Leonard Street LLP</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 1743 Declaration re: <i>Supplemental Declaration of Conor P. Tully In Support of the Application Authorizing the Employment and Retention of FTI Consulting, Inc. as Financial Advisor to the Official Committee of Unsecured Creditors</i> filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s) 336 Order on application to employ). filed by Financial Advisor FTI Consulting, Inc., 1744 Declaration re: (<i>Supplemental Declaration of Marc D. Katz</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 268 Declaration). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/20/2021	<p>● 1787 (19 pgs) Certificate of service re: <i>Documents Served on or Before January 19, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1764 Notice to take deposition of James P. Seery, Jr. filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 1769 Declaration re: (<i>Report of Mediators</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 912 Order (generic)). filed by Debtor Highland Capital Management, L.P., 1771 Application for compensation <i>Fifteenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from December 1, 2020 through December 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 12/1/2020 to 12/31/2020, Fee: \$1,046,024.00, Expenses: \$4,130.90. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 2/9/2021. filed by Debtor Highland Capital Management, L.P., 1772 Chapter 11 ballot summary filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 1773 Notice to take deposition of James P. Seery, Jr. filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 1777 Motion for leave (<i>Motion of the Debtor for Entry of an Order Authorizing the Debtor to Implement a Key Employee Retention Plan with Non-Insider Employees and Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B-1 # 3 Exhibit B-2 # 4 Exhibit C) filed by Debtor Highland Capital Management, L.P., 1778 Motion for expedited hearing(related documents 1777 Motion for leave) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/21/2021	<p>● 1788 (23 pgs) Order granting motion to compromise controversy with HarbourVest (Claim Nos. 143, 147, 149, 150, 153, 154) and authorizing actions consistent therewith (related document # 1625) Entered on 1/21/2021. (Okafor, M.)</p>

01/21/2021	<p>● 1789 (11 pgs; 2 docs) Notice (<i>Notice of Service of Discovery on Highland Capital Management, L.P.</i>) filed by Interested Party James Dondero. (Attachments: # 1 Ex. A - Document Requests) (Assink, Bryan)</p>
01/21/2021	<p>● 1790 (5 pgs; 2 docs) Subpoena on Jean Paul Sevilla filed by Interested Party James Dondero. (Attachments: # 1 Ex. 1 - Subpoena) (Assink, Bryan)</p>
01/21/2021	<p>● 1791 (5 pgs) Notice (<i>Notice of Withdrawal of Certain Executory Contracts and Unexpired Leases from List of Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1648 Notice (<i>Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, If Any, and (III) Related Procedures in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1606 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation)), 1719 Notice (<i>Second Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, If Any, and (III) Related Procedures in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1606 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation)), 1749 Notice (<i>Third Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, If Any, and (III) Related Procedures in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1606 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation)). (Annable, Zachery)</p>
01/22/2021	<p>● 1792 (17 pgs; 7 docs) Witness and Exhibit List <i>United States' (IRS) Witness & Exhibit List</i> filed by Creditor United States (IRS) (RE: related document(s)1668 Objection to confirmation of plan). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) (Adams, David)</p>
01/22/2021	<p>● 1793 (10 pgs) Witness and Exhibit List <i>for Confirmation Hearing</i> filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund (RE: related document(s)1670 Objection to confirmation of plan). (Hogewood, A.)</p>
01/22/2021	<p>● 1794 (97 pgs; 4 docs) Witness and Exhibit List <i>with Certificate of Service</i> filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Exhibit 5 # 2 Exhibit 6 # 3 Exhibit 6-1) (Draper, Douglas)</p>
01/22/2021	<p>● 1795 (743 pgs; 18 docs) Witness and Exhibit List filed by Interested Party James Dondero (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Dondero Ex. 1 # 2 Dondero Ex. 2 # 3 Dondero Ex. 3 # 4 Dondero Ex. 4 # 5 Dondero Ex. 5 # 6 Dondero Ex. 6 # 7 Dondero Ex. 7 # 8 Dondero Ex. 8 # 9 Dondero Ex. 9 # 10 Dondero Ex. 10 # 11 Dondero Ex. 11 # 12 Dondero Ex. 12 # 13 Dondero Ex. 13 # 14 Dondero Ex. 14 # 15 Dondero Ex. 15 # 16 Dondero Ex. 16 # 17 Dondero Ex. 17) (Assink, Bryan)</p>

01/22/2021	<p>● 1796 (796 pgs; 40 docs) Witness and Exhibit List for Hearing Scheduled for January 26, 2021 at 9:30 a.m. filed by Creditor Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Exhibit SE1 # 2 Exhibit SE2 # 3 Exhibit SE # 4 Exhibit SE4 # 5 Exhibit SE5 # 6 Exhibit SE6 # 7 Exhibit SE7 # 8 Exhibit SE8 # 9 Exhibit SE9 # 10 Exhibit SE10 # 11 Exhibit SE11 # 12 Exhibit SE12 # 13 Exhibit SE13 # 14 Exhibit SE14 # 15 Exhibit SE15 # 16 Exhibit SE16 # 17 Exhibit SE17 # 18 Exhibit SE18 # 19 Exhibit SE19 # 20 Exhibit SE20 # 21 Exhibit SE21 # 22 Exhibit SE22 # 23 Exhibit SE23 # 24 Exhibit SE24 # 25 Exhibit SE25 # 26 Exhibit SE26 # 27 Exhibit SE27 # 28 Exhibit SE28 # 29 Exhibit SE29 # 30 Exhibit SE30 # 31 Exhibit SE31 # 32 Exhibit SE33 # 33 Exhibit SE34 # 34 Exhibit SE35 # 35 Exhibit SE36 # 36 Exhibit SE37 # 37 Exhibit SE38 # 38 Exhibit SE39 # 39 Exhibit SE40) (Smith, Frances)</p>
01/22/2021	<p>● 1797 (5 pgs) Witness and Exhibit List filed by Creditor CLO Holdco, Ltd. (RE: related document(s)1472 Chapter 11 plan). (Kane, John)</p>
01/22/2021	<p>● 1798 (6 pgs) Certificate of service re: Witness & Exhibit List for Hearing Scheduled for January, 26, 2021 at 9:30 a.m. filed by Creditor Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon (RE: related document(s)1796 List (witness/exhibit/generic)). (Smith, Frances)</p>
01/22/2021	<p>● 1799 (10 pgs; 2 docs) Witness and Exhibit List for Hearing Scheduled for January 26, 2021 at 9:30 a.m. filed by Creditor Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Exhibit SE33) (Smith, Frances)</p>
01/22/2021	<p>● 1800 (8914 pgs; 77 docs) Exhibit and Witness List for Confirmation Hearing filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund (RE: related document(s)1670 Objection to confirmation of plan). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Exhibit J # 11 Exhibit K # 12 Exhibit L # 13 Exhibit M # 14 Exhibit N # 15 Exhibit O # 16 Exhibit P # 17 Exhibit Q # 18 Exhibit R # 19 Exhibit S # 20 Exhibit U # 21 Exhibit U # 22 Exhibit V # 23 Exhibit W # 24 Exhibit X # 25 Exhibit Y # 26 Exhibit Z # 27 Exhibit AA # 28 Exhibit BB # 29 Exhibit CC # 30 Exhibit DD # 31 Exhibit EE # 32 Exhibit FF # 33 Exhibit GG # 34 Exhibit HH # 35 Exhibit II # 36 Exhibit JJ # 37 Exhibit KK # 38 Exhibit LL # 39 Exhibit MM # 40 Exhibit NN # 41 Exhibit OO # 42 Exhibit PP # 43 Exhibit QQ # 44 Exhibit RR # 45 Exhibit SS # 46 Exhibit TT # 47 Exhibit UU # 48 Exhibit VV # 49 Exhibit WW # 50 Exhibit XX # 51 Exhibit YY # 52 Exhibit ZZ # 53 Exhibit AAA # 54 Exhibit BBB # 55 Exhibit CCC # 56 Exhibit DDD # 57 Exhibit EEE # 58 Exhibit FFF # 59 Exhibit GGG # 60 Exhibit HHH # 61 Exhibit III # 62 Exhibit JJJ # 63 Exhibit KKK # 64 Exhibit LLL # 65 Exhibit MMM # 66 Exhibit NNN # 67 Exhibit OOO # 68 Exhibit PPP # 69 Exhibit QQQ # 70 Exhibit RRR # 71 Exhibit SSS # 72 Exhibit TTT # 73 Exhibit UUU # 74 Exhibit VVV # 75 Exhibit WWW # 76 Exhibit ZZZ) (Hogewood, A.) MODIFIED on 1/25/2021 (Ecker, C.).</p>
01/22/2021	<p>● 1801 (24 pgs; 6 docs) Adversary case 21-03003. Complaint by Highland Capital Management, L.P. against James Dondero. Fee Amount \$350 (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Adversary Cover Sheet). Nature(s) of suit: 02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)). 11 (Recovery of money/property - 542 turnover of property). 13-Recovery of money/property - §548 fraudulent transfer; 14-Recovery of money/property - other; 91-Declaratory judgment (Annable, Zachery) Modified text to update Natures of Suit on 8/30/2021 (Ecker, C.).</p>
01/22/2021	<p>● 1802 (20 pgs; 5 docs) Adversary case 21-03004. Complaint by Highland Capital Management, L.P. against Highland Capital Management Fund Advisors, L.P.. Fee Amount \$350 (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Cover Sheet). Nature(s) of suit: 02 (Other (e.g. other actions that would</p>

	have been brought in state court if unrelated to bankruptcy)). 11 (Recovery of money/property - 542 turnover of property). (Annable, Zachery)
01/22/2021	<p>● 1803 (27 pgs; 5 docs) Adversary case 21-03005. Complaint by Highland Capital Management, L.P. against NexPoint Advisors, L.P.. Fee Amount \$350 (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Adversary Cover Sheet). Nature(s) of suit: 02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)). 11 (Recovery of money/property - 542 turnover of property). 03 13-Recovery of money/property - \$548 fraudulent transfer. 04 14-Recovery of money/property - other. 05 91-Declaratory judgment. (Annable, Zachery) MODIFIED to add natures of suit on 8/30/2021 (Ecker, C.).</p>
01/22/2021	<p>● 1804 (37 pgs; 9 docs) Adversary case 21-03006. Complaint by Highland Capital Management, L.P. against Highland Capital Management Services, Inc.. Fee Amount \$350 (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Adversary Cover Sheet). Nature(s) of suit: 02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)). 11 (Recovery of money/property - 542 turnover of property). 03 13-Recovery of money/property - \$548 fraudulent transfer . 04 14-Recovery of money/property - other. 05 91-Declaratory judgment. (Annable, Zachery) MODIFIED to add Natures of Suit on 8/30/2021 (Ecker, C.).</p>
01/22/2021	<p>● 1805 (37 pgs; 9 docs) Adversary case 21-03007. Complaint by Highland Capital Management, L.P. against HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC). Fee Amount \$350 (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Cover Sheet). Nature(s) of suit: 02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)). 11 (Recovery of money/property - 542 turnover of property). 0313-Recovery of money/property - \$548 fraudulent transfer. 04 14-Recovery of money/property - other . 0591-Declaratory judgment. (Annable, Zachery) MODIFIED to add Natures of Suit on 8/30/2021 (Ecker, C.).</p>
01/22/2021	<p>● 1806 (8 pgs; 2 docs) Motion to file document under seal. Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund (Attachments: # 1 Proposed Order) (Vasek, Julian)</p>
01/22/2021	<p>● 1807 (125 pgs; 4 docs) INCORRECT EVENT: Attorney to refile. Notice (<i>Debtor's Omnibus Reply to Objections to Confirmation of the Fifth Amended Plan of Reorganization of Highland Capital Management L.P. (with Technical Modifications)</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1661 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Interested Party James Dondero., 1662 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by City of Richardson, Allen ISD, City of Allen, Dallas County, Kaufman County., 1666 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Interested Parties Brad Borud, Jack Yang., 1667 Objection to confirmation of planwith <i>Certificate of Service</i> (RE: related document(s)1472 Chapter 11 plan) filed by Get Good Trust, The Dugaboy Investment Trust., 1668 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Creditor United States (IRS)., 1669 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Creditor Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon. (Attachments: # 1 Exhibit A # 2 Exhibit B), 1670 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund. (Attachments: # 1 Exhibit A), 1673 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC., 1676 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Interested Parties NexBank Title Inc., NexBank Securities Inc., NexBank Capital Inc., NexBank., 1678 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by</p>

	Creditor Patrick Daugherty). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) (Annable, Zachery) MODIFIED on 1/25/2021 (Ecker, C.).
01/22/2021	1808 (66 pgs) Modified chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1472 Chapter 11 plan). (Annable, Zachery)
01/22/2021	1809 (68 pgs) Support/supplemental document (<i>Redline of Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1808 Chapter 11 plan). (Annable, Zachery)
01/22/2021	1810 (59 pgs; 8 docs) Witness and Exhibit List [Exhibits 1-2 and 12-17] filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 1797 List (witness/exhibit/generic)). (Attachments: # 1 CLO Exhibit 2 # 2 CLO Exhibit 12 # 3 CLO Exhibit 13 # 4 CLO Exhibit 14 # 5 CLO Exhibit 15 # 6 CLO Exhibit 16 # 7 CLO Exhibit 17) (Kane, John) MODIFIED on 1/25/2021 (Ecker, C.).
01/22/2021	1811 (249 pgs; 15 docs) NOTICE (Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1808 Chapter 11 plan). (Attachments: # 1 Exhibit Q # 2 Exhibit R # 3 Exhibit S # 4 Exhibit T # 5 Exhibit U # 6 Exhibit V # 7 Exhibit W # 8 Exhibit X # 9 Exhibit Y # 10 Exhibit Z # 11 Exhibit AA # 12 Exhibit BB # 13 Exhibit CC # 14 Exhibit DD) (Annable, Zachery) Modified text on 1/25/2021 (Ecker, C.).
01/22/2021	1812 SEALED document regarding: CLO Exhibit 3 - Aberdeen Loan Funding, Ltd. Servicing Agreement [CONFIDENTIAL] in connection to CLO's Witness and Exhibit List at Docket No. 1797 per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 382 Order on motion for protective order). (Kane, John)
01/22/2021	1813 SEALED document regarding: CLO Exhibit 4 - Brentwood CLO Ltd. Servicing Agreement [CONFIDENTIAL] in connection to CLO's Witness and Exhibit List at Docket No. 1797 per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 382 Order on motion for protective order). (Kane, John)
01/22/2021	1814 (68 pgs) Memorandum of Law in support of confirmation filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1808 Chapter 11 plan). (Annable, Zachery) Modified on 1/25/2021 (Ecker, C.).
01/22/2021	1815 SEALED document regarding: CLO Exhibit 5 - Grayson CLO Ltd. Servicing Agreement and Amendment to Servicing Agreement [CONFIDENTIAL] in connection to CLO's Witness and Exhibit List at Docket No. 1797 per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 382 Order on motion for protective order). (Kane, John)
01/22/2021	1816 SEALED document regarding: CLO Exhibit 6 - Liberty CLO, Ltd. Portfolio Management Agreement [CONFIDENTIAL] in connection to CLO's Witness and Exhibit List at Docket No. 1797 per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 382 Order on motion for protective order). (Kane, John)
01/22/2021	1817 SEALED document regarding: CLO Exhibit 7 - Red River CLO Ltd. Servicing Agreement and Amendment to Servicing Agreement [CONFIDENTIAL] in connection to CLO's Witness and Exhibit List at Docket No. 1797 per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 382 Order on motion for protective order). (Kane, John)
01/22/2021	1818 SEALED document regarding: CLO Exhibit 8 - Rockwall CDO Ltd. Servicing Agreement [CONFIDENTIAL] in connection to CLO's Witness and Exhibit List at Docket No. 1797 per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 382 Order on motion for protective order). (Kane, John)

01/22/2021	<p>● 1819 SEALED document regarding: CLO Exhibit 9 - Valhalla CLO, Ltd. Reference Portfolio Management Agreement [CONFIDENTIAL] in connection to CLO's Witness and Exhibit List at Docket No. 1797 per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s)382 Order on motion for protective order). (Kane, John)</p>
01/22/2021	<p>● 1820 SEALED document regarding: CLO Exhibit 10 - Westchester CLO, Ltd. Servicing Agreement [CONFIDENTIAL] in connection to CLO's Witness and Exhibit List at Docket No. 1797 per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s)382 Order on motion for protective order). (Kane, John)</p>
01/22/2021	<p>● 1821 SEALED document regarding: CLO Exhibit 11 - Debtor Prepared Summary of CLO Holdco, Ltd.'s Interest in Debtor-Managed CLO Funds [CONFIDENTIAL] in connection to CLO's Witness and Exhibit List at Docket No. 1797 per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s)382 Order on motion for protective order). (Kane, John)</p>
01/22/2021	<p>● 1822 (10531 pgs; 164 docs) (REDACTED EXHIBITS ADDED 01/27/2021); Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1808 Chapter 11 plan). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 List of 20 Largest Creditors C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Exhibit J # 11 Exhibit K # 12 Exhibit L # 13 Exhibit M # 14 Exhibit N # 15 Exhibit O # 16 Exhibit P # 17 Exhibit Q # 18 Exhibit R # 19 Exhibit S # 20 Exhibit T # 21 Exhibit U # 22 Exhibit V # 23 List of 20 Largest Creditors W # 24 Exhibit X # 25 Exhibit Y # 26 Exhibit Z # 27 Exhibit AA # 28 Exhibit BB # 29 Exhibit CC # 30 Exhibit DD # 31 Exhibit EE # 32 Exhibit FF # 33 Exhibit GG # 34 Exhibit HH # 35 Exhibit II # 36 Exhibit JJ # 37 Exhibit KK # 38 Exhibit LL # 39 Exhibit MM # 40 Exhibit NN # 41 Exhibit OO # 42 Exhibit PP # 43 Exhibit QQ # 44 Exhibit RR # 45 Exhibit SS # 46 Exhibit TT # 47 Exhibit UU # 48 Exhibit VV # 49 Exhibit WW # 50 Exhibit XX # 51 Exhibit YY # 52 Exhibit ZZ # 53 Exhibit AAA # 54 Exhibit BBB # 55 Exhibit CCC # 56 Exhibit DDD # 57 Exhibit EEE # 58 Exhibit FFF # 59 Exhibit GGG # 60 Exhibit HHH # 61 Exhibit III # 62 Exhibit JJJ # 63 Exhibit KKK # 64 Exhibit LLL # 65 Exhibit MMM # 66 Exhibit NNN # 67 Exhibit OOO # 68 Exhibit PPP # 69 Exhibit QQQ # 70 Exhibit RRR # 71 Exhibit SSS # 72 Exhibit TTT # 73 Exhibit UUU # 74 Exhibit VVV # 75 Exhibit WWW # 76 Exhibit XXX # 77 Exhibit YYY # 78 Exhibit ZZZ # 79 Exhibit AAAA # 80 Exhibit BBBB # 81 Exhibit CCCC # 82 Exhibit DDDD # 83 Exhibit EEEE # 84 Exhibit FFFF # 85 Exhibit GGGG # 86 Exhibit MMMM # 87 Exhibit NNNN # 88 Exhibit OOOO # 89 Exhibit PPPP # 90 Exhibit QQQQ # 91 Exhibit RRRR # 92 Exhibit SSSS # 93 Exhibit TTTT # 94 Exhibit UUUU # 95 Exhibit VVVV # 96 Exhibit WWWW # 97 Exhibit XXXX # 98 Exhibit YYYY # 99 Exhibit ZZZZ # 100 Exhibit AAAAA # 101 Exhibit BBBBB # 102 Exhibit CCCCC # 103 Exhibit DDDDD # 104 Exhibit EEEEE # 105 Exhibit FFFFF # 106 Exhibit GGGGG # 107 Exhibit HHHHH # 108 Exhibit IIIII # 109 Exhibit JJJJJ # 110 Exhibit KKKKK # 111 Exhibit LLLLL # 112 Exhibit MMMMM # 113 Exhibit NNNNN # 114 Exhibit OOOOO # 115 Exhibit PPPPP # 116 Exhibit QQQQQ # 117 Exhibit RRRRR # 118 Exhibit SSSSS # 119 Exhibit TTTTT # 120 Exhibit UUUUU # 121 Exhibit VVVVV # 122 Exhibit WWWW # 123 Exhibit XXXXX # 124 Exhibit YYYYY # 125 Exhibit ZZZZ # 126 Exhibit AAAAAA # 127 Exhibit BBBBBB # 128 Exhibit CCCCCC # 129 Exhibit DDDDDD # 130 Exhibit EEEEEE # 131 Exhibit FFFFFFF # 132 Exhibit GGGGGG # 133 Exhibit HHHHHH # 134 Exhibit IIIIII # 135 Exhibit JJJJJJ # 136 Exhibit KKKKKK # 137 Exhibit LLLLLL # 138 Exhibit MMMMMM # 139 Exhibit NNNNNN # 140 Exhibit OOOOOO # 141 Exhibit PPPPPP # 142 Exhibit QQQQQQ # 143 Exhibit RRRRRR # 144 Exhibit SSSSSS # 145 Exhibit TTTTTT # 146 Exhibit UUUUUU # 147 Exhibit VVVVVV # 148 Exhibit WWWWWW # 149 Exhibit XXXXXX # 150 Exhibit YYYYYY # 151 Exhibit ZZZZZZ) (Annable, Zachery) Additional attachment(s) added on 1/27/2021 (Okafor, M.). Modified on 1/27/2021 (Okafor, M.). Additional attachment(s) added on 1/28/2021 (Okafor, M.).</p>
01/22/2021	<p>● 1823 (18 pgs) Response unopposed to (related document(s): 1828 Response filed by Debtor Highland Capital Management, L.P.. Modified linkage on 1/25/2021 (Ecker, C.).</p>
01/22/2021	<p>● 1828 (125 pgs; 4 docs) Response opposed to (related document(s): 1661 Objection to confirmation of plan filed by Interested Party James Dondero, 1662 Objection to confirmation of plan filed by Creditor City of Richardson, Creditor Allen ISD, Creditor Kaufman County, Creditor Dallas County, Creditor City of Allen, 1666 Objection to confirmation of plan filed by Interested Party Jack Yang, Interested Party Brad Borud, 1667 Objection to confirmation of plan filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 1668 Objection to confirmation of plan filed by Creditor United States (IRS), 1669</p>

	<p>Objection to confirmation of plan filed by Creditor Scott Ellington, Thomas Sargent, Frank Waterhouse, Isaac Leventon, 1670 Objection to confirmation of plan filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., Interested Party Highland Funds I and its series, Interested Party Highland Healthcare Opportunities Fund, Interested Party Highland/iBoxx Senior Loan ETF, Interested Party Highland Opportunistic Credit Fund, Interested Party Highland Merger Arbitrage Fund, Interested Party Highland Funds II and its series, Interested Party Highland Small-Cap Equity Fund, Interested Party Highland Fixed Income Fund, Interested Party Highland Socially Responsible Equity Fund, Interested Party Highland Total Return Fund, Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund, Interested Party Highland Income Fund, Interested Party Highland Global Allocation Fund, Interested Party NexPoint Real Estate Strategies Fund, 1671 Objection, 1673 Objection to confirmation of plan filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC, 1676 Objection to confirmation of plan filed by Interested Party NexBank, Interested Party NexBank Capital Inc., Interested Party NexBank Securities Inc., Interested Party NexBank Title Inc., 1678 Objection to confirmation of plan filed by Creditor Patrick Daugherty) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) (Annable, Zachery) Modified date on 1/25/2021 (Ecker, C.). (Entered: 01/25/2021)</p>
01/23/2021	<p>1824 (3 pgs) Notice to take deposition of James P. Seery, Jr. filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
01/23/2021	<p>1825 (13 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)1785 Order granting motion for expedited hearing (Related Doc1778)(document set for hearing: 1777 Motion of the Debtor for Entry of an Order Authorizing the Debtor to Implement a Key Employee Retention Plan with Non-Insider Employees and Granting Related Relief)) Hearing to be held on 1/26/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1777, Entered on 1/20/2021.) No. of Notices: 1. Notice Date 01/23/2021. (Admin.)</p>
01/24/2021	<p>1826 (12 pgs; 2 docs) Application for administrative expenses Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (Attachments: # 1 Service List) (Vasek, Julian)</p>
01/25/2021	<p>1827 (4 pgs) Emergency Motion to continue hearing on (related documents 1808 Chapter 11 plan) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
01/25/2021	<p>1829 (2 pgs) Notice (<i>Notice of Increase in Hourly Rates for Hayward PLLC (Formerly Hayward & Associates PLLC) Effective as of January 1, 2021</i>) filed by Other Professional Hayward & Associates PLLC. (Annable, Zachery)</p>
01/25/2021	<p>1830 (2 pgs) Order granting motion to continue hearing on (related document # 1827) (related documents Modified Chapter 11 plan) Confirmation hearing to be held on 2/2/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Entered on 1/25/2021. (Okafor, M.)</p>
01/25/2021	<p>1831 (2 pgs) Order granting motion to file exhibits under seal (related document # 1806) Entered on 1/25/2021. (Okafor, M.)</p>
01/25/2021	<p>1832 (6 pgs) Notice of hearing filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1745 Motion to appoint trustee<i>Motion to Appoint Examiner Pursuant to 11 U.S.C. § 1104(c)</i>) Filed by Get Good Trust, The Dugaboy Investment Trust (Attachments: # 1 Proposed Order)). Hearing to be held on 3/2/2021 at 01:30 PM Dallas Judge Jernigan Ctrm for 1745, (Draper, Douglas)</p>
01/25/2021	<p>1833 (3 pgs) Notice (<i>Notice of Certificate of Service re: Letter Dated January 19, 2021 to PCMG Trading Partners XXIII, L.P. from James P. Seery, Jr. re Highland Select Equity Fund, L.P.</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
01/25/2021	<p>1834 (4 pgs) Certificate of service re: Notice Of Hearing filed by Get Good Trust, The Dugaboy</p>

	Investment Trust (RE: related document(s) 1832 Notice of hearing). (Draper, Douglas)
01/25/2021	1835 (9 pgs; 2 docs) INCORRECT ENTRY: Attorney to refile. Motion to redact/restrict Emergency Redact (related document(s): 1822) (Fee Amount \$26) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) (Annable, Zachery) MODIFIED on 1/26/2021 (Ecker, C.).
01/25/2021	Receipt of filing fee for Motion to Redact/Restrict From Public View(19-34054-sgj11) [motion,mredact] (26.00). Receipt number 28441834, amount \$ 26.00 (re: Doc# 1835). (U.S. Treasury)
01/25/2021	1836 (6 pgs; 2 docs) Motion to file document under seal. <i>Emergency Motion to File Competing Plan and Disclosure Statement Under Seal</i> Filed by Interested Party NexPoint Advisors, L.P. (Attachments: # 1 Proposed Order) (Rukavina, Davor)
01/25/2021	1837 (7 pgs) Certificate of service re: <i>1) Notice of Hearing on Motion of the Debtor for Entry of an Order Authorizing the Debtor to Implement a Key Employee Retention Plan with Non-Insider Employees and Granting Relief; and 2) Order Granting Debtors Motion for an Expedited Hearing on the Motion of the Debtor for Entry of an Order Authorizing the Debtor to Implement a Key Employee Retention Plan with Non-Insider Employees and Granting Related Relief</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1783 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1777 Motion for leave (<i>Motion of the Debtor for Entry of an Order Authorizing the Debtor to Implement a Key Employee Retention Plan with Non-Insider Employees and Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B-1 # 3 Exhibit B-2 # 4 Exhibit C)). Hearing to be held on 1/26/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1777 , filed by Debtor Highland Capital Management, L.P., 1785 Order granting motion for expedited hearing (Related Doc 1778)(document set for hearing: 1777 Motion of the Debtor for Entry of an Order Authorizing the Debtor to Implement a Key Employee Retention Plan with Non-Insider Employees and Granting Related Relief)) Hearing to be held on 1/26/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1777 , Entered on 1/20/2021.). (Kass, Albert)
01/26/2021	1838 (7 pgs; 2 docs) Notice (<i>Notice of Settlement</i>) filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Settlement Agreement) (Annable, Zachery)
01/26/2021	1839 (4 pgs) WITHDRAWN at # 1858 . Notice to take deposition of Frank Waterhouse filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund. (Hogewood, A.) Modified on 1/29/2021 (Ecker, C.).
01/26/2021	1840 (2 pgs) INCORRECT ENTRY: Attorney to refile. Motion to withdraw document <i>Notice of Withdrawal of Limited Objection of Senior Employees By Frank Waterhouse and Thomas Surgent Only</i> (related document(s) 1669 Objection to confirmation of plan) Filed by Creditor Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon (Smith, Frances) MODIFIED on 1/27/2021 (Ecker, C.).
01/26/2021	1841 (5 pgs) Certificate of service re: Notice of Withdrawal of Limited Objection of Senior Employees By Frank Waterhouse and Thomas Surgent Only filed by Creditor Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon (RE: related document(s) 1840 Motion to withdraw document <i>Notice of Withdrawal of Limited Objection of Senior Employees By Frank Waterhouse and Thomas Surgent Only</i> (related document(s) 1669 Objection to confirmation of plan)). (Smith, Frances)
01/26/2021	1842 (45 pgs) Application for compensation <i>Fourteenth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 12/1/2020 to 12/31/2020, Fee: \$416,359.08, Expenses: \$5,403.36. Filed by Attorney Juliana Hoffman Objections due by 2/16/2021. (Hoffman, Juliana)

01/26/2021	<p>● 1843 (2 pgs) Stipulation by Highland Capital Management, L.P. and Crescent TC Investors, L.P. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1623 Motion to extend time to assume unexpired nonresidential real property lease). (Hayward, Melissa)</p>
01/26/2021	<p>● 1844 (32 pgs) Certificate of service re: <i>Documents Served on January 21, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1788 Order granting motion to compromise controversy with HarbourVest (Claim Nos. 143, 147, 149, 150, 153, 154) and authorizing actions consistent therewith (related document 1625) Entered on 1/21/2021. (Okafor, M.), 1791 Notice (<i>Notice of Withdrawal of Certain Executory Contracts and Unexpired Leases from List of Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1648 Notice (<i>Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, If Any, and (III) Related Procedures in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1606 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation)), 1719 Notice (<i>Second Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, If Any, and (III) Related Procedures in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1606 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation)), 1749 Notice (<i>Third Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, If Any, and (III) Related Procedures in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1606 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation))). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/26/2021	<p>● 1850 Hearing held on 1/26/2021. (RE: related document(s)1777 Motion for leave (Motion of the Debtor for Entry of an Order Authorizing the Debtor to Implement a Key Employee Retention Plan with Non-Insider Employees and Granting Related Relief) filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz and J. Morris for Debtor; M. Clemente for UCC; J. Kane for CLO Holdco; D. Rukavina and L. Hogewood for Advisors and Funds; J. Wilson for J. Dondero. Evidentiary hearing. Motion granted. Counsel to upload order.) (Edmond, Michael) (Entered: 01/27/2021)</p>
01/27/2021	<p>● 1845 (2 pgs) <i>Withdrawal of Limited Objection of Senior Employees By Frank Waterhouse and Thomas Surgent Only</i> filed by Creditor Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon (RE: related document(s)1669 Objection to confirmation of plan). (Smith, Frances)</p>
01/27/2021	<p>● 1846 (3 pgs) Notice to take deposition of Isaac Leventon filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
01/27/2021	<p>● 1847 (7 pgs) Notice (<i>Fourth Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, if Any, and (III) Related Procedures in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1606 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation)). (Annable, Zachery)</p>

01/27/2021	<p>● 1848 (80 pgs; 14 docs) Amended Motion to redact/restrict (related document(s):1835) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order # 2 Exhibit PPPP # 3 Exhibit QQQQ # 4 Exhibit RRRR # 5 Exhibit SSSS # 6 Exhibit TTTT # 7 Exhibit UUUU # 8 Exhibit VVVV # 9 Exhibit WWWW # 10 Exhibit XXXX # 11 Exhibit YYYY # 12 Exhibit ZZZZ # 13 Exhibit DDDDDD) (Annable, Zachery)</p>
01/27/2021	<p>● 1849 (2 pgs) Order Granting Motion of the Debtor for Entry of an Order Authorizing the Debtor to Implement a Key Employee Retention Plan with Non-Insider Employees and Granting Related Relief (related document # 1777) Entered on 1/27/2021. (Okafor, M.)</p>
01/27/2021	<p>● 1851 (1 pg) Order granting motion to seal documents (related document # 1836) Entered on 1/27/2021. (Okafor, M.)</p>
01/27/2021	<p>● 1852 (3 pgs) Order Granting Amended Emergency Motion to Redact Certain Exhibits Attached to Debtors Witness and Exhibit List with Respect to Confirmation Hearing to Be Held on February 2, 2021 (Related Doc # 1848) Entered on 1/27/2021. (Okafor, M.)</p>
01/27/2021	<p>● 1853 (126 pgs) Application for compensation <i>Sidley Austin LLP's Fourth Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 9/1/2020 to 11/30/2020, Fee: \$1,620,489.60, Expenses: \$8,974.00. Filed by Attorney Juliana Hoffman Objections due by 2/17/2021. (Hoffman, Juliana)</p>
01/27/2021	<p>● 1854 (15 pgs) Certificate of service re: <i>Documents Served on January 22, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1807 INCORRECT EVENT: Attorney to refile. Notice (<i>Debtor's Omnibus Reply to Objections to Confirmation of the Fifth Amended Plan of Reorganization of Highland Capital Management L.P. (with Technical Modifications)</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1661 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Interested Party James Dondero., 1662 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by City of Richardson, Allen ISD, City of Allen, Dallas County, Kaufman County., 1666 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Interested Parties Brad Borud, Jack Yang., 1667 Objection to confirmation of plan <i>with Certificate of Service</i> (RE: related document(s)1472 Chapter 11 plan) filed by Get Good Trust, The Dugaboy Investment Trust., 1668 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Creditor United States (IRS), 1669 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Creditor Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon. (Attachments: # 1 Exhibit A # 2 Exhibit B), 1670 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund. (Attachments: # 1 Exhibit A), 1673 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC., 1676 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Interested Parties NexBank Title Inc., NexBank Securities Inc., NexBank Capital Inc., NexBank., 1678 Objection to confirmation of plan (RE: related document(s)1472 Chapter 11 plan) filed by Creditor Patrick Daugherty.). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) (Annable, Zachery) MODIFIED on 1/25/2021 (Ecker, C.). filed by Debtor Highland Capital Management, L.P., 1808 Modified chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1472 Chapter 11 plan). filed by Debtor Highland Capital Management, L.P., 1809 Support/supplemental document (<i>Redline of Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1808 Chapter 11 plan). filed by Debtor Highland Capital Management, L.P., 1811 NOTICE (Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1808 Chapter 11 plan). (Attachments: # 1 Exhibit Q # 2 Exhibit R # 3 Exhibit S # 4 Exhibit T # 5 Exhibit U # 6 Exhibit V # 7 Exhibit W # 8 Exhibit X # 9</p>

	<p>Exhibit Y # 10 Exhibit Z # 11 Exhibit AA # 12 Exhibit BB # 13 Exhibit CC # 14 Exhibit DD) (Annable, Zachery) Modified text on 1/25/2021 (Ecker, C.). filed by Debtor Highland Capital Management, L.P., 1814 Memorandum of Law in support of confirmation filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1808 Chapter 11 plan). (Annable, Zachery) Modified on 1/25/2021 (Ecker, C.). filed by Debtor Highland Capital Management, L.P., 1822 (REDACTED EXHIBITS ADDED 01/27/2021); Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1808 Chapter 11 plan). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 List of 20 Largest Creditors C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Exhibit J # 11 Exhibit K # 12 Exhibit L # 13 Exhibit M # 14 Exhibit N # 15 Exhibit O # 16 Exhibit P # 17 Exhibit Q # 18 Exhibit R # 19 Exhibit S # 20 Exhibit T # 21 Exhibit U # 22 Exhibit V # 23 List of 20 Largest Creditors W # 24 Exhibit X # 25 Exhibit Y # 26 Exhibit Z # 27 Exhibit AA # 28 Exhibit BB # 29 Exhibit CC # 30 Exhibit DD # 31 Exhibit EE # 32 Exhibit FF # 33 Exhibit GG # 34 Exhibit HH # 35 Exhibit II # 36 Exhibit JJ # 37 Exhibit KK # 38 Exhibit LL # 39 Exhibit MM # 40 Exhibit NN # 41 Exhibit OO # 42 Exhibit PP # 43 Exhibit QQ # 44 Exhibit RR # 45 Exhibit SS # 46 Exhibit TT # 47 Exhibit UU # 48 Exhibit VV # 49 Exhibit WW # 50 Exhibit XX # 51 Exhibit YY # 52 Exhibit ZZ # 53 Exhibit AAA # 54 Exhibit BBB # 55 Exhibit CCC # 56 Exhibit DDD # 57 Exhibit EEE # 58 Exhibit FFF # 59 Exhibit GGG # 60 Exhibit HHH # 61 Exhibit III # 62 Exhibit JJJ # 63 Exhibit KKK # 64 Exhibit LLL # 65 Exhibit MMM # 66 Exhibit NNN # 67 Exhibit OOO # 68 Exhibit PPP # 69 Exhibit QQQ # 70 Exhibit RRR # 71 Exhibit SSS # 72 Exhibit TTT # 73 Exhibit UUU # 74 Exhibit VVV # 75 Exhibit WWW # 76 Exhibit XXX # 77 Exhibit YYY # 78 Exhibit ZZZ # 79 Exhibit AAAA # 80 Exhibit BBBB # 81 Exhibit CCCC # 82 Exhibit DDDD # 83 Exhibit EEEE # 84 Exhibit FFFF # 85 Exhibit GGGG # 86 Exhibit MMMM # 87 Exhibit NNNN # 88 Exhibit OOOO # 89 Exhibit PPPP # 90 Exhibit QQQQ # 91 Exhibit RRRR # 92 Exhibit SSSS # 93 Exhibit TTTT # 94 Exhibit UUUU # 95 Exhibit VVVV # 96 Exhibit WWWW # 97 Exhibit XXXX # 98 Exhibit YYYYY # 99 Exhibit ZZZZ # 100 Exhibit AAAAA # 101 Exhibit BBBBB # 102 Exhibit CCCCC # 103 Exhibit DDDDD # 104 Exhibit EEEEE # 105 Exhibit FFFFF # 106 Exhibit GGGGG # 107 Exhibit HHHHH # 108 Exhibit IIIII # 109 Exhibit JJJJJ # 110 Exhibit KKKKK # 111 Exhibit LLLLL # 112 Exhibit MMMMM # 113 Exhibit NNNNN # 114 Exhibit OOOOO # 115 Exhibit PPPPP # 116 Exhibit QQQQQ # 117 Exhibit RRRRR # 118 Exhibit SSSSS # 119 Exhibit TTTTT # 120 Exhibit UUUUU # 121 Exhibit VVVVV # 122 Exhibit WWWWW # 123 Exhibit XXXXX # 124 Exhibit YYYYYY # 125 Exhibit ZZZZZ # 126 Exhibit AAAAAA # 127 Exhibit BBBBBB # 128 Exhibit CCCCC # 129 Exhibit DDDDDD # 130 Exhibit EEEEEEE # 131 Exhibit FFFFFFF # 132 Exhibit GGGGGG # 133 Exhibit HHHHHH # 134 Exhibit IIIIII # 135 Exhibit JJJJJJ # 136 Exhibit KKKKKK # 137 Exhibit LLLLLL # 138 Exhibit MMMMMM # 139 Exhibit NNNNNN # 140 Exhibit OOOOOO # 141 Exhibit PPPPPP # 142 Exhibit QQQQQQ # 143 Exhibit RRRRRR # 144 Exhibit SSSSSS # 145 Exhibit TTTTTT # 146 Exhibit UUUUUU # 147 Exhibit VVVVVV # 148 Exhibit WWWWWW # 149 Exhibit XXXXXX # 150 Exhibit YYYYYY # 151 Exhibit ZZZZZZ) (Annable, Zachery) Additional attachment(s) added on 1/27/2021 (Okafor, M.). Modified on 1/27/2021 (Okafor, M.). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/28/2021	<p>1855 (3 pgs) Notice of Appearance and Request for Notice by Jeff P. Prostok filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P.. (Prostok, Jeff)</p>
01/28/2021	<p>1856 (3 pgs) Notice of Appearance and Request for Notice by Suzanne K. Rosen filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P.. (Rosen, Suzanne)</p>
01/28/2021	<p>1857 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1624 Motion to assume executory contract or unexpired lease Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Proposed Order)). Hearing to be held on 2/2/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1624, (Annable, Zachery)</p>
01/28/2021	<p>1858 (4 pgs) <i>Withdrawal of Notice of Deposition</i> filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund (RE: related document(s)1839 Notice to take deposition). (Hogewood, A.)</p>

01/28/2021	<p>● 1859 SEALED document regarding: PLAN OF REORGANIZATION OF JAMES DONDERO, NEXPOINT ADVISORS, L.P. per court order filed by Interested Parties James Dondero, Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)1851 Order on motion to seal). (Rukavina, Davor)</p>
01/28/2021	<p>● 1860 SEALED document regarding: DISCLOSURE STATEMENT IN SUPPORT OF PLAN OF REORGANIZATION per court order filed by Interested Parties James Dondero, Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)1851 Order on motion to seal). (Rukavina, Davor)</p>
01/28/2021	<p>● 1861 (19 pgs) Certificate of service re: <i>Documents Served on or Before January 25, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1824 Notice to take deposition of James P. Seery, Jr. filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 1827 Emergency Motion to continue hearing on (related documents 1808 Chapter 11 plan) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 1829 Notice (<i>Notice of Increase in Hourly Rates for Hayward PLLC (Formerly Hayward & Associates PLLC) Effective as of January 1, 2021</i>) filed by Other Professional Hayward & Associates PLLC. filed by Other Professional Hayward & Associates PLLC, 1830 Order granting motion to continue hearing on (related document 1827) (related documents Modified Chapter 11 plan) Confirmation hearing to be held on 2/2/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Entered on 1/25/2021. (Okafor, M.). (Kass, Albert)</p>
01/29/2021	<p>● 1862 (257 pgs) Transcript regarding Hearing Held 01/26/2021 (257 pages) RE: KERP Motion 1777. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 04/29/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 1850 Hearing held on 1/26/2021. (RE: related document(s)1777 Motion for leave (Motion of the Debtor for Entry of an Order Authorizing the Debtor to Implement a Key Employee Retention Plan with Non-Insider Employees and Granting Related Relief) filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz and J. Morris for Debtor; M. Clemente for UCC; J. Kane for CLO Holdco; D. Rukavina and L. Hogewood for Advisors and Funds; J. Wilson for J. Dondero. Evidentiary hearing. Motion granted. Counsel to upload order.)). Transcript to be made available to the public on 04/29/2021. (Rehling, Kathy)</p>
01/29/2021	<p>● 1863 (8920 pgs; 83 docs) Amended Witness and Exhibit List of <i>Funds and Advisors</i> filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund (RE: related document(s)1793 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36 # 37 Exhibit 37 # 38 Exhibit 38 # 39 Exhibit 39 # 40 Exhibit 40 # 41 Exhibit 41 # 42 Exhibit 42 # 43 Exhibit 43 # 44 Exhibit 44 # 45 Exhibit 45 # 46 Exhibit 46 # 47 Exhibit 47 # 48 Exhibit 48 # 49 Exhibit 49 # 50 Exhibit 50 # 51 Exhibit 51 # 52 Exhibit 52 # 53 Exhibit 53 # 54 Exhibit 54 # 55 Exhibit 55 # 56 Exhibit 56 # 57 Exhibit 57 # 58 Exhibit 58 # 59 Exhibit 59 # 60 Exhibit 60 # 61 Exhibit 61 # 62 Exhibit 62 # 63 Exhibit 63 # 64 Exhibit 64 # 65 Exhibit 65 # 66 Exhibit 66 # 67 Exhibit 67 # 68 Exhibit 68 # 69 Exhibit 69 # 70 Exhibit 70 # 71 Exhibit 71 # 72 Exhibit 72 # 73 Exhibit 73 # 74 Exhibit 74 # 75 Exhibit 75 # 76 Exhibit 76 # 77 Exhibit 77 # 78 Exhibit 78 # 79 Exhibit 79 # 80 Exhibit 80 # 81 Exhibit 81 # 82 Exhibit 82) (Hogewood, A.)</p>

01/29/2021	<p>● 1864 (47 pgs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from November 1, 2020 through November 30, 2020</i>) filed by Other Professional Development Specialists, Inc. (RE: related document(s)853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). (Annable, Zachery)</p>
01/29/2021	<p>● 1865 (49 pgs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from December 1, 2020 through December 31, 2020</i>) filed by Other Professional Development Specialists, Inc. (RE: related document(s)853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). (Annable, Zachery)</p>
01/29/2021	<p>● 1866 (87 pgs; 7 docs) Amended Witness and Exhibit List (<i>Debtor's Amended Witness and Exhibit List with Respect to Confirmation Hearing to Be Held on February 2, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1822 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit SSSSS # 2 Exhibit AAAAAAA # 3 Exhibit BBBB BBB # 4 Exhibit CCCCCC # 5 Exhibit DDDDDDD # 6 Exhibit EEEEEEE) (Annable, Zachery)</p>
01/29/2021	<p>● 1867 (23 pgs) Certificate of service re: 1) <i>Notice of Settlement</i>; 2) <i>Fourteenth Monthly Application of Sidley Austin LLP for Allowance of Compensation and Reimbursement of Expenses for the Period from December 1, 2020 Through December 31, 2020</i>; and 3) <i>Stipulation Extending Deadline to Assume Lease and Setting Motion to Assume for Hearing at Confirmation</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1838 Notice (<i>Notice of Settlement</i>) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A--Settlement Agreement) filed by Debtor Highland Capital Management, L.P., 1842 Application for compensation <i>Fourteenth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 12/1/2020 to 12/31/2020, Fee: \$416,359.08, Expenses: \$5,403.36. Filed by Attorney Juliana Hoffman Objections due by 2/16/2021. filed by Creditor Committee Official Committee of Unsecured Creditors, 1843 Stipulation by Highland Capital Management, L.P. and Crescent TC Investors, L.P. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1623 Motion to extend time to assume unexpired nonresidential real property lease). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/01/2021	<p>● Adversary case 3:20-ap-3128 closed (Ecker, C.)</p>
02/01/2021	<p>● 1868 (22 pgs) Supplemental Objection to confirmation of plan <i>with Certificate of Service</i> (RE: related document(s)1472 Chapter 11 plan, 1808 Chapter 11 plan) filed by Get Good Trust, The Dugaboy Investment Trust. (Draper, Douglas)</p>
02/01/2021	<p>● 1869 (3 pgs) Certificate of service re: Monthly Staffing Reports by Development Specialists, Inc. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1864 Notice (generic), 1865 Notice (generic)). (Annable, Zachery)</p>
02/01/2021	<p>● 1870 (4 pgs) Notice of appeal <i>and Statement of Election</i>. Fee Amount \$298 filed by Get Good Trust, The Dugaboy Investment Trust. Appellant Designation due by 02/16/2021. (Draper, Douglas). Related document(s) 1788 Order on motion to compromise controversy. Modified LINKAGE on 2/4/2021 (Blanco, J.).</p>
02/01/2021	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number 28458158, amount \$ 298.00 (re: Doc# 1870). (U.S. Treasury)</p>
02/01/2021	<p>● 1871 (7 pgs) Reply to (related document(s): 1784 Objection filed by Interested Party James Dondero) (<i>Debtor's Reply to James Dondero's Objection to Debtor's Proposed Assumption of Executory Contracts and Cure Amounts Proposed in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>

02/01/2021	<p>● 1872 SEALED document regarding: Exhibit 76 per court order filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund (RE: related document(s)1831 Order on motion to seal). (Attachments: # 1 Exhibit 77 # 2 Exhibit 78 # 3 Exhibit 79 # 4 Exhibit 80 # 5 Exhibit 81 # 6 Exhibit 82) (Vasek, Julian)</p>
02/01/2021	<p>● 1873 (6 pgs) Notice (<i>Fifth Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, If Any, and (III) Related Procedures in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1606 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation)). (Annable, Zachery)</p>
02/01/2021	<p>● 1874 (970 pgs; 21 docs) Amended Witness and Exhibit List filed by Interested Party James Dondero (RE: related document(s)1795 List (witness/exhibit/generic)). (Attachments: # 1 Dondero Ex. 1 # 2 Dondero Ex. 2 # 3 Dondero Ex. 3 # 4 Dondero Ex. 4 # 5 Dondero Ex. 5 # 6 Dondero Ex. 6 # 7 Dondero Ex. 7 # 8 Dondero Ex. 8 # 9 Dondero Ex. 9 # 10 Dondero Ex. 10 # 11 Dondero Ex. 11 # 12 Dondero Ex. 12 # 13 Dondero Ex. 13 # 14 Dondero Ex. 14 # 15 Dondero Ex. 15 # 16 Dondero Ex. 16 # 17 Dondero Ex. 17 # 18 Dondero Ex. 18 # 19 Dondero Ex. 19 # 20 Dondero Ex. 20) (Assink, Bryan)</p>
02/01/2021	<p>● 1875 (48 pgs; 6 docs) Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1808 Chapter 11 plan). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit DD # 4 Exhibit EE # 5 Exhibit FF) (Annable, Zachery)</p>
02/01/2021	<p>● 1876 (2 pgs) Withdrawal (<i>Notice of Withdrawal of Document</i>) filed by Interested Party James Dondero (RE: related document(s)1784 Objection). (Assink, Bryan)</p>
02/01/2021	<p>● 1877 (863 pgs; 15 docs) Amended Witness and Exhibit List (<i>Debtor's Second Amended Witness and Exhibit List with Respect to Confirmation Hearing to Be Held on February 2, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1822 List (witness/exhibit/generic), 1866 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit SSSSS # 2 Exhibit DDDDDD # 3 Exhibit FFFFFFFF # 4 Exhibit GGGGGG # 5 Exhibit HHHHHH # 6 Exhibit IIIIII # 7 Exhibit JJJJJJ # 8 Exhibit KKKKKK # 9 Exhibit LLLLLL # 10 Exhibit MMMMMM # 11 Exhibit NNNNNN # 12 Exhibit OOOOOO # 13 Exhibit PPPPPP # 14 Exhibit QQQQQQ) (Annable, Zachery)</p>
02/01/2021	<p>● 1878 (23 pgs; 3 docs) Motion to compel an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation. Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Proposed Order Exhibit A # 2 Exhibit Exhibit B) (Montgomery, Paige)</p>
02/01/2021	<p>● 1879 (20 pgs) Certificate of service re: <i>Documents Served on January 27, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1846 Notice to take deposition of Isaac Leventon filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 1847 Notice (<i>Fourth Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, if Any, and (III) Related Procedures in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1606 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts</p>

	and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation)). filed by Debtor Highland Capital Management, L.P., 1849 Order Granting Motion of the Debtor for Entry of an Order Authorizing the Debtor to Implement a Key Employee Retention Plan with Non-Insider Employees and Granting Related Relief (related document 1777) Entered on 1/27/2021. (Okafor, M.), 1852 Order Granting Amended Emergency Motion to Redact Certain Exhibits Attached to Debtors Witness and Exhibit List with Respect to Confirmation Hearing to Be Held on February 2, 2021 (Related Doc 1848) Entered on 1/27/2021. (Okafor, M.)). (Kass, Albert)
02/01/2021	● 1880 (6 pgs) Response opposed to (related document(s): 1868 Objection to confirmation of plan filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust) filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana)
02/01/2021	● 1881 (3 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s) 1655 Application for compensation <i>Fourth Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 9/1/2020 to 11/30/2020, Fee: \$710,280.45, Expenses: \$1,479.47.). (Hoffman, Juliana)
02/02/2021	● 1882 (1 pg) Clerk's correspondence requesting File an amended appeal from attorney for appellant. (RE: related document(s) 1870 Notice of appeal <i>and Statement of Election</i> . Fee Amount \$298 filed by Get Good Trust, The Dugaboy Investment Trust. Appellant Designation due by 02/16/2021.) Responses due by 2/5/2021. (Blanco, J.)
02/02/2021	● 1884 (1 pg) Request for transcript regarding a hearing held on 2/2/2021. The requested turn-around time is hourly. (Edmond, Michael)
02/02/2021	● 1885 Hearing continued (RE: related document(s) 1808 Modified chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1472 Chapter 11 plan).) Continued Confirmation hearing to be held on 2/3/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. (Edmond, Michael)
02/02/2021	● 1886 (32 pgs) Certificate of service re: <i>Documents Served on or Before January 28, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1853 Application for compensation <i>Sidley Austin LLP's Fourth Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 9/1/2020 to 11/30/2020, Fee: \$1,620,489.60, Expenses: \$8,974.00. Filed by Attorney Juliana Hoffman Objections due by 2/17/2021. filed by Creditor Committee Official Committee of Unsecured Creditors, 1857 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1624 Motion to assume executory contract or unexpired lease Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Proposed Order)). Hearing to be held on 2/2/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1624 , filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
02/02/2021	● 1921 Hearing held on 2/2/2021. (RE: related document(s) 1624 Motion to assume executory contract or unexpired lease Filed by Debtor Highland Capital Management, L.P., (Appearances: J. Pomeranz, J. Morris, I. Kharesh, and G. Demo for Debtor; M. Clemente for UCC; T. Mascherin for Redeemer Committee; R. Patel for Acis; A. Clubock for UBS; J. Kathman for P. Daugherty; E. Weisgerber for HarbourVest; C. Taylor for J. Dondero; D. Rukavina and A. Hogewood for Advisors and Funds; D. Draper for Dugaboy and Get Good Trusts; L. Drawhorn for NexBank; M. Held for Crescent landlord. L. Lambert for UST. Matter not taken up in light of all-day confirmation hearing.) (Edmond, Michael) (Entered: 02/09/2021)
02/02/2021	● 1922 Hearing held on 2/2/2021. (RE: related document(s) 1808 Modified chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1472 Chapter 11 plan). (Appearances: J. Pomeranz, J. Morris, I. Kharesh, and G. Demo for Debtor; M. Clemente for UCC; T. Mascherin for Redeemer Committee; R. Patel for Acis; A. Clubock for UBS; J. Kathman for P. Daugherty; E. Weisgerber for HarbourVest; C. Taylor for J. Dondero; D. Rukavina and A. Hogewood for Advisors and Funds; D. Draper for Dugaboy and Get Good Trusts; L. Drawhorn for NexBank; M. Held for Crescent

	landlord, E. Lambert for US1. Evidentiary hearing. Hearing recessed and will resume on 2/3/21.) (Edmond, Michael) (Entered: 02/09/2021)
02/03/2021	1887 (7 pgs) Chapter 11 ballot summary filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
02/03/2021	1888 (6 pgs) WITHDRAWN at # 3031 . Application for administrative expenses Filed by Interested Parties NexBank, NexBank Capital Inc., NexBank Securities Inc., NexBank Title Inc. (Drawhorn, Lauren) MODIFIED and terminated on 11/18/2021 (Ecker, C.).
02/03/2021	1889 (4 pgs) Amended notice of appeal filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s) 1870 Notice of appeal). (Draper, Douglas)
02/03/2021	1890 (1 pg) Request for transcript regarding a hearing held on 2/3/2021. The requested turn-around time is hourly. (Edmond, Michael)
02/03/2021	1891 (15 pgs) Certificate of service re: <i>Supplemental Certification of Patrick M. Leathem with Respect to the Tabulation of Votes on the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1887 Chapter 11 ballot summary filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
02/03/2021	1892 (15 pgs) Certificate of service re: 1) <i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from November 1, 2020 Through November 30, 2020</i> ; 2) <i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from December 1, 2020 Through December 31, 2020</i> ; and 3) <i>Debtor's Amended Witness and Exhibit List with Respect to Confirmation Hearing to Be Held on February 2, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1864 Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from November 1, 2020 through November 30, 2020</i>) filed by Other Professional Development Specialists, Inc. (RE: related document(s) 853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). filed by Other Professional Development Specialists, Inc., 1865 Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from December 1, 2020 through December 31, 2020</i>) filed by Other Professional Development Specialists, Inc. (RE: related document(s) 853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). filed by Other Professional Development Specialists, Inc., 1866 Amended Witness and Exhibit List (<i>Debtor's Amended Witness and Exhibit List with Respect to Confirmation Hearing to Be Held on February 2, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1822 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit SSSSS # 2 Exhibit AAAAAAA # 3 ExhibitBBBBBBB # 4 Exhibit CCCCCCC # 5 Exhibit DDDDDDD # 6 Exhibit EEEEEEE) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
02/03/2021	1893 (20 pgs) Certificate of service re: <i>Documents Served on February 1, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1871 Reply to (related document(s): 1784 Objection filed by Interested Party James Dondero) (<i>Debtor's Reply to James Dondero's Objection to Debtor's Proposed Assumption of Executory Contracts and Cure Amounts Proposed in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 1873 Notice (<i>Fifth Notice of (I) Executory Contracts and Unexpired Leases to Be Assumed by the Debtor Pursuant to the Fifth Amended Plan, (II) Cure Amounts, If Any, and (III) Related Procedures in Connection Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1606 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1472 Chapter 11 plan). (Attachments: # 1 Exhibit I--Schedule of Contracts and Leases to Be Assumed # 2 Exhibit J--Amended Form of Senior Employee Stipulation # 3 Exhibit K--Redline of Form of Senior Employee Stipulation)). filed by Debtor Highland Capital Management, L.P., 1875 Support/supplemental document (<i>Debtor's Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as</i>

	<p>Modified) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1808 Chapter 11 plan). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit DD # 4 Exhibit EE # 5 Exhibit FF) filed by Debtor Highland Capital Management, L.P., 1877 Amended Witness and Exhibit List (<i>Debtor's Second Amended Witness and Exhibit List with Respect to Confirmation Hearing to Be Held on February 2, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1822 List (witness/exhibit/generic), 1866 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit SSSSS # 2 Exhibit DDDDDD # 3 Exhibit FFFFFFFF # 4 Exhibit GGGGGG # 5 Exhibit HHHHHHH # 6 Exhibit IIIIII # 7 Exhibit JJJJJJ # 8 Exhibit KKKKKKK # 9 Exhibit LLLLLLL # 10 Exhibit MMMMMMM # 11 Exhibit NNNNNNN # 12 Exhibit OOOOOO # 13 Exhibit PPPPPP # 14 Exhibit QQQQQQQ) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/03/2021	<p>1902 Bench Ruling set (RE: related document(s) 1808 Modified chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1472 Chapter 11 plan).) Hearing to be held on 2/8/2021 at 09:00 AM Dallas Judge Jernigan Ctrm for 1808, (Ellison, T.) (Entered: 02/05/2021)</p>
02/03/2021	<p>1915 (1 pg) Court admitted exhibits date of hearing February 3, 2021 (RE: related document(s) 1808 Modified chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1472 Chapter 11 plan).) (COURT ADMITTED ALL THE DEBTOR'S EXHIBIT'S THAT APPEAR AT DOC. #1822, #1866 & #1877 & DONDERO'S EXHIBITS #6 THROUGH #12, #15, 16 & #17; & HIGHLAND CAPTIAL MGMT. FUNDING EXHIBIT #2 AT DOC. #1863 AND JUDGE JERNIGAN TOOK JUDICIAL NOTICE OF THE DEBTOR'S SCHEDULES) (Edmond, Michael) (Entered: 02/08/2021)</p>
02/03/2021	<p>1923 Hearing held on 2/3/2021. (RE: related document(s) 1808 Modified chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1472 Chapter 11 plan) (Appearances: J. Pomeranz, J. Morris, I. Kharesh, and G. Demo for Debtor; M. Clemente for UCC; T. Mascherin for Redeemer Committee; R. Patel for Acis; A. Clubock for UBS; J. Kathman for P. Daugherty; E. Weisgerber for HarbourVest; C. Taylor for J. Dondero; D. Rukavina and A. Hogewood for Advisors and Funds; D. Draper for Dugaboy and Get Good Trusts; L. Drawhorn for NexBank and NexPoint; L. Lambert for UST. Evidentiary hearing. Court took matter under advisement after conclusion of evidence and arguments. Bench ruling scheduled for 2/8/21 at 9:00 am.) (Edmond, Michael) (Entered: 02/09/2021)</p>
02/04/2021	<p>1894 (295 pgs) Transcript regarding Hearing Held 02/02/2021 (295 pages) RE: Confirmation Hearing, Day One (#1808); Motion to Assume (#1624). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 05/5/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 1885 Hearing continued (RE: related document(s) 1808 Modified chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1472 Chapter 11 plan).) Continued Confirmation hearing to be held on 2/3/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm.). Transcript to be made available to the public on 05/5/2021. (Rehling, Kathy)</p>
02/04/2021	<p>1895 (324 pgs; 6 docs) Amended Witness and Exhibit List (<i>Debtor's Third Amended Witness and Exhibit List with Respect to Confirmation Hearing Held on February 3, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1877 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit P P P P P P P # 2 Exhibit R R R R R R R # 3 Exhibit S S S S S S S # 4 Exhibit T T T T T T T # 5 Exhibit U U U U U U U) (Annable, Zachery)</p>
02/04/2021	<p>1896 (2 pgs) Stipulation by Highland Capital Management, L.P. and Crescent TC Investors, L.P.. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1623 Motion to extend time to assume unexpired nonresidential real property lease). (Hayward, Melissa)</p>
02/05/2021	<p>1898 (7 pgs) Notice to take deposition of NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>

02/05/2021	<p>● 1899 (3 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-CV-00261-L (Lindsay). (RE: related document(s)1870 Notice of appeal filed by Get Good Trust, The Dugaboy Investment Trust. (Draper, Douglas). Related document(s) 1788 Order on motion to compromise controversy. Modified LINKAGE on 2/4/2021 (Blanco, J.), 1889 Amended notice of appeal filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1870 Notice of appeal).) (Blanco, J.)</p>
02/05/2021	<p>● 1900 (12 pgs; 4 docs) Certificate of mailing regarding appeal (RE: related document(s)1889 Amended notice of appeal filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1870 Notice of appeal).) (Blanco, J.) Additional attachment(s) added on 2/5/2021 (Blanco, J.).</p>
02/05/2021	<p>● 1901 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)1870 Notice of appeal filed by Get Good Trust, The Dugaboy Investment Trust. Related document(s) 1788 Order on motion to compromise controversy. Modified LINKAGE on 2/4/2021 (Blanco, J.)) (Blanco, J.)</p>
02/05/2021	<p>● 1903 (2 pgs) Order approving stipulation extending deadline to assume lease and setting motion to assume for hearing oat confirmation, which is currently set for February 2, 2021 at 9:30 a.m (RE: related document(s)1843 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 2/5/2021 (Okafor, M.)</p>
02/05/2021	<p>● 1904 (2 pgs) Order approving second stipulation extending deadline to assume lease and setting motion to assume for hearing at confirmation (RE: related document(s)1896 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 2/5/2021 (Okafor, M.)</p>
02/05/2021	<p>● 1905 (257 pgs) Transcript regarding Hearing Held 02/03/2021 (257 pages) RE: Confirmation Hearing, Day Two (#1808); Motion to Assume (#1624). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 05/6/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 1885 Hearing continued (RE: related document(s)1808 Modified chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1472 Chapter 11 plan).) Continued Confirmation hearing to be held on 2/3/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm.). Transcript to be made available to the public on 05/6/2021. (Rehling, Kathy)</p>
02/05/2021	<p>● 1906 (12 pgs) Certificate of service re: <i>Official Committee of Unsecured Creditors' Motion for an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1878 Motion to compel an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation. Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Proposed Order Exhibit A # 2 Exhibit Exhibit B) filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
02/05/2021	<p>● 1907 (12 pgs) Certificate of service re: <i>Response of the Official Committee of Unsecured Creditors to Supplemental Objection to Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) Filed by the Dugaboy Investment Trust and Get Good Trust</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1880 Response opposed to (related document(s): 1868 Objection to confirmation of plan filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust) filed by Creditor Committee Official Committee of Unsecured Creditors. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
02/05/2021	<p>● 1908 (24 pgs) Certificate of service re: <i>Documents Served on February 4, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1895 Amended Witness and Exhibit List (Debtor's Third Amended Witness and Exhibit List with Respect to Confirmation Hearing Held on February 3, 2021) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1877 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit P P P P P P # 2 Exhibit R R R R R R R R # 3 Exhibit</p>

	SSSSSSS #4 Exhibit TTTTTT #5 Exhibit UUUUUU) filed by Debtor Highland Capital Management, L.P., 1896 Stipulation by Highland Capital Management, L.P. and Crescent TC Investors, L.P.. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1623 Motion to extend time to assume unexpired nonresidential real property lease). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
02/05/2021	<p>● 1909 (5 pgs) Certificate of service re: <i>(Supplemental) Solicitation Materials Served on February 1, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1630 Certificate of service re: <i>Solicitation Materials Served on or Before December 2, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1472 Amended chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s)944 Chapter 11 plan, 1079 Chapter 11 plan, 1287 Chapter 11 plan, 1383 Chapter 11 plan, 1450 Chapter 11 plan). filed by Debtor Highland Capital Management, L.P., 1473 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement, 1080 Disclosure statement, 1289 Disclosure statement, 1384 Disclosure statement, 1453 Disclosure statement). filed by Debtor Highland Capital Management, L.P., 1476 Order approving disclosure statement and setting hearing on confirmation of plan (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P. and 1473 Amended disclosure statement filed by Debtor Highland Capital Management, L.P.). Confirmation hearing to be held on 1/13/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Last day to Object to Confirmation 1/5/2021. Ballots due 1/5/2021. Entered on 11/24/2020 (Okafor, M.)). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
02/06/2021	<p>● 1910 (9 pgs) Appellant designation of contents for inclusion in record on appeal filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1870 Notice of appeal, 1889 Amended notice of appeal, 1899 Notice of docketing notice of appeal/record, 1900 Certificate of mailing regarding appeal, 1901 Notice regarding the record for a bankruptcy appeal). Appellee designation due by 02/22/2021. (Draper, Douglas)</p>
02/06/2021	<p>● 1911 (2 pgs) Statement of issues on appeal, filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1870 Notice of appeal, 1889 Amended notice of appeal, 1899 Notice of docketing notice of appeal/record, 1901 Notice regarding the record for a bankruptcy appeal, 1910 Appellant designation). (Draper, Douglas)</p>
02/08/2021	<p>● 1912 (1 pg) Clerk's correspondence requesting Amended designation from attorney for appellant. (RE: related document(s)1910 Appellant designation of contents for inclusion in record on appeal) Responses due by 2/10/2021. (Blanco, J.)</p>
02/08/2021	<p>● 1913 (1 pg) Request for transcript (ruling only) regarding a hearing held on 2/8/2021. The requested turn-around time is hourly. (Edmond, Michael)</p>
02/08/2021	<p>● 1914 (4 pgs; 2 docs) Motion for leave (<i>Motion for Status Conference</i>) Filed by Interested Party James Dondero (Attachments: # 1 Proposed Order) (Assink, Bryan)</p>
02/08/2021	<p>● 1924 Hearing held on 2/8/2021. (RE: related document(s)1808 Modified chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1472 Chapter 11 plan). (Appearances: J. Pomeranz; M. Clemente for UCC; M. Lynn, J. Bonds, and B. Assink for J. Dondero; D. Rukavina and L. Hogewood for Advisors and Funds; D. Draper for Dugaboy and Get Good Trusts; L. Lambert for UST (numerous others; full roll call not taken). Court read bench ruling approving plan. Counsel to incorporate courts bench ruling into their own set of FOFs, COLS and Order to be submitted.) (Edmond, Michael) (Entered: 02/09/2021)</p>
02/09/2021	<p>● 1916 (8 pgs; 2 docs) Notice of hearing (<i>Status Conference</i>) filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)1826 Application for administrative expenses Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (Attachments: # 1 Service List)). Status Conference to be held on 3/22/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. (Attachments: # 1 Service List) (Vasek, Julian)</p>

02/09/2021	<p>● 1917 (51 pgs) Transcript regarding Hearing Held 02/08/2021 (51 pages) RE: Bench Ruling. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 05/10/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 1902 Bench Ruling set (RE: related document(s) 1808 Modified chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1472 Chapter 11 plan).) Hearing to be held on 2/8/2021 at 09:00 AM Dallas Judge Jernigan Ctrm for 1808, (Ellison, T.)). Transcript to be made available to the public on 05/10/2021. (Rehling, Kathy)</p>
02/09/2021	<p>● 1918 (7 pgs) Notice to take deposition of James Dondero filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
02/09/2021	<p>● 1919 (5 pgs) Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to December 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALS UTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Annable, Zachery)</p>
02/09/2021	<p>● 1920 (16 pgs) Certificate of service re: 1) Debtors Notice of Rule 30(b)(6) Deposition to NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC; 2) Order Approving Stipulation Extending Deadline to Assume Lease and Setting Motion to Assume for Hearing at Confirmation; and 3) Order Approving Second Stipulation Extending Deadline to Assume Lease and Setting Motion to Assume for Hearing at Confirmation Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1898 Notice to take deposition of NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 1903 Order approving stipulation extending deadline to assume lease and setting motion to assume for hearing oat confirmation, which is currently set for February 2, 2021 at 9:30 a.m (RE: related document(s) 1843 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 2/5/2021 (Okafor, M.), 1904 Order approving second stipulation extending deadline to assume lease and setting motion to assume for hearing at confirmation (RE: related document(s) 1896 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 2/5/2021 (Okafor, M.)). (Kass, Albert)</p>
02/09/2021	<p>● 1925 (35 pgs) Application for compensation <i>First Monthly Fee Application</i> for Hunton Andrews Kurth LLP, Special Counsel, Period: 11/1/2020 to 12/31/2020, Fee: \$73121.04, Expenses: \$10.35. Filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 3/2/2021. (Hesse, Gregory)</p>
02/10/2021	<p>● 1926 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1771 Application for compensation <i>Fifteenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from December 1, 2020 through December 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 12/1/2020 to). (Pomerantz, Jeffrey)</p>
02/10/2021	<p>● 1927 (26 pgs) Application for compensation <i>Fourteenth Application of FTI Consulting, Inc. for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Financial Advisor, Period: 12/1/2020 to 12/31/2020, Fee: \$239,297.76, Expenses: \$0. Filed by Attorney Juliana Hoffman Objections due by 3/3/2021. (Hoffman, Juliana)</p>
02/10/2021	<p>● 1928 (9 pgs) Amended appellant designation of contents for inclusion in record on appeal filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s) 1910 Appellant designation). (Draper, Douglas)</p>

02/11/2021	<p>● 1929 (1 pg) Order denying motion for status conference (related document # 1914) Entered on 2/11/2021. (Ecker, C.)</p>
02/11/2021	<p>● 1930 (3 pgs; 2 docs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Stanton Law Firm PC (Claim No. 163, Amount \$88,133.99) To Cedar Glade LP. Filed by Creditor Cedar Glade LP. (Attachments: # 1 Evidence of Transfer) (Tanabe, Kesha)</p>
02/12/2021	<p>● 1931 (3 pgs) Agreed Order granting motion to assume nonresidential real property lease with Crescent TC Investors, L.P. (related document # 1624) Entered on 2/12/2021. (Okafor, M.)</p>
02/12/2021	<p>● 1932 (13 pgs) Certificate of service re: 1) Debtors Notice of Deposition to James Dondero in Connection with Debtors Objection to Proof of Claim Filed by HCRE Partners, LLC; and 2) Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to December 31, 2020 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1918 Notice to take deposition of James Dondero filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 1919 Notice (Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to December 31, 2020) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALS UTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/13/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trealmagt] (26.00). Receipt number 28493529, amount \$ 26.00 (re: Doc# 1930). (U.S. Treasury)</p>
02/16/2021	<p>● 1933 (5 pgs) Agreed Motion to continue hearing on (related documents 1826 Application for administrative expenses) Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (Hogewood, A.)</p>
02/16/2021	<p>● 1934 (5 pgs) Certificate of service re: <i>Fourteenth Monthly Application of FTI Consulting, Inc. for Allowance of Compensation and Reimbursement of Expenses for the Period from December 1, 2020 to and Including December 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1927 Application for compensation <i>Fourteenth Application of FTI Consulting, Inc. for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Financial Advisor, Period: 12/1/2020 to 12/31/2020, Fee: \$239,297.76, Expenses: \$0. Filed by Attorney Juliana Hoffman Objections due by 3/3/2021. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
02/17/2021	<p>● 1935 (88 pgs; 12 docs) Adversary case 21-03010. Complaint by Highland Capital Management, L.P. against Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P.. Fee Amount \$350 (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Exhibit J # 11 Adversary Cover Sheet). Nature(s) of suit: 91 (Declaratory judgment). 02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)). 72 (Injunctive relief - other). (Annable, Zachery)</p>
02/17/2021	<p>● 1936 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s) 1643 Agreed Motion to substitute attorney David Neier with Frances A. Smith, Michelle Hartmann, and Debra A. Dandeneau Filed by Creditor Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon (Attachments: # 1 Proposed Order)) Responses due by 2/24/2021. (Ecker, C.)</p>
02/17/2021	<p>● 1937 (2 pgs) Order granting motion to continue hearing on (related document 1933) (related documents Application for administrative expenses) The Status Conference is hereby continued from</p>

	March 22, 2021 at 9:30 a.m. to to such date and time on or after March 29, 2021 that is determined by the Court. (Okafor, M.) MODIFIED to correct hearing setting on 2/17/2021 (Okafor, M.).
02/18/2021	<p>● 1938 (3 pgs) Stipulation by Highland Capital Management, L.P. and The Dugaboy Investment Trust and Get Good Trust. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1745 Motion to appoint trustee <i>Motion to Appoint Examiner Pursuant to 11 U.S.C. § 1104(c)</i>). (Annable, Zachery)</p>
02/18/2021	<p>● 1939 (12 pgs) Certificate of service re: <i>Agreed Order on Motion to Assume Nonresidential Real Property Lease with Crescent TC Investors, L.P.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1931 Agreed Order granting motion to assume nonresidential real property lease with Crescent TC Investors, L.P. (related document 1624) Entered on 2/12/2021. (Okafor, M.)). (Kass, Albert)</p>
02/19/2021	<p>● 1940 (4 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)1842 Application for compensation <i>Fourteenth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 12/1/2020 to 12/31/2020, Fee: \$416,359.08, Expenses:). (Hoffman, Juliana)</p>
02/22/2021	<p>● 1941 (3 pgs) Certificate of Counsel filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1924 Hearing held). (Annable, Zachery)</p>
02/22/2021	<p>● 1942 (6 pgs) Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1870 Notice of appeal, 1889 Amended notice of appeal, 1899 Notice of docketing notice of appeal/record, 1900 Certificate of mailing regarding appeal, 1901 Notice regarding the record for a bankruptcy appeal). (Annable, Zachery)</p>
02/22/2021	<p>● 1943 (161 pgs) Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)</p>
02/22/2021	<p>● 1944 (229 pgs) Application for compensation <i>Sixteenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from January 1, 2021 through January 31, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 1/1/2021 to 1/31/2021, Fee: \$2,557,604.00, Expenses: \$32,906.65. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 3/15/2021. (Pomerantz, Jeffrey)</p>
02/23/2021	<p>● 1945 (12 pgs) Certificate of service re: <i>Stipulation by Highland Capital Management, L.P. and The Dugaboy Investment Trust and Get Good Trust</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1938 Stipulation by Highland Capital Management, L.P. and The Dugaboy Investment Trust and Get Good Trust. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1745 Motion to appoint trustee <i>Motion to Appoint Examiner Pursuant to 11 U.S.C. § 1104(c)</i>). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/24/2021	<p>● 1946 (1 pg) Clerk's correspondence requesting from attorney for appellant. (RE: related document(s)1928 Amended appellant designation of contents for inclusion in record on appeal filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1910 Appellant designation).) Responses due by 3/10/2021. (Blanco, J.)</p>
02/24/2021	<p>● 1947 (2 pgs) Notice of hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)1878 Motion to compel an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation. Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Proposed Order Exhibit A # 2</p>

	Exhibit Exhibit B)). Hearing to be held on 3/22/2021 at 01:30 PM Dallas Judge Jernigan Court for 1878 , (Montgomery, Paige)
02/24/2021	<ul style="list-style-type: none"> ● 1948 (3 pgs) Notice (<i>Notice of (I) Confirmation Date and (II) Bar Date for Filing Rejection Claims</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). (Annable, Zachery)
02/24/2021	<ul style="list-style-type: none"> ● 1949 (9 pgs) Debtor-in-possession monthly operating report for filing period December 1, 2020 to December 31, 2020 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
02/24/2021	<ul style="list-style-type: none"> ● 1950 (162 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)) No. of Notices: 8. Notice Date 02/24/2021. (Admin.)
02/25/2021	<ul style="list-style-type: none"> ● 1951 (5 pgs) Amended appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1942 Appellee designation). (Annable, Zachery)
02/25/2021	<ul style="list-style-type: none"> ● Receipt of Registry Funds - \$43976.75 by SD. Receipt Number 338805. (admin)
02/25/2021	<ul style="list-style-type: none"> ● Receipt of Registry Funds - \$3022.74 by SD. Receipt Number 338806. (admin)
02/25/2021	<ul style="list-style-type: none"> ● 1952 (24 pgs) Certificate of service re: <i>Documents Served on February 22, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1941 Certificate of Counsel filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1924 Hearing held). filed by Debtor Highland Capital Management, L.P., 1942 Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1870 Notice of appeal, 1889 Amended notice of appeal, 1899 Notice of docketing notice of appeal/record, 1900 Certificate of mailing regarding appeal, 1901 Notice regarding the record for a bankruptcy appeal). filed by Debtor Highland Capital Management, L.P., 1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.), 1944 Application for compensation <i>Sixteenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from January 1, 2021 through January 31, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 1/1/2021 to 1/31/2021, Fee: \$2,557,604.00, Expenses: \$32,906.65. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 3/15/2021. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
02/26/2021	<ul style="list-style-type: none"> ● 1953 (3 pgs) Agreed Order granting motion to substitute attorney adding Frances Anne Smith for Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon, Michelle Hartmann for Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon, Debra A. Dandeneau for Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon, terminating David Neier. (related document # 1643) Entered on 2/26/2021. (Okafor, M.)
02/26/2021	<ul style="list-style-type: none"> ● 1954 (22 pgs) Certificate of service re: <i>1) Notice of Hearing on Motion for an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation; and 2) Notice of (I) Confirmation Date and (II) Bar Date for Filing Rejection Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1947 Notice of hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)1878 Motion to compel an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation. Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Proposed Order Exhibit A # 2 Exhibit Exhibit B)). Hearing to be held on 3/22/2021 at

	04:30 PM Dallas Judge Jernigan-Crum for 1878 , filed by Creditor Committee Official Committee of Unsecured Creditors, 1948 Notice (<i>Notice of (I) Confirmation Date and (II) Bar Date for Filing Rejection Claims</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s) 1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
02/28/2021	1955 (34 pgs) Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (Rukavina, Davor)
02/28/2021	1956 (15 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 1953 Agreed Order granting motion to substitute attorney adding Frances Anne Smith for Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon, Michelle Hartmann for Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon, Debra A. Dandeneau for Scott Ellington, Thomas Surgent, Frank Waterhouse, Isaac Leventon, terminating David Neier. (related document 1643) Entered on 2/26/2021. (Okafor, M.)) No. of Notices: 3. Notice Date 02/28/2021. (Admin.)
03/01/2021	1957 (164 pgs; 2 docs) Notice of appeal . Fee Amount \$298 filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s) 1943 Order confirming chapter 11 plan). Appellant Designation due by 03/15/2021. (Attachments: # 1 Exhibit A) (Rukavina, Davor) Terminated appeal per circuit court's order dated 09/07/02022 on 06/21/2024 (Whitaker, Sheniqua).
03/01/2021	Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number 28523950, amount \$ 298.00 (re: Doc# 1957). (U.S. Treasury)
03/01/2021	1958 (5 pgs) Motion for expedited hearing(related documents 1955 Motion to stay pending appeal) Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (Rukavina, Davor)
03/01/2021	1959 (3 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 1 Transferors: Action Shred Of Texas (Amount \$3,825.00) To Fair Harbor Capital, LLC. Filed by Creditor Fair Harbor Capital, LLC. (Knox, Victor)
03/01/2021	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28524853, amount \$ 26.00 (re: Doc# 1959). (U.S. Treasury)
03/01/2021	1960 (3 pgs) Order Denying Motion to Appoint Examiner Pursuant to 11 U.S.C. § 1104(c) (related document # 1745) Entered on 3/1/2021. (Okafor, M.)
03/01/2021	1961 (3 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 1853 Application for compensation <i>Sidley Austin LLP's Fourth Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 9/1/2020 to 11/30/2020, Fee: \$1,). (Hoffman, Juliana)
03/02/2021	1962 (12 pgs) Certificate of service re: <i>Appellees Amended Supplemental Designation of Record on Appeal</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1951 Amended appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1942 Appellee designation). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
03/02/2021	1963 (57 pgs) Application for compensation <i>Sidley Austin LLP's 15th Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor

03/03/2021	<p>● 1964 (3 pgs) Notice to take deposition of James Dondero filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
03/03/2021	<p>● 1965 (7 pgs) Notice to take deposition of NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
03/03/2021	<p>● 1966 (3 pgs) Notice of appeal . Fee Amount \$298 filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (RE: related document(s)1943 Order confirming chapter 11 plan). Appellant Designation due by 03/17/2021. (Hogewood, A.) Terminated appeal per circuit court's order dated 09/07/02022 on 06/21/2024 (Whitaker, Sheniqua).</p>
03/03/2021	<p>● 1967 (20 pgs) Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) Filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (Hogewood, A.)</p>
03/03/2021	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number 28532838, amount \$ 298.00 (re: Doc# 1966). (U.S. Treasury)</p>
03/03/2021	<p>● 1968 (28 pgs) Application for compensation <i>15th Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 1/1/2021 to 1/31/2021, Fee: \$244,315.80, Expenses: \$0.00. Filed by Attorney Juliana Hoffman Objections due by 3/24/2021. (Hoffman, Juliana)</p>
03/03/2021	<p>● 1969 (10 pgs) Objection to (related document(s): 1878 Motion to compel an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation. filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Interested Party James Dondero. (Assink, Bryan)</p>
03/04/2021	<p>● 1970 (164 pgs; 2 docs) Notice of appeal . Fee Amount \$298 filed by Interested Party James Dondero. Appellant Designation due by 03/18/2021. (Attachments: # 1 Exhibit)(Taylor, Clay) Terminated appeal per circuit court's order dated 09/07/02022 on 06/21/2024 (Whitaker, Sheniqua).</p>
03/04/2021	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number 28537086, amount \$ 298.00 (re: Doc# 1970). (U.S. Treasury)</p>
03/04/2021	<p>● 1971 (45 pgs; 2 docs) Joinder by <i>Joinder to Motions for Stay Pending Appeal of the Court's Order Confirming the Debtor's Fifth Amended Plan with Certificate of Service</i> filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (Attachments: # 1 Exhibit Opinion) (Draper, Douglas)</p>
03/04/2021	<p>● 1972 (4 pgs) Notice of appeal <i>Notice of Appeal and Statement of Election</i>. Fee Amount \$298 filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1943 Order confirming chapter 11 plan). Appellant Designation due by 03/18/2021. (Draper, Douglas) Terminated appeal per circuit court's order dated 09/07/02022 on 06/21/2024 (Whitaker, Sheniqua).</p>
03/04/2021	<p>● 1973 (5 pgs) Joinder by filed by Interested Party James Dondero (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (Taylor, Clay)</p>

03/04/2021	Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number 28537308, amount \$ 298.00 (re: Doc# 1972). (U.S. Treasury)
03/04/2021	1974 (8 pgs) Stipulation by Highland Capital Management, L.P. and the Official Committee of Unsecured Creditors; Highland Capital Management Fund Advisors, L.P.; NexPoint Advisors, L.P.; Highland Income Fund; NexPoint Strategic Opportunities Fund; Highland Global Allocation Fund; NexPoint Capital, Inc.; James Dondero; The Dugaboy Investment Trust; and Get Good Trust. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (Annable, Zachery)
03/05/2021	1976 (2 pgs) Certificate of No Objection Regarding First Monthly Fee Application filed by Spec. Counsel Hunton Andrews Kurth LLP (RE: related document(s) 1925 Application for compensation <i>First Monthly Fee Application</i> for Hunton Andrews Kurth LLP, Special Counsel, Period: 11/1/2020 to 12/31/2020, Fee: \$73121.04, Expenses: \$10.35.). (Hesse, Gregory)
03/05/2021	1977 (1 pg) Transmittal of record on appeal to U.S. District Court . Complete record on appeal . ,Transmitted: Volume 1, Mini Record. Number of appellant volumes: 12 Number of appellee volumes: 13. Civil Case Number: 3:20-CV-03390-X (RE: related document(s) 1347 Notice of appeal) (Blanco, J.)
03/05/2021	1978 (1 pg) Notice of docketing COMPLETE record on appeal. 3:20-CV-03390-X (RE: related document(s) 1347 Notice of appeal filed by Interested Party James Dondero (RE: related document(s) 1302 Order on motion to compromise controversy). (Blanco, J.)
03/05/2021	1979 (12 pgs) Order approving stipulation regarding briefing (Re: related document(s) 1974 Stipulation) and setting hearing (RE: related document(s) 1955 Motion to stay pending appeal filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., 1967 Motion to stay pending appeal filed by Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund, Interested Party Highland Income Fund, Interested Party Highland Global Allocation Fund). Hearing to be held on 3/19/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1955 and for 1967 , Entered on 3/5/2021 (Okafor, M.)
03/05/2021	1980 (4 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s) 1927 Application for compensation <i>Fourteenth Application of FTI Consulting, Inc. for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Financial Advisor, Period: 12/1/2020 to 12/31/2020, Fee: \$239,297). (Hoffman, Juliana)
03/07/2021	1981 (24 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 1979 Order approving stipulation regarding briefing (Re: related document(s) 1974 Stipulation) and setting hearing (RE: related document(s) 1955 Motion to stay pending appeal filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., 1967 Motion to stay pending appeal filed by Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund, Interested Party Highland Income Fund, Interested Party Highland Global Allocation Fund). Hearing to be held on 3/19/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 1955 and for 1967 , Entered on 3/5/2021 (Okafor, M.)) No. of Notices: 2. Notice Date 03/07/2021. (Admin.)
03/08/2021	1986 (8 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s) 1966 Notice of appeal . filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (RE: related document(s) 1943 Order confirming chapter 11 plan). (Attachments: # 1 Service List) (Whitaker, Sheniqua)
03/08/2021	1987 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s) 1966 Notice of appeal . filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (RE: related document(s) 1943 Order confirming chapter 11 plan). (Whitaker, Sheniqua)

03/08/2021	<p>● 1988 (168 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s)1957 Notice of appeal . filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)1943 Order confirming chapter 11 plan). (Attachments: # 1 Exhibit A)) (Attachments: # 1 Service List) (Whitaker, Sheniqua)</p>
03/08/2021	<p>● 1989 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)1957 Notice of appeal . filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)1943 Order confirming chapter 11 plan). (Attachments: # 1 Exhibit A)) (Whitaker, Sheniqua)</p>
03/08/2021	<p>● 1990 (168 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s)1970 Notice of appeal . filed by Interested Party James Dondero. (Attachments: # 1 Exhibit)) (Attachments: # 1 Service List) (Whitaker, Sheniqua)</p>
03/08/2021	<p>● 1991 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)1970 Notice of appeal . filed by Interested Party James Dondero. (Attachments: # 1 Exhibit)) (Whitaker, Sheniqua)</p>
03/08/2021	<p>● 1992 (9 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s)1972 Notice of appeal <i>Notice of Appeal and Statement of Election</i>. filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1943 Order confirming chapter 11 plan). (Attachments: # 1 Service List) (Whitaker, Sheniqua)</p>
03/08/2021	<p>● 1993 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)1972 Notice of appeal <i>Notice of Appeal and Statement of Election</i>. filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1943 Order confirming chapter 11 plan). (Whitaker, Sheniqua)</p>
03/08/2021	<p>● 1994 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) Filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (Hogewood, A.), 1971 Joinder by <i>Joinder to Motions for Stay Pending Appeal of the Court's Order Confirming the Debtor's Fifth Amended Plan with Certificate of Service</i> filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (Attachments: # 1 Exhibit Opinion), 1973 Joinder by filed by Interested Party James Dondero (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)).). Hearing to be held on 3/19/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 1967 and for 1973 and for 1955 and for 1971, (Annable, Zachery)</p>
03/08/2021	<p>● 1995 (3 pgs) Notice to take deposition of Paul Broaddus filed by HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC), Highland Capital Management Services, Inc.. (Drawhorn, Lauren)</p>
03/08/2021	<p>● 1996 (3 pgs) Notice to take deposition of Mark Patrick filed by HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC), Highland Capital Management Services, Inc.. (Drawhorn, Lauren)</p>
03/08/2021	<p>● 1997 (21 pgs) Certificate of service re: <i>Documents Served on or Before March 3, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1963 Application for compensation <i>Sidley Austin LLP's 15th Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 1/1/2021 to 1/31/2021, Fee: \$655,724.88, Expenses: \$6,612.00. Filed by Attorney Juliana Hoffman Objections due by 3/23/2021. filed by Creditor Committee Official Committee of Unsecured Creditors, 1964 Notice to take deposition of James Dondero filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital</p>

	<p>Management, L.P., 1965 Notice to take deposition of NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 1968 Application for compensation <i>15th Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 1/1/2021 to 1/31/2021, Fee: \$244,315.80, Expenses: \$0.00. Filed by Attorney Juliana Hoffman Objections due by 3/24/2021. filed by Financial Advisor FTI Consulting, Inc.). (Kass, Albert)</p>
03/08/2021	<p>1998 (5 pgs) Certificate of service re: 1) [<i>Customized for Rule 3001(e)(1) or 3001(e)(3)</i>] Notice of Transfer of Claim Pursuant to F.R.B.P 3001(e)(1) or 3001(e)(3); and 2) [<i>Customized for Rule 3001(e)(2) or 3001(e)(4)</i>] Notice of Transfer of Claim Pursuant to F.R.B.P. 3001(e)(2) or 3001(e)(4) Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1377 Assignment/Transfer of Claim. Fee Amount \$25. Transfer Agreement 3001 (e) 2 Transferors: Debevoise & Plimpton LLP (Claim No. 94, Amount \$268,095.08) To Contrarian Funds LLC. Filed by Creditor Contrarian Funds LLC. filed by Creditor Contrarian Funds LLC, 1378 Assignment/Transfer of Claim. Fee Amount \$25. Transfer Agreement 3001 (e) 2 Transferors: Debevoise & Plimpton LLP (Claim No. 97, Amount \$268,095.08) To Contrarian Funds LLC. Filed by Creditor Contrarian Funds LLC. filed by Creditor Contrarian Funds LLC, 1379 Assignment/Transfer of Claim. Fee Amount \$25. Transfer Agreement 3001 (e) 2 Transferors: Debevoise & Plimpton LLP (Amount \$20,658.79) To Contrarian Funds LLC. Filed by Creditor Contrarian Funds LLC. filed by Creditor Contrarian Funds LLC, 1401 Assignment/Transfer of Claim. Fee Amount \$25. Transfer Agreement 3001 (e) 2 Transferors: DLA Piper LLP (US) (Amount \$1,318,730.36) To Contrarian Funds LLC. Filed by Creditor Contrarian Funds LLC. filed by Creditor Contrarian Funds LLC). (Kass, Albert)</p>
03/08/2021	<p>1999 (5 pgs) Certificate of service re: 1) [<i>Customized for Rule 3001(e)(1) or 3001(e)(3)</i>] Notice of Transfer of Claim Pursuant to F.R.B.P 3001(e)(1) or 3001(e)(3); and 2) [<i>Customized for Rule 3001(e)(2) or 3001(e)(4)</i>] Notice of Transfer of Claim Pursuant to F.R.B.P. 3001(e)(2) or 3001(e)(4) Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1500 Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Katten Muchin Rosenman LLP (Claim No. 26, Amount \$16,695.00) To Cedar Glade LP. Filed by Creditor Cedar Glade LP. (Attachments: # 1 Evidence of Transfer) filed by Creditor Cedar Glade LP, 1508 Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Daniel Sheehan & Associates, PLLC (Claim No. 47, Amount \$32,433.75) To Fair Harbor Capital, LLC. Filed by Creditor Fair Harbor Capital, LLC. filed by Creditor Fair Harbor Capital, LLC, 1509 Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Vengroff Williams Inc (American Arbitration Assoc (Claim No. 33, Amount \$12,911.80) To Fair Harbor Capital, LLC. Filed by Creditor Fair Harbor Capital, LLC. filed by Creditor Fair Harbor Capital, LLC, 1512 Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Foley Gardere, Foley Lardner LLP To Hain Capital Investors Master Fund, Ltd. Filed by Creditor Hain Capital Group, LLC. filed by Creditor Hain Capital Group, LLC, 1582 Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 1 Transferors: CVE Technologies Group Inc. (Amount \$1,500.00) To Fair Harbor Capital, LLC. Filed by Creditor Fair Harbor Capital, LLC. filed by Creditor Fair Harbor Capital, LLC, 1591 Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 1 Transferors: Bates White LLC (Amount \$90,855.70) To Argo Partners. Filed by Creditor Argo Partners. filed by Creditor Argo Partners, 1658 Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 1 Transferors: ACA Compliance Group (Amount \$26,324.25) To Argo Partners. Filed by Creditor Argo Partners. filed by Creditor Argo Partners, 1930 Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Stanton Law Firm PC (Claim No. 163, Amount \$88,133.99) To Cedar Glade LP. Filed by Creditor Cedar Glade LP. (Attachments: # 1 Evidence of Transfer) filed by Creditor Cedar Glade LP). (Kass, Albert)</p>
03/09/2021	<p>2000 (186 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-00538-N. (RE: related document(s)1957 Notice of appeal . filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)1943 Order confirming chapter 11 plan). (Attachments: # 1 Exhibit A)) (Whitaker, Sheniqua)</p>
03/09/2021	<p>2001 (188 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-00539-N. (RE: related document(s)1966 Notice of appeal . filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (RE: related document(s)1943 Order confirming chapter 11 plan). (Hogewood, A.)) (Whitaker, Sheniqua)</p>

03/09/2021	<p>● 2002 (186 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-00546-L. (RE: related document(s)1970 Notice of appeal . filed by Interested Party James Dondero. (Attachments: # 1 Exhibit)) (Whitaker, Sheniqua)</p>
03/09/2021	<p>● 2003 (28 pgs) Application for compensation (<i>First Combined Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through July 31, 2020</i>) for Deloitte Tax LLP, Other Professional, Period: 10/16/2019 to 7/31/2020, Fee: \$87,972.80, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP (Annable, Zachery)</p>
03/09/2021	<p>● 2004 (33 pgs) Application for compensation (<i>Second Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from August 1, 2020 through August 31, 2020</i>) for Deloitte Tax LLP, Other Professional, Period: 8/1/2020 to 8/31/2020, Fee: \$91,353.40, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP (Annable, Zachery)</p>
03/09/2021	<p>● 2005 (25 pgs) Application for compensation (<i>Third Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from September 1, 2020 through September 30, 2020</i>) for Deloitte Tax LLP, Other Professional, Period: 9/1/2020 to 9/30/2020, Fee: \$78,594.30, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP (Annable, Zachery)</p>
03/09/2021	<p>● 2006 (12 pgs) Certificate of service re: <i>Stipulation Regarding Briefing and Hearing Schedule</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1974 Stipulation by Highland Capital Management, L.P. and the Official Committee of Unsecured Creditors; Highland Capital Management Fund Advisors, L.P.; NexPoint Advisors, L.P.; Highland Income Fund; NexPoint Strategic Opportunities Fund; Highland Global Allocation Fund; NexPoint Capital, Inc.; James Dondero; The Dugaboy Investment Trust; and Get Good Trust. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/10/2021	<p>● 2007 (65 pgs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from January 1, 2021 through January 31, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). (Annable, Zachery)</p>
03/10/2021	<p>● 2008 (190 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-00550-L. (RE: related document(s)1972 Notice of appeal <i>Notice of Appeal and Statement of Election</i>. filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1943 Order confirming chapter 11 plan). (Whitaker, Sheniqua)</p>
03/10/2021	<p>● 2009 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1826 Application for administrative expenses Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (Attachments: # 1 Service List)). Status Conference to be held on 3/29/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga. (Annable, Zachery)</p>
03/10/2021	<p>● 2011 (11 pgs) Certificate of service re: <i>Order Approving Stipulation Regarding Briefing and Hearing Schedule</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1979 Order approving stipulation regarding briefing (Re: related document(s) 1974 Stipulation) and setting hearing (RE: related document(s)1955 Motion to stay pending appeal filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., 1967 Motion to stay pending appeal filed by Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund, Interested Party Highland Income Fund, Interested Party Highland Global Allocation Fund). Hearing</p>

	to be held on 3/19/2021 at 09:30 AM Dallas Judge Jernigan Court for 1955 and for 1967 , Entered on 3/5/2021 (Okafor, M.)). (Kass, Albert)
03/10/2021	<p>● 2012 (14 pgs) BNC certificate of mailing. (RE: related document(s)1989 Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)1957 Notice of appeal . filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)1943 Order confirming chapter 11 plan). (Attachments: # 1 Exhibit A))) No. of Notices: 1. Notice Date 03/10/2021. (Admin.)</p>
03/10/2021	<p>● 2013 (14 pgs) BNC certificate of mailing. (RE: related document(s)1993 Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)1972 Notice of appeal <i>Notice of Appeal and Statement of Election</i>. filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1943 Order confirming chapter 11 plan).) No. of Notices: 1. Notice Date 03/10/2021. (Admin.)</p>
03/11/2021	<p>● 2014 (3 pgs) Amended notice of appeal filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1972 Notice of appeal). (Draper, Douglas)</p>
03/11/2021	<p>● 2015 (4 pgs) Statement of issues on appeal, filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)1957 Notice of appeal). (Rukavina, Davor)</p>
03/11/2021	<p>● 2016 (4 pgs) Appellant designation of contents for inclusion in record on appeal filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)1957 Notice of appeal). Appellee designation due by 03/25/2021. (Rukavina, Davor)</p>
03/11/2021	<p>● 2017 (11 pgs) Certificate of service re: <i>Notice of Hearing</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1994 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) Filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (Hogewood, A.), 1971 Joinder by <i>Joinder to Motions for Stay Pending Appeal of the Court's Order Confirming the Debtor's Fifth Amended Plan with Certificate of Service</i> filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (Attachments: # 1 Exhibit Opinion), 1973 Joinder by filed by Interested Party James Dondero (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan))). Hearing to be held on 3/19/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 1967 and for 1973 and for 1955 and for 1971, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/12/2021	<p>● 2018 (1 pg) Transmittal of record on appeal to U.S. District Court . Complete record on appeal . ,Transmitted: Volume 1, Mini Record. Number of appellant volumes: 6 Number of appellee volumes: 1. Civil Case Number: 3:20-CV-03408-G (RE: related document(s)1339 Notice of appeal filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1273 Order on motion to compromise controversy). (Blanco, J.)</p>
03/12/2021	<p>● 2019 (21 pgs) Notice of docketing record on appeal. 3:20-CV-03408-G (RE: related document(s)1339 Notice of appeal filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1273 Order on motion to compromise controversy). (Blanco, J.)</p>
03/12/2021	<p>● 2021 (1 pg) Notice of transmittal 20-CV-03408-G 13 SEALED DOCUMENTS (RE: related document(s)2019 Notice of docketing record on appeal. 3:20-CV-03408-G (RE: related document(s)1339</p>

	Notice of appeal filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 1273 Order on motion to compromise controversy). (Blanco, J.)). (Blanco, J.)
03/12/2021	<p>● 2022 (58 pgs) Omnibus Response opposed to (related document(s): 1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan, 1971 Joinder filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 1973 Joinder filed by Interested Party James Dondero) filed by Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund, Interested Party Highland Income Fund, Interested Party Highland Global Allocation Fund) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery). Modified linkage on 3/12/2021 (Rielly, Bill).</p>
03/12/2021	<p>● 2023 (5 pgs) Joinder by <i>the Official Committee of Unsecured Creditors</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2022 Response). (Hoffman, Juliana)</p>
03/12/2021	<p>● 2024 (28 pgs) Application for compensation - <i>Second Monthly Fee Application</i> for Hunton Andrews Kurth LLP, Special Counsel, Period: 1/1/2021 to 1/31/2021, Fee: \$35042.76, Expenses: \$3.80. Filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 4/2/2021. (Hesse, Gregory)</p>
03/12/2021	<p>● 2025 (28 pgs) Application for compensation - <i>Third Monthly Fee Application</i> for Hunton Andrews Kurth LLP, Special Counsel, Period: 2/1/2021 to 2/28/2021, Fee: \$37092.24, Expenses: \$94.54. Filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 4/2/2021. (Hesse, Gregory)</p>
03/12/2021	<p>● 2026 (5 pgs) Certificate of service re: 1) <i>First Combined Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 Through July 31, 2020</i>; 2) <i>Second Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from August 1, 2020 Through August 31, 2020</i>; and 3) <i>Third Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from September 1, 2020 Through September 30, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2003 Application for compensation (<i>First Combined Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through July 31, 2020</i>) for Deloitte Tax LLP, Other Professional, Period: 10/16/2019 to 7/31/2020, Fee: \$87,972.80, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP filed by Other Professional Deloitte Tax LLP, 2004 Application for compensation (<i>Second Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from August 1, 2020 through August 31, 2020</i>) for Deloitte Tax LLP, Other Professional, Period: 8/1/2020 to 8/31/2020, Fee: \$91,353.40, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP filed by Other Professional Deloitte Tax LLP, 2005 Application for compensation (<i>Third Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from September 1, 2020 through September 30, 2020</i>) for Deloitte Tax LLP, Other Professional, Period: 9/1/2020 to 9/30/2020, Fee: \$78,594.30, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP filed by Other Professional Deloitte Tax LLP). (Kass, Albert)</p>
03/12/2021	<p>● 2027 (5 pgs) Certificate of service re: (<i>Supplemental</i>) <i>Notice of (I) Confirmation Date and (II) Bar Date for Filing Rejection Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1948 <i>Notice of (I) Confirmation Date and (II) Bar Date for Filing Rejection Claims</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P., 1954 Certificate of service re: 1) <i>Notice of Hearing on Motion for an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation</i>; and 2) <i>Notice of (I) Confirmation Date and (II) Bar Date for Filing Rejection Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1947 <i>Notice of hearing</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)1878 Motion to</p>

	<p>compel an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation. Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Proposed Order Exhibit A # 2 Exhibit Exhibit B)). Hearing to be held on 3/22/2021 at 01:30 PM Dallas Judge Jernigan Ctrm for 1878, filed by Creditor Committee Official Committee of Unsecured Creditors, 1948 Notice (<i>Notice of (I) Confirmation Date and (II) Bar Date for Filing Rejection Claims</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC. (Kass, Albert)</p>
03/12/2021	<p>2028 (11 pgs) Certificate of service re: 1) <i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from January 1, 2021 Through January 31, 2021</i>; and 2) <i>Notice of Status Conference</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2007 Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from January 1, 2021 through January 31, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). filed by Debtor Highland Capital Management, L.P., 2009 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1826 Application for administrative expenses Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (Attachments: # 1 Service List)). Status Conference to be held on 3/29/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/15/2021	<p>2030 (9 pgs) Debtor-in-possession monthly operating report for filing period January 1, 2021 to January 31, 2021 filed by Debtor Highland Capital Management, L.P.. (Hayward, Melissa)</p>
03/15/2021	<p>2032 (1 pg) Notice of transmittal 3:20-CV-03390-X. CLERKS OFFICE OVERLOOKED SECOND APPELLEE. AMENDED MINI RECORD TO INCLUDE SECOND APPELLEE INDEX. ATTACHED ALSO: APPELLEE VOL. 27 (RE: related document(s)1978 Notice of docketing COMPLETE record on appeal. 3:20-CV-03390-X (RE: related document(s)1347 Notice of appeal filed by Interested Party James Dondero (RE: related document(s)1302 Order on motion to compromise controversy). (Blanco, J.)). (Blanco, J.)</p>
03/16/2021	<p>2033 (10 pgs; 2 docs) Motion for Certification to Court of Appeals (<i>Joint Motion</i>) Filed by Interested Parties James Dondero, Highland Capital Management Fund Advisors, L.P., Highland Global Allocation Fund, Highland Income Fund, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund, Get Good Trust, The Dugaboy Investment Trust, Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) (Rukavina, Davor)</p>
03/16/2021	<p>2034 (2 pgs) Order certifying appeals of the confirmation order for direct appeal to the United States Court of appeals for the Fifth Circuit (Related Doc # 2033) Entered on 3/16/2021. (Okafor, M.)</p>
03/16/2021	<p>2035 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1944 Application for compensation <i>Sixteenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from January 1, 2021 through January 31, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 1/1/2021 to 1/). (Pomerantz, Jeffrey)</p>
03/16/2021	<p>2036 (11 pgs) Reply to (related document(s): 2022 Response filed by Debtor Highland Capital Management, L.P.) filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P.. (Rukavina, Davor)</p>
03/16/2021	<p>2037 (10 pgs) Reply to (related document(s): 2022 Response filed by Debtor Highland Capital Management, L.P.) filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund. (Hogewood, A.)</p>

03/16/2021	<p>● 2038 (8 pgs) Second Notice of Additional Services to be Provided by Deloitte Tax LLP filed by Debtor Highland Capital Management, L.P.. (Hayward, Melissa)</p>
03/16/2021	<p>● 2039 (5 pgs) Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to January 31, 2021 filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALS UTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Hayward, Melissa)</p>
03/17/2021	<p>● 2040 (3 pgs) Statement of issues on appeal, filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (RE: related document(s)1966 Notice of appeal). (Hogewood, A.)</p>
03/17/2021	<p>● 2041 (5 pgs) Appellant designation of contents for inclusion in record on appeal filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (RE: related document(s)1966 Notice of appeal). Appellee designation due by 03/31/2021. (Hogewood, A.)</p>
03/17/2021	<p>● 2042 (11 pgs) Certificate of service re: 1) Debtor's Omnibus Response to Motions for Stay Pending Appeal of the Confirmation Order; and 2) Omnibus Objection of the Official Committee of Unsecured Creditors Objection to Motions for Stay Pending Appeal of the Confirmation Order and Joinder in Debtors Omnibus Objection to Motions for Stay Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2022 Omnibus Response opposed to (related document(s): 1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan, 1971 Joinder filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 1973 Joinder filed by Interested Party James Dondero) filed by Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund, Interested Party Highland Income Fund, Interested Party Highland Global Allocation Fund) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery). Modified linkage on 3/12/2021. filed by Debtor Highland Capital Management, L.P., 2023 Joinder by the Official Committee of Unsecured Creditors filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2022 Response). filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
03/17/2021	<p>● 2043 (1136 pgs; 14 docs) Witness and Exhibit List filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Exhibit J # 11 Exhibit K # 12 Exhibit L # 13 Exhibit M) (Vasek, Julian)</p>
03/17/2021	<p>● 2044 (3 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 1 Transfers: Bhawika Jain To NexPoint Advisors LP. Filed by Interested Party NexPoint Advisors, L.P.. (Vasek, Julian)</p>
03/17/2021	<p>● 2045 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 1 Transfers: Michael Beispiel To NexPoint Advisors LP. Filed by Interested Party NexPoint Advisors, L.P.. (Vasek, Julian)</p>
03/17/2021	<p>● 2046 (3 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 1 Transfers: Sang Kook (Michael) Jeong To NexPoint Advisors LP. Filed by Interested Party NexPoint Advisors, L.P.. (Vasek, Julian)</p>

03/17/2021	<p>● 2047 (3 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 1 Transferors: Phoebe Stewart To NexPoint Advisors LP. Filed by Interested Party NexPoint Advisors, L.P. (Vasek, Julian)</p>
03/17/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28570099, amount \$ 26.00 (re: Doc# 2044). (U.S. Treasury)</p>
03/17/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28570099, amount \$ 26.00 (re: Doc# 2045). (U.S. Treasury)</p>
03/17/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28570099, amount \$ 26.00 (re: Doc# 2046). (U.S. Treasury)</p>
03/17/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28570099, amount \$ 26.00 (re: Doc# 2047). (U.S. Treasury)</p>
03/17/2021	<p>● 2048 (32 pgs) Declaration re: <i>Third Supplemental Declaration</i> filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)336 Order on application to employ). (Hoffman, Juliana)</p>
03/18/2021	<p>● 2052 (1 pg) Notice of transmittal to submit Amended Mini Record Vol. 1 to remove appellee index and to disregard Appellee Record Vol. 8 filed at doc 27 in 3:20-CV-03408-G (RE: related document(s)2019 Notice of docketing record on appeal. 3:20-CV-03408-G (RE: related document(s)1339 Notice of appeal filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1273 Order on motion to compromise controversy). (Blanco, J.)). (Blanco, J.)</p>
03/18/2021	<p>● 2053 (1 pg) Clerk's correspondence requesting Amended designation from attorney for Appellant. (RE: related document(s)2041 Appellant designation of contents for inclusion in record on appeal filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (RE: related document(s)1966 Notice of appeal). Appellee designation due by 03/31/2021. (Hogewood, A.)) Responses due by 3/24/2021. (Blanco, J.)</p>
03/18/2021	<p>● 2054 (11 pgs) Appellant designation of contents for inclusion in record on appeal filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2014 Amended notice of appeal). Appellee designation due by 04/1/2021. (Draper, Douglas)</p>
03/18/2021	<p>● 2055 (3 pgs) Statement of issues on appeal, filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2014 Amended notice of appeal). (Draper, Douglas)</p>
03/18/2021	<p>● 2056 (2 pgs) Statement of issues on appeal, filed by Interested Party James Dondero (RE: related document(s)1970 Notice of appeal). (Taylor, Clay)</p>
03/18/2021	<p>● 2057 (12 pgs) Appellant designation of contents for inclusion in record on appeal filed by Interested Party James Dondero (RE: related document(s)1970 Notice of appeal, 2056 Statement of issues on appeal). Appellee designation due by 04/1/2021. (Taylor, Clay)</p>
03/18/2021	<p>● 2058 (3287 pgs; 34 docs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33) (Annable, Zachery)</p>

03/18/2021	<p>● 2059 (26 pgs) Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarantha; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 4/20/2021. (Annable, Zachery)</p>
03/18/2021	<p>● 2060 (4 pgs) Motion to recuse Judge Jernigan Filed by Interested Party James Dondero (Lang, Michael)</p>
03/18/2021	<p>● 2061 (37 pgs) Brief in support filed by Interested Party James Dondero (RE: related document(s)2060 Motion to recuse Judge Jernigan). (Lang, Michael)</p>
03/18/2021	<p>● 2062 (2722 pgs) Support/supplemental document <i>Appendix to Motion to Recuse</i> filed by Interested Party James Dondero (RE: related document(s)2060 Motion to recuse Judge Jernigan). (Lang, Michael)</p>
03/19/2021	<p>● 2063 (1 pg) Request for transcript regarding a hearing held on 3/19/2021. The requested turn-around time is hourly. (Edmond, Michael)</p>
03/19/2021	<p>● 2064 (8 pgs) Motion to continue hearing on (related documents 1878 Motion to compel) Filed by Creditor Committee Official Committee of Unsecured Creditors (Montgomery, Paige)</p>
03/19/2021	<p>● 2065 (1 pg) Court admitted exhibits date of hearing March 19, 2021 (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) Filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (Hogewood, A.), 1971 Joinder by Joinder to Motions for Stay Pending Appeal of the Court's Order Confirming the Debtor's Fifth Amended Plan with Certificate of Service filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (Attachments: # 1 Exhibit Opinion), 1973 Joinder by filed by Interested Party James Dondero (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (COURT ADMITTED MOVANT'S EXHIBIT'S #A THROUGH #M BY DAVOR RUKAVINA & DEFENDANT'S EXHIBIT'S #1 THROUGH #33 BY JEFFREY POMERANTZ) (Edmond, Michael)</p>
03/19/2021	<p>● 2066 (3 pgs) Witness List (<i>Debtor's Witness List with Respect to Hearing to Be Held on March 24, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1971 Joinder filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 1973 Joinder filed by Interested Party James Dondero). (Annable, Zachery). Modified linkage on 3/19/2021 (Rielly, Bill).</p>
03/19/2021	<p>● 2067 Hearing held on 3/19/2021. (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P.) (Appearances: D. Rukavina for Advisors; L. Hogewood for Funds; C. Taylor for J. Dondero; D. Draper for Get Good and Dugaboy Trusts; J. Pomeranz for Debtor; M. Clemente for UCC. Evidentiary hearing. Motion denied, based on reasons stated orally court determined 4-factor test for a stay pending appeal not met. Court will hold a follow up hearing on whether a sufficient monetary bond/supersedeas bond might be posted to warrant a mandatory stay pending appeal, on 3/24/21 at 9:30 am, since the issue of monetary bond was not fully addressed in</p>

	evidence and arguments. Mr. Pomeranz will submit written order memorializing today's hearing.) (Edmond, Michael)
03/19/2021	<p>2068 Hearing held on 3/19/2021. (RE: related document(s) 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) Filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (Hogewood, A.) (Appearances: D. Rukavina for Advisors; L. Hogewood for Funds; C. Taylor for J. Dondero; D. Draper for Get Good and Dugaboy Trusts; J. Pomeranz for Debtor; M. Clemente for UCC. Evidentiary hearing. Motion denied, based on reasons stated orally court determined 4-factor test for a stay pending appeal not met. Court will hold a follow up hearing on whether a sufficient monetary bond/supersedeas bond might be posted to warrant a mandatory stay pending appeal, on 3/24/21 at 9:30 am, since the issue of monetary bond was not fully addressed in evidence and arguments. Mr. Pomeranz will submit written order memorializing today's hearing.) (Edmond, Michael)</p>
03/19/2021	<p>2069 Hearing held on 3/19/2021. (RE: related document(s) 1971 Joinder by Joinder to Motions for Stay Pending Appeal of the Court's Order Confirming the Debtor's Fifth Amended Plan with Certificate of Service filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s) 1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (Attachments: # 1 Exhibit Opinion) (Appearances: D. Rukavina for Advisors; L. Hogewood for Funds; C. Taylor for J. Dondero; D. Draper for Get Good and Dugaboy Trusts; J. Pomeranz for Debtor; M. Clemente for UCC. Evidentiary hearing. Motion denied, based on reasons stated orally court determined 4-factor test for a stay pending appeal not met. Court will hold a follow up hearing on whether a sufficient monetary bond/supersedeas bond might be posted to warrant a mandatory stay pending appeal, on 3/24/21 at 9:30 am, since the issue of monetary bond was not fully addressed in evidence and arguments. Mr. Pomeranz will submit written order memorializing today's hearing.) (Edmond, Michael)</p>
03/19/2021	<p>2070 Hearing held on 3/19/2021. (RE: related document(s) 1973 Joinder by filed by Interested Party James Dondero (RE: related document(s) 1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan). (Appearances: D. Rukavina for Advisors; L. Hogewood for Funds; C. Taylor for J. Dondero; D. Draper for Get Good and Dugaboy Trusts; J. Pomeranz for Debtor; M. Clemente for UCC. Evidentiary hearing. Motion denied, based on reasons stated orally court determined 4-factor test for a stay pending appeal not met. Court will hold a follow up hearing on whether a sufficient monetary bond/supersedeas bond might be posted to warrant a mandatory stay pending appeal, on 3/24/21 at 9:30 am, since the issue of monetary bond was not fully addressed in evidence and arguments. Mr. Pomeranz will submit written order memorializing today's hearing.) (Edmond, Michael)</p>
03/19/2021	<p>2071 (3 pgs) Witness List filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (Hoffman, Juliana). Related document(s) 1971 Joinder filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 1973 Joinder filed by Interested Party James Dondero. Modified to create linkages on 3/22/2021 (Tello, Chris).</p>
03/19/2021	<p>2072 (7 pgs) Certificate of service re: 1) <i>Second Notice of Additional Services to be Provided by Deloitte Tax LLP</i>; and 2) <i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to January 31, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2038 <i>Second Notice of Additional Services to be Provided by Deloitte Tax LLP</i> filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2039 <i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to January 31, 2021</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALS UTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). filed by Debtor Highland Capital Management, L.P. (Kass, Albert)</p>

03/19/2021	<p>● 2077 Hearing set - follow up hearing on whether a sufficient monetary bond/supersedeas bond might be posted to warrant a mandatory stay pending appeal (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) Filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (Hogewood, A.), 1971 Joinder by <i>Joinder to Motions for Stay Pending Appeal of the Court's Order Confirming the Debtor's Fifth Amended Plan with Certificate of Service</i> filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (Attachments: # 1 Exhibit Opinion), 1973 Joinder by filed by Interested Party James Dondero (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)).) Hearing to be held on 3/24/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 1955 and for 1967 and for 1973 and for 1971, (Ellison, T.) (Entered: 03/22/2021)</p>
03/20/2021	<p>● 2073 (82 pgs) Transcript regarding Hearing Held 03/19/2021 (82 pages) RE: Motions/Joinders to Stay Pending Appeal. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 06/18/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 2067 Hearing held on 3/19/2021. (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P.) (Appearances: D. Rukavina for Advisors; L. Hogewood for Funds; C. Taylor for J. Dondero; D. Draper for Get Good and Dugaboy Trusts; J. Pomeranz for Debtor; M. Clemente for UCC. Evidentiary hearing. Motion denied, based on reasons stated orally court determined 4-factor test for a stay pending appeal not met. Court will hold a follow up hearing on whether a sufficient monetary bond/supersedeas bond might be posted to warrant a mandatory stay pending appeal, on 3/24/21 at 9:30 am, since the issue of monetary bond was not fully addressed in evidence and arguments. Mr. Pomeranz will submit written order memorializing today's hearing.), 2068 Hearing held on 3/19/2021. (RE: related document(s)1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) Filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (Hogewood, A.) (Appearances: D. Rukavina for Advisors; L. Hogewood for Funds; C. Taylor for J. Dondero; D. Draper for Get Good and Dugaboy Trusts; J. Pomeranz for Debtor; M. Clemente for UCC. Evidentiary hearing. Motion denied, based on reasons stated orally court determined 4-factor test for a stay pending appeal not met. Court will hold a follow up hearing on whether a sufficient monetary bond/supersedeas bond might be posted to warrant a mandatory stay pending appeal, on 3/24/21 at 9:30 am, since the issue of monetary bond was not fully addressed in evidence and arguments. Mr. Pomeranz will submit written order memorializing today's hearing.), 2069 Hearing held on 3/19/2021. (RE: related document(s)1971 Joinder by Joinder to Motions for Stay Pending Appeal of the Court's Order Confirming the Debtor's Fifth Amended Plan with Certificate of Service filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (Attachments: # 1 Exhibit Opinion) (Appearances: D. Rukavina for Advisors; L. Hogewood for Funds; C. Taylor for J. Dondero; D. Draper for Get Good and Dugaboy Trusts; J. Pomeranz for Debtor; M. Clemente for UCC. Evidentiary hearing. Motion denied, based on reasons stated orally court determined 4-factor test for a stay pending appeal not met. Court will hold a follow up hearing on whether a sufficient monetary bond/supersedeas bond might be posted to warrant a mandatory stay pending appeal, on 3/24/21 at 9:30 am, since the issue of monetary bond was not fully addressed in evidence and arguments. Mr. Pomeranz will submit written order memorializing today's hearing.), 2070 Hearing held on 3/19/2021. (RE: related document(s)1973 Joinder by filed by Interested Party James Dondero (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan). (Appearances: D. Rukavina for Advisors; L. Hogewood for Funds; C. Taylor for J. Dondero; D. Draper for Get Good and Dugaboy Trusts; J. Pomeranz for Debtor; M. Clemente for UCC. Evidentiary hearing. Motion denied, based on reasons stated orally court determined 4-factor test for a stay pending appeal not met. Court will hold a follow up hearing on whether a sufficient monetary bond/supersedeas bond might be posted to warrant a mandatory stay pending appeal, on 3/24/21 at 9:30 am, since the issue of monetary bond was not fully addressed in evidence and arguments. Mr. Pomeranz will submit written</p>

	order memorializing today's hearing.)). Transcript to be made available to the public on 06/18/2021. (Rehling, Kathy)
03/22/2021	● 2074 (12 pgs) Amended appellant designation of contents for inclusion in record on appeal filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund (RE: related document(s) 2041 Appellant designation). (Hogewood, A.)
03/22/2021	● 2075 (2 pgs) Notice to take deposition of James P. Seery filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund. (Hogewood, A.)
03/22/2021	● 2076 (2 pgs) Order granting motion to continue hearing on (related document # 2064) (related documents Motion to compel an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation.) Hearing to be held on 4/5/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 1878 , Entered on 3/22/2021. (Okafor, M.)
03/22/2021	● 2078 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broadus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarantha; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 4/20/2021.). Hearing to be held on 5/3/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2059 , (Annable, Zachery)
03/22/2021	● 2079 (3 pgs) Declaration re: (<i>Supplemental Declaration of Jeffrey N. Pomerantz in Support of Application Pursuant to Section 327(a) of the Bankruptcy Code, Rule 2014 of the Federal Rules of Bankruptcy Procedure and Local Rule 2014-1 for Authorization to Employ and Retain Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession Nunc Pro Tunc to the Petition Date</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 70 Application to employ Pachulski Stang Ziehl & Jones LLP as Attorney). (Annable, Zachery)
03/22/2021	● 2080 (4 pgs) Amended appellant designation of contents for inclusion in record on appeal filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s) 2016 Appellant designation). (Rukavina, Davor)
03/23/2021	● 2081 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s) 1888 Application for administrative expenses Filed by Interested Parties NexBank, NexBank Capital Inc., NexBank Securities Inc., NexBank Title Inc.) Responses due by 4/6/2021. (Ecker, C.)
03/23/2021	● 2082 (4 pgs; 2 docs) Notice of Authority to Clerk of Bankruptcy Court filed by Get Good Trust, The Dugaboy Investment Trust. (Attachments: # 1 Order) (Draper, Douglas)
03/23/2021	● 2083 (11 pgs) Order denying motion to recuse (related document # 2060) Entered on 3/23/2021. (Okafor, M.)
03/23/2021	● 2084 (3 pgs) Order denying motion to stay pending appeal Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (related document # 1955), denying motion to stay pending appeal Filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund(related document # 1967), denying Joinder by Joinder to Motions for Stay Pending Appeal of the Court's Order Confirming the Debtor's Fifth

	Amended Plan with Certificate of Service filed by Get Good Trust, The Dugaboy Investment Trust (related document # 1971), denying Joinder by filed by Interested Party James Dondero (related document # 1973). Hearing to be held on 3/24/2021 at 09:30 AM at https://us-courts.webex.com/meet/jernigan for 1955 and for 1967 and for 1973 and for 1971 , Entered on 3/23/2021. (Okafor, M.)
03/23/2021	2085 (5 pgs) Amended Notice of hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 1878 Motion to compel an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation. Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Proposed Order Exhibit A # 2 Exhibit Exhibit B)). Hearing to be held on 4/5/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 1878 , (Montgomery, Paige)
03/23/2021	2086 (1 pg) Support/supplemental document (<i>Letter to Court Regarding Mandatory Stay Pending Appeal Bond Hearing</i>) filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s) 2077 Hearing set/continued, 2084 Order on motion to stay pending appeal, Order on motion to stay pending appeal). (Rukavina, Davor)
03/23/2021	2087 (15 pgs) Debtor's Supplemental Brief in opposition filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (Annable, Zachery). Related document(s) 1971 Joinder filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 1973 Joinder filed by Interested Party James Dondero. Modified to add linkages on 3/23/2021 (Tello, Chris).
03/23/2021	2088 (7 pgs; 2 docs) Amended Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2058 List (witness/exhibit/generic), 2066 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 34) (Annable, Zachery)
03/23/2021	2089 (9 pgs) Supplemental Response opposed to (related document(s): 1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) filed by Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund, Interested Party Highland Income Fund, Interested Party Highland Global Allocation Fund) filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana)
03/23/2021	2090 (7 pgs) Certificate of service re: <i>Debtor's Witness and Exhibit List with Respect to Hearing to be Held on March 19, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2058 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
03/23/2021	2091 (19 pgs) Certificate of service re: <i>Debtor's Third Omnibus Objection to Certain No Liability Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarantha; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu;

	Austin Cotton, Lauren Baker, Phoebe Stewart, Blair Robber, Brad McKay, Jennifer School. Filed by Debtor Highland Capital Management, L.P.. Responses due by 4/20/2021. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert) Modified on 3/24/2021 (Rielly, Bill).
03/24/2021	2092 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Scott Ellington (Claim No. 244) To CPCM, LLC. Filed by Interested Party CPCM, LLC. (Hartmann, Margaret)
03/24/2021	2093 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transferors: Frank Waterhouse (Claim No. 217) To CPCM, LCC. Filed by Interested Party CPCM, LLC. (Hartmann, Margaret)
03/24/2021	2094 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transferors: Jean Paul Sevilla (Claim No. 241) To CPCM, LLC. Filed by Interested Party CPCM, LLC. (Hartmann, Margaret)
03/24/2021	2095 (4 pgs) Supplemental Order on Motions for stay pending appeal (RE: related document(s) 2084 Order, 1955 Motion to stay pending appeal filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., 1967 Motion to stay pending appeal filed by Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund, Interested Party Highland Income Fund, Interested Party Highland Global Allocation Fund, 1971 Joinder filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 1973 Joinder filed by Interested Party James Dondero). Entered on 3/24/2021 (Okafor, M.)
03/24/2021	2096 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transferors: Isaac Leventon (Claim No. 216) To CPCM, LLC. Filed by Interested Party CPCM, LLC. (Hartmann, Margaret)
03/24/2021	2097 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Lucy Bannon (Claim No. 235) To CPCM, LLC. Filed by Interested Party CPCM, LLC. (Hartmann, Margaret)
03/24/2021	2098 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Jerome Carter (Claim No. 223) To CPCM, LLC. Filed by Interested Party CPCM, LLC. (Hartmann, Margaret)
03/24/2021	2099 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Brian Collins (Claim No. 233) To CPCM, LLC. Filed by Interested Party CPCM, LLC. (Hartmann, Margaret)
03/24/2021	2100 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Matthew DiOrio (Claim No. 230) To CPCM, LLC. Filed by Interested Party CPCM, LLC. (Hartmann, Margaret)
03/24/2021	2101 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Hayley Eliason (Claim No. 236) To CPCM, LLC. Filed by Interested Party CPCM, LLC. (Hartmann, Margaret)
03/24/2021	2102 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: William Gosserand (Claim No. 232) To CPCM, LLC. Filed by Interested Party CPCM, LLC. (Hartmann, Margaret)
03/24/2021	2103 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Steven Haltom (Claim No. 224) To CPCM, LLC. Filed by Interested Party CPCM, LLC. (Hartmann, Margaret)

03/24/2021	<p>● 2104 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transfers: Charles Hoedebeck (Claim No. 228) To CPCMC, LLC. Filed by Interested Party CPCMC, LLC. (Hartmann, Margaret)</p>
03/24/2021	<p>● 2105 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transfers: Mary Irving (Claim No. 231) To CPCMC, LLC. Filed by Interested Party CPCMC, LLC. (Hartmann, Margaret)</p>
03/24/2021	<p>● 2106 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transfers: Helen Kim (Claim No. 226) To CPCMC, LLC. Filed by Interested Party CPCMC, LLC. (Hartmann, Margaret)</p>
03/24/2021	<p>● 2107 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transfers: Kari Kovelan (Claim No. 227) To CPCMC, LLC. Filed by Interested Party CPCMC, LLC. (Hartmann, Margaret)</p>
03/24/2021	<p>● 2108 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transfers: William Mabry (Claim No. 234) To CPCMC, LLC. Filed by Interested Party CPCMC, LLC. (Hartmann, Margaret)</p>
03/24/2021	<p>● 2109 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transfers: Mark Patrick (Claim No. 219) To CPCMC, LLC. Filed by Interested Party CPCMC, LLC. (Hartmann, Margaret)</p>
03/24/2021	<p>● 2110 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transfers: Christopher Rice (Claim No. 220) To CPCMC, LLC. Filed by Interested Party CPCMC, LLC. (Hartmann, Margaret)</p>
03/24/2021	<p>● 2111 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transfers: Jason Rothstein (Claim No. 229) To CPCMC, LLC. Filed by Interested Party CPCMC, LLC. (Hartmann, Margaret)</p>
03/24/2021	<p>● 2112 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transfers: Kellie Stevens (Claim No. 221) To CPCMC, LLC. Filed by Interested Party CPCMC, LLC. (Hartmann, Margaret)</p>
03/24/2021	<p>● 2113 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transfers: Ricky Swadley (Claim No. 237) To CPCMC, LLC. Filed by Interested Party CPCMC, LLC. (Hartmann, Margaret)</p>
03/24/2021	<p>● 2114 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transfers: Lauren Thedford (Claim No. 222) To CPCMC, LLC. Filed by Interested Party CPCMC, LLC. (Hartmann, Margaret)</p>
03/24/2021	<p>● 2115 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transfers: Stephanie Vitiello (Claim No. 225) To CPCMC, LLC. Filed by Interested Party CPCMC, LLC. (Hartmann, Margaret)</p>
03/24/2021	<p>● 2116 (4 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)1963 Application for compensation <i>Sidley Austin LLP's 15th Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 1/1/2021 to 1/31/2021, Fee: \$655,7). (Hoffman, Juliana)</p>

03/24/2021	<p>● 2117 (16 pgs) Certificate of service re: <i>Documents Served on March 19, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2048 Declaration re: <i>Third Supplemental Declaration</i> filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)336 Order on application to employ). filed by Financial Advisor FTI Consulting, Inc., 2064 Motion to continue hearing on (related documents 1878 Motion to compel) Filed by Creditor Committee Official Committee of Unsecured Creditors filed by Creditor Committee Official Committee of Unsecured Creditors, 2066 Witness List (<i>Debtor's Witness List with Respect to Hearing to Be Held on March 24, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1971 Joinder filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 1973 Joinder filed by Interested Party James Dondero). (Annable, Zachery). Modified linkage on 3/19/2021. filed by Debtor Highland Capital Management, L.P., 2071 Witness List filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (Hoffman, Juliana). Related document(s) 1971 Joinder filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 1973 Joinder filed by Interested Party James Dondero. Modified to create linkages on 3/22/2021. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
03/25/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2092). (U.S. Treasury)</p>
03/25/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2093). (U.S. Treasury)</p>
03/25/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2094). (U.S. Treasury)</p>
03/25/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2096). (U.S. Treasury)</p>
03/25/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2097). (U.S. Treasury)</p>
03/25/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2098). (U.S. Treasury)</p>
03/25/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2099). (U.S. Treasury)</p>
03/25/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2100). (U.S. Treasury)</p>
03/25/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2101). (U.S. Treasury)</p>
03/25/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2102). (U.S. Treasury)</p>
03/25/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2103). (U.S. Treasury)</p>
03/25/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2104). (U.S. Treasury)</p>

03/25/2021	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2105). (U.S. Treasury)
03/25/2021	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2106). (U.S. Treasury)
03/25/2021	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2107). (U.S. Treasury)
03/25/2021	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2108). (U.S. Treasury)
03/25/2021	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2109). (U.S. Treasury)
03/25/2021	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2110). (U.S. Treasury)
03/25/2021	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2111). (U.S. Treasury)
03/25/2021	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2112). (U.S. Treasury)
03/25/2021	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2113). (U.S. Treasury)
03/25/2021	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2114). (U.S. Treasury)
03/25/2021	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28587981, amount \$ 26.00 (re: Doc# 2115). (U.S. Treasury)
03/25/2021	2118 (7 pgs) Notice to take deposition of NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
03/25/2021	2119 (3 pgs) Notice to take deposition of James Dondero filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
03/25/2021	2120 (4 pgs) INCORRECT ENTRY: Attorney to refile. Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s) 1968 Application for compensation <i>15th Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 1/1/2021 to 1/31/2021, Fee: \$244,315.80, Expenses: \$0.00.). (Hoffman, Juliana) Modified on 3/26/2021 (Ecker, C.).
03/25/2021	2121 (16 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2084 Order denying motion to stay pending appeal Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (related document 1955), denying motion to stay pending appeal Filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund(related document 1967), denying Joinder by Joinder to Motions for Stay Pending Appeal of the Court's Order Confirming the Debtor's Fifth Amended Plan with Certificate of Service filed by Get Good Trust, The Dugaboy Investment Trust (related document 1971), denying Joinder by filed by Interested Party James Dondero (related document 1973). Hearing to be held on 3/24/2021 at 09:30 AM at https://us-courts.webex.com/meet/jernigan for 1955 and for 1967 and for

	<p>1973 and for 1971, Entered on 3/23/2021. (Okafor, M.) No. of Notices: 1. Notice Date: 03/25/2021. (Admin.)</p>
03/26/2021	<p>● 2122 (4 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)1968 Application for compensation <i>15th Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 1/1/2021 to 1/31/2021, Fee: \$244,315.80, Expenses: \$0.00.). (Hoffman, Juliana)</p>
03/26/2021	<p>● 2123 (5 pgs) Amended Notice of hearing (<i>Amended Notice of Status Conference</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1826 Application for administrative expenses Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (Attachments: # 1 Service List)). Status Conference to be held on 5/7/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga. (Annable, Zachery)</p>
03/26/2021	<p>● 2124 (155 pgs) Application for compensation <i>Seventeenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from February 1, 2021 through February 28, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 2/1/2021 to 2/28/2021, Fee: \$1,358,786.50, Expenses: \$21,401.29. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 4/16/2021. (Pomerantz, Jeffrey)</p>
03/26/2021	<p>● 2125 (22 pgs) Certificate of service re: <i>1) Order Granting the Motion for Continuance of Hearing on the Preservation Motion Filed by the Official Committee of Unsecured Creditors; 2) Notice of Hearing on Debtor's Third Omnibus Objection to Certain No Liability Claims; and 3) Supplemental Declaration of Jeffrey N. Pomerantz in Support of Application Pursuant to Section 327(a) of the Bankruptcy Code, Rule 2014 of the Federal Rules of Bankruptcy Procedure and Local Rule 2014-1 for Authorization to Employ and Retain Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession Nunc Pro Tunc to the Petition Date</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2076 Order granting motion to continue hearing on (related document 2064) (related documents Motion to compel an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation.) Hearing to be held on 4/5/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 1878, Entered on 3/22/2021. (Okafor, M.), 2078 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrto; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broadus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahana Abayarantha; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 4/20/2021.). Hearing to be held on 5/3/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2059, filed by Debtor Highland Capital Management, L.P., 2079 Declaration re: (<i>Supplemental Declaration of Jeffrey N. Pomerantz in Support of Application Pursuant to Section 327(a) of the Bankruptcy Code, Rule 2014 of the Federal Rules of Bankruptcy Procedure and Local Rule 2014-1 for Authorization to Employ and Retain Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession Nunc Pro Tunc to the Petition Date</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)70 Application to employ Pachulski Stang Ziehl & Jones LLP as Attorney). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/26/2021	<p>● 2126 (16 pgs) Certificate of service re: <i>Documents Served on March 23, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2084 Order denying motion to stay pending appeal Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (related document 1955), denying motion to stay pending appeal Filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund(related document 1967), denying Joinder by Joinder to Motions for Stay Pending Appeal of the Court's Order Confirming the Debtor's Fifth Amended Plan with Certificate of Service filed by Get Good Trust, The Dugaboy Investment Trust (related document 1971), denying Joinder by filed by Interested</p>

	<p>Party James Dondero (related document 1973). Hearing to be held on 3/24/2021 at 09:30 AM at https://us-courts.webex.com/meet/jernigan for 1955 and for 1967 and for 1973 and for 1971, Entered on 3/23/2021. (Okafor, M.), 2085 Amended Notice of hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)1878 Motion to compel an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation. Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Proposed Order Exhibit A # 2 Exhibit Exhibit B)). Hearing to be held on 4/5/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 1878, filed by Creditor Committee Official Committee of Unsecured Creditors, 2087 Debtor's Supplemental Brief in opposition filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan), 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan)). (Annable, Zachery). Related document(s) 1971 Joinder filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 1973 Joinder filed by Interested Party James Dondero. Modified to add linkages on 3/23/2021. filed by Debtor Highland Capital Management, L.P., 2088 Amended Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2058 List (witness/exhibit/generic), 2066 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 34) filed by Debtor Highland Capital Management, L.P., 2089 Supplemental Response opposed to (related document(s): 1955 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., 1967 Motion to stay pending appeal (related documents 1943 Order confirming chapter 11 plan) filed by Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund, Interested Party Highland Income Fund, Interested Party Highland Global Allocation Fund) filed by Creditor Committee Official Committee of Unsecured Creditors. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
03/26/2021	<p>2127 (17 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)2095 Supplemental Order on Motions for stay pending appeal (RE: related document(s) 2084 Order, 1955 Motion to stay pending appeal filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., 1967 Motion to stay pending appeal filed by Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund, Interested Party Highland Income Fund, Interested Party Highland Global Allocation Fund, 1971 Joinder filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 1973 Joinder filed by Interested Party James Dondero). Entered on 3/24/2021 (Okafor, M.)) No. of Notices: 1. Notice Date 03/26/2021. (Admin.)</p>
03/29/2021	<p>2128 (15 pgs) Motion for leave to file Adversary Complaint and Other Materials Under Seal Filed by Interested Parties UBS AG London Branch, UBS Securities LLC (Sosland, Martin)</p>
03/29/2021	<p>2129 (8 pgs; 2 docs) Motion to file document under seal. (<i>Debtor's Motion for Leave to File under Seal the Debtor's Statement with Respect to UBS's Motion for Leave to File Adversary Complaint and Other Materials under Seal</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A-- Proposed Order) (Annable, Zachery)</p>
03/29/2021	<p>2130 (11 pgs) Certificate of service re: <i>Supplemental Order on Motions for Stay Pending Appeal</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2095 Supplemental Order on Motions for stay pending appeal (RE: related document(s) 2084 Order, 1955 Motion to stay pending appeal filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., 1967 Motion to stay pending appeal filed by Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund, Interested Party Highland Income Fund, Interested Party Highland Global Allocation Fund, 1971 Joinder filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 1973 Joinder filed by Interested Party James Dondero). Entered on 3/24/2021 (Okafor, M.)). (Kass, Albert)</p>
03/29/2021	<p>2131 (3 pgs) Certificate of Conference filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2129 Motion to file document under seal. (<i>Debtor's Motion for Leave to File under Seal the Debtor's Statement with Respect to UBS's Motion for Leave to File Adversary Complaint and Other Materials under Seal</i>)). (Annable, Zachery)</p>

03/29/2021	2132 (2 pgs) Certificate of Conference filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 2128 Motion for leave to file Adversary Complaint and Other Materials Under Seal). (Sosland, Martin)
03/29/2021	2133 (9 pgs) Objection to claim(s) of Creditor(s) Integrated Financial Associates, Inc... Filed by Debtor Highland Capital Management, L.P.. Responses due by 4/28/2021. (Annable, Zachery)
03/29/2021	2134 (2 pgs) Notice to take deposition of HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
03/29/2021	2135 (2 pgs) Notice to take deposition of James Dondero filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
03/30/2021	2136 (2 pgs) Notice to take deposition of Paul Broaddus filed by HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC), Highland Capital Management Services, Inc.. (Drawhorn, Lauren)
03/30/2021	2137 (2 pgs) Notice to take deposition of Mark Patrick filed by HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC), Highland Capital Management Services, Inc.. (Drawhorn, Lauren)
03/30/2021	2138 (5 pgs) INCORRECT EVENT: Attorney to refile. Notice (<i>Joint Stipulation as to the Withdrawal of Hunter Mountain Investment Trust's Proof of Claim No. 152</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery) MODIFIED on 3/31/2021 (Ecker, C.).
03/31/2021	2139 (5 pgs) Withdrawal of claim(s): (<i>Joint Stipulation as to the Withdrawal of Hunter Mountain Investment Trust's Proof of Claim No. 152</i>) Filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
03/31/2021	2140 (3 pgs) Order granting motion for leave to file Adversary Complaint and Other Materials Under Seal Filed by Interested Parties UBS AG London Branch, UBS Securities LLC(related document # 2128) Entered on 3/31/2021. (Okafor, M.)
03/31/2021	2141 (16 pgs) Certificate of service re: 1) Debtor's Second Amended Notice of Rule 30(b)(6) Deposition to HCRE Partners, LLC; and 2) Debtor's Second Amended Notice of Deposition to James Dondero in Connection with Debtor's Objection to Proof of Claim Filed by HCRE Partners, LLC Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2118 Notice to take deposition of NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2119 Notice to take deposition of James Dondero filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
03/31/2021	2142 (2 pgs) Adversary case 21-03020. Complaint by UBS Securities LLC, UBS AG London Branch against Highland Capital Management, L.P.. Fee Amount \$350. Nature(s) of suit: 72 (Injunctive relief - other). (Sosland, Martin)
03/31/2021	2143 (8 pgs) Order approving joint stipulation as to withdrawal of Hunter Mountain Investment Trust's proof of claim No. 152 (RE: related document(s) 2139 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 3/31/2021 (Okafor, M.)
03/31/2021	2144 (15 pgs) Certificate of service re: 1) Amended Notice of Status Conference; and 2) Seventeenth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from February 1, 2021 Through February 28, 2021 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2123 Amended Notice of hearing (<i>Amended Notice of Status Conference</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1826 Application for administrative expenses Filed by Interested Parties Highland Capital

	Management Fund Advisors, L.P., NexPoint Advisors, L.P. (Attachments: # 1 Service List)). Status Conference to be held on 5/7/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga . filed by Debtor Highland Capital Management, L.P., 2124 Application for compensation <i>Seventeenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from February 1, 2021 through February 28, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 2/1/2021 to 2/28/2021, Fee: \$1,358,786.50, Expenses: \$21,401.29. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 4/16/2021. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
03/31/2021	<p>2145 (24 pgs) Certificate of service re: <i>Documents Served on March 29, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2129 Motion to file document under seal. (<i>Debtor's Motion for Leave to File under Seal the Debtor's Statement with Respect to UBS's Motion for Leave to File Adversary Complaint and Other Materials under Seal</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P., 2131 Certificate of Conference filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2129 Motion to file document under seal. (<i>Debtor's Motion for Leave to File under Seal the Debtor's Statement with Respect to UBS's Motion for Leave to File Adversary Complaint and Other Materials under Seal</i>)). filed by Debtor Highland Capital Management, L.P., 2133 Objection to claim(s) of Creditor(s) Integrated Financial Associates, Inc... Filed by Debtor Highland Capital Management, L.P.. Responses due by 4/28/2021. filed by Debtor Highland Capital Management, L.P., 2134 Notice to take deposition of HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2135 Notice to take deposition of James Dondero filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/01/2021	2146 (2 pgs) Order Granting Debtor's Motion for Leave to File under Seal the Debtor's Statement with Respect to UBS's Motion for Leave to File Adversary Complaint and Other Materials under Seal) Filed by Debtor Highland Capital Management, L.P. (related document # 2129) Entered on 4/1/2021. (Okafor, M.)
04/01/2021	Adversary case 3:20-ap-3105 closed (Ecker, C.)
04/01/2021	2147 (4 pgs) Response unopposed to (related document(s): 2128 Motion for leave <i>to file Adversary Complaint and Other Materials Under Seal</i> filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
04/01/2021	2148 SEALED document regarding: (Debtor's Statement with Respect to UBS's Motion for Leave to File Adversary Complaint and Other Materials under Seal) per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2146 Order on motion to seal). (Annable, Zachery)
04/01/2021	2149 (15 pgs; 2 docs) Notice of appeal . Fee Amount \$298 filed by Interested Party James Dondero (RE: related document(s) 2083 Order on motion to recuse Judge). Appellant Designation due by 04/15/2021. (Attachments: # 1 Exhibit)(Lang, Michael)
04/01/2021	Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number 28609730, amount \$ 298.00 (re: Doc# 2149). (U.S. Treasury)
04/02/2021	2150 (11 pgs) Certificate of service re: <i>re: Joint Stipulation as to the Withdrawal of Hunter Mountain Investment Trust's Proof of Claim No. 152</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2138 INCORRECT EVENT: Attorney to refile. Notice (<i>Joint Stipulation as to the Withdrawal of Hunter Mountain Investment Trust's Proof of Claim No. 152</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery) MODIFIED on 3/31/2021 (Ecker, C.). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
04/02/2021	2151 (3 pgs) Motion to appear pro hac vice for Zachary F. Proulx. Fee Amount \$100 Filed by Interested Parties UBS AG London Branch, UBS Securities LLC (Clubok, Andrew)

04/02/2021	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28612120, amount \$ 100.00 (re: Doc# 2151). (U.S. Treasury)
04/02/2021	2152 (3 pgs) Motion to appear pro hac vice for Kathryn K. George. Fee Amount \$100 Filed by Interested Parties UBS AG London Branch, UBS Securities LLC (Clubok, Andrew)
04/02/2021	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28612132, amount \$ 100.00 (re: Doc# 2152). (U.S. Treasury)
04/02/2021	2153 (88 pgs; 8 docs) Witness and Exhibit List filed by Interested Party James Dondero (RE: related document(s) 1878 Motion to compel an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation.). (Attachments: # 1 Ex. 1 # 2 Ex. 2 # 3 Ex. 3 # 4 Ex. 4 # 5 Ex. 5 # 6 Ex. 6 # 7 Ex. 7) (Assink, Bryan)
04/02/2021	2154 (10 pgs) Reply to (related document(s): 1969 Objection filed by Interested Party James Dondero) <i>Reply to James Donderos Objection and Response to the Committees Motion for an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation</i> filed by Creditor Committee Official Committee of Unsecured Creditors. (Montgomery, Paige)
04/02/2021	2155 (4 pgs) Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2014 Amended notice of appeal,). (Annable, Zachery). Modified LINKAGE and TEXT on 4/6/2021 (Blanco, J.).
04/02/2021	2156 (4 pgs) Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1970 Notice of appeal). (Annable, Zachery)
04/02/2021	2157 (4 pgs) Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1966 Notice of appeal). (Annable, Zachery)
04/03/2021	2158 (708 pgs) Witness and Exhibit List filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 1878 Motion to compel an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation.). (Montgomery, Paige)
04/05/2021	2159 (716 pgs; 9 docs) Amended Witness and Exhibit List <i>for April 5, 2021 Hearing</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 2158 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8) (Montgomery, Paige)
04/05/2021	2160 (47 pgs) Application for compensation <i>Sidley Austin LLP's Sixteenth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 2/1/2021 to 2/28/2021, Fee: \$493,524.00, Expenses: \$11,141.12. Filed by Attorney Juliana Hoffman Objections due by 4/26/2021. (Hoffman, Juliana)
04/05/2021	2161 (23 pgs) Application for compensation <i>Sixteenth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 2/1/2021 to 2/28/2021, Fee: \$187,387.56, Expenses: \$0.00. Filed by Attorney Juliana Hoffman Objections due by 4/26/2021. (Hoffman, Juliana)
04/05/2021	2162 (3 pgs) Withdrawal of claim(s): (<i>Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim 110 and 111</i>) Filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)

04/05/2021	<p>● 2163 (11 pgs) Certificate of service re: <i>1) Joint Stipulation as to the Withdrawal of Hunter Mountain Investment Trust's Proof of Claim No. 152; and 2) Order Approving Joint Stipulation as to Withdrawal of Hunter Mountain Investment Trust's Proof of Claim No. 152</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2139 Withdrawal of claim(s): <i>(Joint Stipulation as to the Withdrawal of Hunter Mountain Investment Trust's Proof of Claim No. 152)</i> Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 2143 Order approving joint stipulation as to withdrawal of Hunter Mountain Investment Trust's proof of claim No. 152 (RE: related document(s)2139 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 3/31/2021 (Okafor, M.). (Kass, Albert)</p>
04/05/2021	<p>● 2164 Hearing held on 4/5/2021. (RE: related document(s)1878 Motion to compel an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation filed by Creditor Committee Official Committee of Unsecured Creditors) (Appearances: P. Montgomery for Unsecured Creditors Committee; A. Russell for J. Dondero; J. Pomeranz and J. Morris for Debtor. Evidentiary hearing. Motion granted. Counsel to submit an order.) (Edmond, Michael) (Entered: 04/06/2021)</p>
04/06/2021	<p>● 2165 (1 pg) Order granting motion to appear pro hac vice adding Zachary F. Proulx for UBS AG London Branch and UBS Securities LLC (related document # 2151) Entered on 4/6/2021. (Okafor, M.)</p>
04/06/2021	<p>● 2166 (1 pg) Order granting motion to appear pro hac vice adding Kathryn K. George for UBS AG London Branch and UBS Securities LLC (related document # 2152) Entered on 4/6/2021. (Okafor, M.)</p>
04/06/2021	<p>● 2167 (1 pg) Clerk's correspondence requesting to amend document from attorney for Interested Party. (RE: related document(s)2149 Notice of appeal . Fee Amount \$298 filed by Interested Party James Dondero (RE: related document(s)2083 Order on motion to recuse Judge). Appellant Designation due by 04/15/2021. (Attachments: # 1 Exhibit)) Responses due by 4/8/2021. (Whitaker, Sheniqua)</p>
04/06/2021	<p>● 2168 (6 pgs; 2 docs) Request for hearing filed by Interested Parties NexBank, NexBank Capital Inc., NexBank Securities Inc., NexBank Title Inc. (RE: related document(s)2081 Clerk's correspondence). (Attachments: # 1 Proposed Order) (Drawhorn, Lauren)</p>
04/06/2021	<p>● 2169 (15 pgs) Amended notice of appeal filed by Interested Party James Dondero (RE: related document(s)2149 Notice of appeal). (Lang, Michael)</p>
04/06/2021	<p>● 2170 (11 pgs) Certificate of service re: <i>1) Order Granting Debtor's Motion for Leave to File Under Seal the Debtor's Statement with Respect to UBS's Motion for Leave to File Adversary Complaint and Other Materials Under Seal; and 2) Debtor's Statement with Respect to UBS's Motion for Leave to File Adversary Complaint and Other Materials Under Seal</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2146 Order Granting Debtor's Motion for Leave to File under Seal the Debtor's Statement with Respect to UBS's Motion for Leave to File Adversary Complaint and Other Materials under Seal) Filed by Debtor Highland Capital Management, L.P. (related document 2129) Entered on 4/1/2021. (Okafor, M.), 2147 Response unopposed to (related document(s): 2128 Motion for leave to file Adversary Complaint and Other Materials Under Seal filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch) filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/07/2021	<p>● 2171 (1 pg) Request for transcript regarding a hearing held on 4/5/2021. The requested turn-around time is hourly. (Edmond, Michael)</p>
04/07/2021	<p>● 2172 (20 pgs) Certificate of service re: <i>Documents Served on or Before April 3, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2154 Reply to (related document(s): 1969 Objection filed by Interested Party James Dondero) <i>Reply to James Donderos Objection and Response to the Committees Motion for an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation</i> filed by Creditor Committee Official Committee of Unsecured Creditors. filed by Creditor Committee Official Committee of Unsecured Creditors, 2155</p>

	<p>Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2014 Amended notice of appeal,). (Annable, Zachery). Modified LINKAGE and TEXT on 4/6/2021 (Blanco, J.). filed by Debtor Highland Capital Management, L.P., 2156 Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1970 Notice of appeal). filed by Debtor Highland Capital Management, L.P., 2157 Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1966 Notice of appeal). filed by Debtor Highland Capital Management, L.P., 2158 Witness and Exhibit List filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 1878 Motion to compel an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation.). filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
04/07/2021	<p>2173 (18 pgs) Certificate of service re: <i>Documents Served on April 5, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2159 Amended Witness and Exhibit List for April 5, 2021 Hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 2158 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8) filed by Creditor Committee Official Committee of Unsecured Creditors, 2160 Application for compensation <i>Sidley Austin LLP's Sixteenth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 2/1/2021 to 2/28/2021, Fee: \$493,524.00, Expenses: \$11,141.12. Filed by Attorney Juliana Hoffman Objections due by 4/26/2021. filed by Creditor Committee Official Committee of Unsecured Creditors, 2161 Application for compensation <i>Sixteenth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 2/1/2021 to 2/28/2021, Fee: \$187,387.56, Expenses: \$0.00. Filed by Attorney Juliana Hoffman Objections due by 4/26/2021. filed by Financial Advisor FTI Consulting, Inc., 2162 Withdrawal of claim(s): (<i>Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim 110 and 111</i>) Filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/08/2021	<p>2174 (2 pgs) Certificate of No Objection filed by Spec. Counsel Hunton Andrews Kurth LLP (RE: related document(s) 2024 Application for compensation - <i>Second Monthly Fee Application</i> for Hunton Andrews Kurth LLP, Special Counsel, Period: 1/1/2021 to 1/31/2021, Fee: \$35042.76, Expenses: \$3.80.). (Hesse, Gregory)</p>
04/08/2021	<p>2175 (2 pgs) Certificate of No Objection filed by Spec. Counsel Hunton Andrews Kurth LLP (RE: related document(s) 2025 Application for compensation - <i>Third Monthly Fee Application</i> for Hunton Andrews Kurth LLP, Special Counsel, Period: 2/1/2021 to 2/28/2021, Fee: \$37092.24, Expenses: \$94.54.). (Hesse, Gregory)</p>
04/08/2021	<p>2176 (75 pgs) Transcript regarding Hearing Held 04/05/2021 (75 pages) RE: Motion to Compel (1878). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 07/7/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 2164 Hearing held on 4/5/2021. (RE: related document(s) 1878 Motion to compel an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation filed by Creditor Committee Official Committee of Unsecured Creditors) (Appearances: P. Montgomery for Unsecured Creditors Committee; A. Russell for J. Dondero; J. Pomeranz and J. Morris for Debtor. Evidentiary hearing. Motion granted. Counsel to submit an order.)). Transcript to be made available to the public on 07/7/2021. (Rehling, Kathy)</p>
04/08/2021	<p>2177 (2 pgs) Order requiring James D. Dondero to preserve documents and to identify measures taken to ensure document preservation (related document # 1878) Entered on 4/8/2021. (Okafor, M.)</p>
04/08/2021	<p>2178 (14 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2165 Order granting motion to appear pro hac vice adding Zachary F. Proulx for UBS AG London Branch and UBS</p>

	Securities LLC (related document 2151) Entered on 4/6/2021. (Okafor, M.) No. of Notices: 1. Notice Date 04/08/2021. (Admin.)
04/08/2021	<p>2179 (14 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)2166 Order granting motion to appear pro hac vice adding Kathryn K. George for UBS AG London Branch and UBS Securities LLC (related document 2152) Entered on 4/6/2021. (Okafor, M.) No. of Notices: 1. Notice Date 04/08/2021. (Admin.)</p>
04/09/2021	<p>2181 (3 pgs) Certificate of service re: <i>(Supplemental) Notice of Hearing on Debtor's Third Omnibus Objection to Certain No Liability Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2078 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarantha; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 4/20/2021.). Hearing to be held on 5/3/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2059, filed by Debtor Highland Capital Management, L.P., 2125 Certificate of service re: 1) <i>Order Granting the Motion for Continuance of Hearing on the Preservation Motion Filed by the Official Committee of Unsecured Creditors</i>; 2) <i>Notice of Hearing on Debtor's Third Omnibus Objection to Certain No Liability Claims</i>; and 3) <i>Supplemental Declaration of Jeffrey N. Pomerantz in Support of Application Pursuant to Section 327(a) of the Bankruptcy Code, Rule 2014 of the Federal Rules of Bankruptcy Procedure and Local Rule 2014-1 for Authorization to Employ and Retain Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession Nunc Pro Tunc to the Petition Date</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2076 Order granting motion to continue hearing on (related document 2064) (related documents Motion to compel an Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation.) Hearing to be held on 4/5/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 1878, Entered on 3/22/2021. (Okafor, M.), 2078 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarantha; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 4/20/2021.). Hearing to be held on 5/3/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2059, filed by Debtor Highland Capital Management, L.P., 2079 Declaration re: <i>(Supplemental Declaration of Jeffrey N. Pomerantz in Support of Application Pursuant to Section 327(a) of the Bankruptcy Code, Rule 2014 of the Federal Rules of Bankruptcy Procedure and Local Rule 2014-1 for Authorization to Employ and Retain Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession Nunc Pro Tunc to the Petition Date)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)70 Application to employ Pachulski Stang Ziehl & Jones LLP as Attorney). filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
04/09/2021	<p>2182 (37 pgs) Application for compensation (<i>Fourth Combined Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 1, 2021 through December 31, 2020</i>) for Deloitte Tax LLP, Other Professional, Period: 10/1/2020 to 12/31/2020, Fee: \$153,957.60, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP (Annable, Zachery)</p>

04/09/2021	<p>● 2183 (4 pgs; 2 docs) Motion to withdraw as attorney (Brian P. Shaw) Filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P., Jennifer G. Terry, Joshua Terry (Attachments: # 1 Proposed Order) (Shaw, Brian)</p>
04/09/2021	<p>● 2184 (5 pgs) Order approving stipulation and agreed order authorizing withdrawal of proofs of claim 110 and 111 (RE: related document(s)2162 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 4/9/2021 (Okafor, M.)</p>
04/11/2021	<p>● 2185 (18 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)2184 Order approving stipulation and agreed order authorizing withdrawal of proofs of claim 110 and 111 (RE: related document(s)2162 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 4/9/2021 (Okafor, M.)) No. of Notices: 1. Notice Date 04/11/2021. (Admin.)</p>
04/12/2021	<p>● 2186 (3 pgs) Notice of Appearance and Request for Notice by Jeff P. Prostok filed by Jennifer G. Terry, Joshua Terry. (Prostok, Jeff)</p>
04/13/2021	<p>● 2187 (1 pg) Transmittal of record on appeal to U.S. District Court . Complete record on appeal . ,Transmitted: Volume 1, Mini Record. Number of appellant volumes: 8 Number of appellee volumes: 4. Civil Case Number: 3:21-CV-00261-L (Lindsay) (RE: related document(s)1870 Notice of appeal Related document(s) 1788 Order on motion to compromise controversy. (Blanco, J.)</p>
04/13/2021	<p>● 2189 (2 pgs) Order granting motion to withdraw as attorney (attorney Brian Patrick Shaw terminated). (related document # 2183) Entered on 4/13/2021. (Ecker, C.)</p>
04/13/2021	<p>● 2190 (1 pg) Notice of docketing COMPLETE record on appeal. 3:21-CV-00261-L (Lindsay) (RE: related document(s)1870 Notice of appeal. Related document(s) 1788 Order on motion to compromise controversy. 1889 Amended notice of appeal filed by Get Good Trust, The Dugaboy Investment Trust.) (Blanco, J.)</p>
04/13/2021	<p>● 2191 (5 pgs) Notice of Transmittal 3:21-CV-00261-L (Lindsay) TRANSMITTED 5 SEALED DOCUMENTS (RE: related document(s)2190 Notice of docketing COMPLETE record on appeal. 3:21-CV-00261-L (Lindsay) (RE: related document(s)1870 Notice of appeal. Related document(s) 1788 Order on motion to compromise controversy. 1889 Amended notice of appeal filed by Get Good Trust, The Dugaboy Investment Trust.) (Blanco, J.)). (Blanco, J.)</p>
04/13/2021	<p>● 2192 (20 pgs) Certificate of service re: <i>1) Order Requiring James D. Dondero to Preserve Documents and to Identify Measures Taken to Ensure Document Preservation; 2) Fourth Combined Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 1, 2020 Through December 31, 2020; and 3) Order Approving Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim 110 and 111</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2177 Order requiring James D. Dondero to preserve documents and to identify measures taken to ensure document preservation (related document 1878) Entered on 4/8/2021. (Okafor, M.), 2182 Application for compensation (<i>Fourth Combined Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 1, 2021 through December 31, 2020</i>) for Deloitte Tax LLP, Other Professional, Period: 10/1/2020 to 12/31/2020, Fee: \$153,957.60, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP filed by Other Professional Deloitte Tax LLP, 2184 Order approving stipulation and agreed order authorizing withdrawal of proofs of claim 110 and 111 (RE: related document(s)2162 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 4/9/2021 (Okafor, M.)). (Kass, Albert)</p>
04/13/2021	<p>● 2193 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2003 Application for compensation (<i>First Combined Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through July 31, 2020</i>) for Deloitte Ta). (Annable, Zachery)</p>

04/13/2021	<p>● 2194 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2004 Application for compensation (<i>Second Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from August 1, 2020 through August 31, 2020</i>) for Deloitte Tax LLP, O). (Annable, Zachery)</p>
04/13/2021	<p>● 2195 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2005 Application for compensation (<i>Third Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from September 1, 2020 through September 30, 2020</i>) for Deloitte Tax L). (Annable, Zachery)</p>
04/14/2021	<p>● 2196 (7 pgs; 2 docs) Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC. (<i>Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)</p>
04/14/2021	<p>● 2197 (24 pgs) Brief in support filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2196 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC. (<i>Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>)). (Annable, Zachery)</p>
04/14/2021	<p>● 2198 (533 pgs; 11 docs) Declaration re: (<i>Declaration of John A. Morris in Support of the Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2196 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC. (<i>Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>)). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Exhibit J) (Annable, Zachery)</p>
04/15/2021	<p>● 2199 (31 pgs) Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. (<i>Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
04/15/2021	<p>● 2200 (72 pgs; 5 docs) Declaration re: (<i>Declaration of Robert J. Feinstein in Support of Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG, London Branch and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2199 Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. (<i>Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith</i>)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4) (Annable, Zachery)</p>
04/15/2021	<p>● 2201 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2199 Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. (<i>Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 5/17/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2199, (Annable, Zachery)</p>
04/15/2021	<p>● 2203 (17 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s)2169 Amended notice of appeal filed by Interested Party James Dondero (RE: related document(s)2149 Notice of appeal.)) (Attachments: # 1 Service List) (Whitaker, Sheniqua)</p>
04/15/2021	<p>● 2204 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)2169 Amended Notice of appeal . filed by Interested Party James Dondero (RE: related document(s)2083 Order on motion to recuse Judge). (Attachments: # 1 Exhibit)) (Whitaker, Sheniqua)</p>

04/15/2021	<p>● 2205 (2 pgs) Statement of issues on appeal, filed by Interested Party James Dondero (RE: related document(s)2083 Order on motion to recuse Judge). (Lang, Michael)</p>
04/15/2021	<p>● 2206 (9 pgs) Appellant designation of contents for inclusion in record on appeal filed by Interested Party James Dondero (RE: related document(s)2169 Amended notice of appeal). Appellee designation due by 04/29/2021. (Lang, Michael)</p>
04/15/2021	<p>● 2207 (3 pgs) Certificate of service re: <i>(Supplemental) Debtor's Third Omnibus Objection to Certain No Liability Claim</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahar Abayarantha; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 4/20/2021. filed by Debtor Highland Capital Management, L.P., 2091 Certificate of service re: <i>Debtor's Third Omnibus Objection to Certain No Liability Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahar Abayarantha; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 4/20/2021. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert) Modified on 3/24/2021. filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
04/15/2021	<p>● 2208 (2 pgs) INCORRECT EVENT: Attorney to refile. <i>Notice of Transfer of Claim Other Than for Security</i> filed by Creditor Acis Capital Management, L.P.. (Prostok, Jeff) Modified on 4/16/2021 (Ecker, C.).</p>
04/15/2021	<p>● 2209 (2 pgs) INCORRECT EVENT: Attorney to refile. <i>Notice of Transfer of Claim Other Than for Security</i> filed by Creditor Acis Capital Management GP, LLC. (Prostok, Jeff) Modified on 4/16/2021 (Ecker, C.).</p>
04/16/2021	<p>● 2210 (1 pg) Clerk's correspondence requesting Amended designation from attorney for appellant. (RE: related document(s)2206 Appellant designation of contents for inclusion in record on appeal filed by Interested Party James Dondero (RE: related document(s)2169 Amended notice of appeal). Appellee designation due by 04/29/2021.) Responses due by 4/20/2021. (Blanco, J.)</p>
04/16/2021	<p>● 2211 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Acis Capital Management GP, LLC (Claim No. 23, Amount \$23,000,000.00) To ACMLP Claim, LLC. Filed by Creditor Acis Capital Management GP, LLC. (Prostok, Jeff)</p>
04/16/2021	<p>● 2212 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Acis Capital Management L.P. (Claim No. 23, Amount \$23,000,000.00) To ACMLP Claim, LLC. Filed by Creditor Acis Capital Management, L.P.. (Prostok, Jeff)</p>
04/16/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28644419, amount \$ 26.00 (re: Doc# 2211). (U.S. Treasury)</p>

04/16/2021	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28644419, amount \$ 26.00 (re: Doc# 2212). (U.S. Treasury)
04/16/2021	2213 (9 pgs) Amended appellant designation of contents for inclusion in record on appeal filed by Interested Party James Dondero (RE: related document(s) 2206 Appellant designation). (Lang, Michael)
04/16/2021	2214 (5 pgs) Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to February 28, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.). (Annable, Zachery)
04/16/2021	2215 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: ACMLP Claim, LLC (Claim No. 23, Amount \$23,000,000.00) To Muck Holdings LLC. Filed by Creditor Muck Holdings LLC. (McIlwain, Brent)
04/16/2021	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28646419, amount \$ 26.00 (re: Doc# 2215). (U.S. Treasury)
04/16/2021	2216 (11 pgs) Certificate of service re: <i>1) Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief; 2) Debtor's Memorandum of Law in Support of Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief; and 3) Declaration of John A. Morris in Support of the Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2196 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC. (<i>Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A-- Proposed Order) filed by Debtor Highland Capital Management, L.P., 2197 Brief in support filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2196 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC. (<i>Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>)). filed by Debtor Highland Capital Management, L.P., 2198 Declaration re: (<i>Declaration of John A. Morris in Support of the Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2196 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC. (<i>Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>)). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Exhibit J) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
04/18/2021	2217 (91 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-00879-K. (RE: related document(s) 2169 Amended notice of appeal filed by Interested Party James Dondero (RE: related document(s) 2149 Notice of appeal).) (Whitaker, Sheniqua)
04/19/2021	2218 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2124 Application for compensation <i>Seventeenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from February 1, 2021 through February 28, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 2/1/2021 t). (Pomerantz, Jeffrey)
04/19/2021	2219 (3 pgs) Certificate of service re: <i>Customized for Rule 3001(e)(1) or 3001(e)(3)] Notice of Transfer of Claim Pursuant to F.R.B.P. 3001(e)(1) or 3001(e)(3) [Re Docket No. 1959]</i> Filed by Claims

	Agent Kurtzman Carson Consultants LLC (related document(s) 2199 Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 1 Transferors: Action Shred Of Texas (Amount \$3,825.00) To Fair Harbor Capital, LLC. Filed by Creditor Fair Harbor Capital, LLC. filed by Creditor Fair Harbor Capital, LLC). (Kass, Albert)
04/19/2021	<p>2220 (11 pgs) Certificate of service re: 1) <i>Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith</i>; 2) <i>Declaration of Robert J. Feinstein in Support of Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG, London Branch and Authorizing Actions Consistent Therewith</i>; and 3) <i>Notice of Hearing</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2199 Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. (<i>Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 2200 Declaration re: (<i>Declaration of Robert J. Feinstein in Support of Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG, London Branch and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2199 Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. (<i>Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith</i>)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4) filed by Debtor Highland Capital Management, L.P., 2201 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2199 Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. (<i>Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 5/17/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2199, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/19/2021	<p>2221 (78 pgs) Application for compensation <i>Fifth Interim Application for Compensation of FTI Consulting, Inc.</i> for Official Committee of Unsecured Creditors, Financial Advisor, Period: 12/1/2020 to 2/28/2021, Fee: \$838,751.40, Expenses: \$0. Filed by Attorney Juliana Hoffman Objections due by 5/10/2021. (Hoffman, Juliana)</p>
04/20/2021	<p>2222 (3 pgs) Response opposed to (related document(s): 2059 Objection to claim filed by Debtor Highland Capital Management, L.P.) filed by Interested Party NexPoint Advisors, L.P.. (Vasek, Julian)</p>
04/20/2021	<p>2223 (163 pgs) Application for compensation <i>Eighteenth Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from March 1, 2021 through March 31, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 3/1/2021 to 3/31/2021, Fee: \$1,277,710.00, Expenses: \$13,687.50. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 5/11/2021. (Pomerantz, Jeffrey)</p>
04/20/2021	<p>2224 (3 pgs) Notice of Appearance and Request for Notice by Frances Anne Smith filed by Interested Party CPCM, LLC. (Smith, Frances)</p>
04/20/2021	<p>2225 (27 pgs) Response opposed to (related document(s): 2059 Objection to claim filed by Debtor Highland Capital Management, L.P.) filed by Interested Party CPCM, LLC. (Smith, Frances) Filed by Interested Party CPCM, LLC (related document(s) 2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahana Abayarantha; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital</p>

	<p>Management, L.P.. Responses due by 4/20/2021. Filed by Debtor Highland Capital Management, L.P.). (Smith, Frances)</p>
04/20/2021	<p>● 2226 (9 pgs; 2 docs) Motion to continue hearing on (related documents 2059 Objection to claim) Filed by Interested Party CPCM, LLC (Attachments: # 1 Proposed Order) (Smith, Frances)</p>
04/20/2021	<p>● 2227 (5 pgs; 2 docs) Motion for expedited hearing(related documents 2226 Motion to continue) Filed by Interested Party CPCM, LLC (Attachments: # 1 Proposed Order) (Smith, Frances)</p>
04/20/2021	<p>● 2228 (7 pgs) Certificate of service re: <i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to February 28, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2214 Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to February 28, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/20/2021	<p>● 2229 (17 pgs) Motion to borrow/incur debt (<i>Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
04/20/2021	<p>● 2230 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2196 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC. (<i>Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 5/18/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2196, (Annable, Zachery)</p>
04/21/2021	<p>● 2231 (6 pgs) Certificate of service re: Notice of Appearance, Preliminary Response to Debtors Third Omnibus Objection to Certain No Liability Claims, Motion to Continue Hearing on Debtors Third Omnibus Objection to Certain Liability Claims, and Motion for Setting and Request for Expedited Hearing filed by Interested Party CPCM, LLC (RE: related document(s)2224 Notice of appearance and request for notice, 2225 Response to objection to claim, 2226 Motion to continue hearing on (related documents 2059 Objection to claim), 2227 Motion for expedited hearing(related documents 2226 Motion to continue)). (Smith, Frances)</p>
04/21/2021	<p>● 2232 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2229 Motion to borrow/incur debt (<i>Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 5/17/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2229, (Annable, Zachery)</p>
04/21/2021	<p>● 2233 (142 pgs) Application for compensation <i>Sidley Austin LLP's Fifth Interim Application for Compensation</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 12/1/2020 to 2/28/2021, Fee: \$1,957,009.95, Expenses: \$23,156.48. Filed by Attorney Juliana Hoffman Objections due by 5/12/2021. (Hoffman, Juliana)</p>
04/22/2021	<p>● 2234 (5 pgs) Notice of hearing (<i>Notice of Status Conference</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1826 Application for administrative expenses Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P.</p>


	(Attachments: # 1 Service List)). Status Conference to be held on 5/7/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga . (Annable, Zachery)
04/23/2021	<p>● 2235 (9 pgs) INCORRECT EVENT: Attorney to refile. Motion for contempt against The Charitable DAF Fund, L.P.; CLO Holdco, Ltd.; Persons Authorizing The Charitable DAF Fund, L.P. and CLO Holdco, Ltd. to file the Seery Motion; and Sbaiti & Company PLLC regarding Violation of the (i) Order Approving Settlement with Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course; and (ii) Order Approving Debtor's Motion under Bankruptcy Code Sections 105(a) and 363(b) Authorizing Retention of James P. Seery, Jr., as Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative Nunc Pro Tunc to March 15, 2020 Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery) Modified on 4/26/2021 (Ecker, C.).</p>
04/23/2021	<p>● 2236 (25 pgs) Brief in support filed by Debtor Highland Capital Management, L.P. Related document(s) 2247 Motion for order to show cause (<i>Debtor's Motion for an Order Requiring the Violators to Show Cause Why They Should Not Be Held in Civil Contempt for Violating Two Court Orders</i>) filed by Debtor Highland Capital Management, L.P.. Modified to add link on 4/27/2021 (Ecker, C.).</p>
04/23/2021	<p>● 2237 (590 pgs; 19 docs) Declaration re: (<i>Declaration of John A. Morris in Support of Debtor's Motion for an Order Requiring the Violators to Show Cause Why They Should Not Be Held in Civil Contempt for Violating Two Court Orders</i>) filed by Debtor Highland Capital Management, L.P. Related document(s) 2247 Motion for order to show cause (<i>Debtor's Motion for an Order Requiring the Violators to Show Cause Why They Should Not Be Held in Civil Contempt for Violating Two Court Orders</i>) filed by Debtor Highland Capital Management, L.P.. Modified to add link on 4/27/2021 (Ecker, C.).</p>
04/23/2021	<p>● 2239 (18 pgs) Certificate of service re: <i>Documents Served on April 20, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2221 Application for compensation <i>Fifth Interim Application for Compensation of FTI Consulting, Inc.</i> for Official Committee of Unsecured Creditors, Financial Advisor, Period: 12/1/2020 to 2/28/2021, Fee: \$838,751.40, Expenses: \$0. Filed by Attorney Juliana Hoffman Objections due by 5/10/2021. filed by Creditor Committee Official Committee of Unsecured Creditors, 2223 Application for compensation <i>Eighteenth Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from March 1, 2021 through March 31, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 3/1/2021 to 3/31/2021, Fee: \$1,277,710.00, Expenses: \$13,687.50. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 5/11/2021. filed by Debtor Highland Capital Management, L.P., 2229 Motion to borrow/incur debt (<i>Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 2230 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2196 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC (<i>Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 5/18/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2196, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/23/2021	<p>● 2240 (11 pgs) Certificate of service re: <i>1) Notice of Hearing; and 2) Fifth Interim Fee Application of Sidley Austin LLP, Attorneys for the Official Committee of Unsecured Creditors, for Compensation and Reimbursement of Expenses for the Period from December 1, 2020 Through and Including February 28, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2232 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2229 Motion to borrow/incur debt (<i>Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 5/17/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2229, filed by Debtor Highland Capital Management, L.P., 2233 Application for compensation <i>Sidley Austin LLP's Fifth Interim Application for Compensation</i> for Official Committee of Unsecured Creditors, Creditor Comm. Aty,</p>

	Period: 12/1/2020 to 2/28/2021, Fee: \$1,957,009.95, Expenses: \$23,156.48. Filed by Attorney Juliana Hoffman Objections due by 5/12/2021. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)
04/23/2021	<p>● 2241 (48 pgs; 3 docs) INCORRECT EVENT: See #2248 for correction. Notice of Motion for Modification of Order Authorizing Retention of James P. Seery, Jr. Due to Lack of Subject Matter Jurisdiction filed by Plaintiffs CLO Holdco, Ltd., The Charitable DAF Fund, L.P. (RE: related document(s)854 Order granting application to employ James P. Seery, Jr. as Chief Executive Officer, Chief Restructuring Officer and Foreign representative (related document 774) Entered on 7/16/2020. (Ecker, C.) Modified on 7/16/2020 (Ecker, C.)). (Attachments: # 1 Exhibit 1_Complaint # 2 Exhibit 2_Motion for Leave to File First Amended Complaint) (Sbaiti, Mazin) Modified on 4/27/2021 (Ecker, C.).</p>
04/23/2021	<p>● 2242 (48 pgs; 3 docs) DUPLICATE ENTRY: See # 2241. Notice of Motion for Modification of Order Authorizing Retention of James P. Seery, Jr. Due to Lack of Subject Matter Jurisdiction filed by Plaintiffs CLO Holdco, Ltd., The Charitable DAF Fund, L.P. (RE: related document(s)854 Order granting application to employ James P. Seery, Jr. as Chief Executive Officer, Chief Restructuring Officer and Foreign representative (related document 774) Entered on 7/16/2020. (Ecker, C.) Modified on 7/16/2020 (Ecker, C.)). (Attachments: # 1 Exhibit 1_Complaint # 2 Exhibit 2_Motion for Leave to File First Amended Complaint) (Sbaiti, Mazin) Modified on 4/26/2021 (Ecker, C.).</p>
04/23/2021	<p>● 2248 (48 pgs) Motion to Reconsider(related documents 854 Order on application to employ) Filed by Plaintiffs CLO Holdco, Ltd. , The Charitable DAF Fund, L.P. (Ecker, C.) (Entered: 04/27/2021)</p>
04/24/2021	<p>● 2243 (21 pgs; 3 docs) Motion to compromise controversy with Siepe, LLC and Siepe Services, LLC. (Motion of the Debtor for Entry of an Order Approving Settlement with Siepe, LLC and Siepe Services, LLC [Claim Nos. 38, 39] and Authorizing Actions Consistent Therewith) Filed by Debtor Highland Capital Management, L.P. Objections due by 5/17/2021. (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B--Settlement Agreement) (Annable, Zachery)</p>
04/26/2021	<p>● 2244 (70 pgs) Notice of Filing of Monthly Staffing Report by Development Specialists Inc. for the Period from February 1, 2021 Through February 28, 2021 filed by Debtor Highland Capital Management, L.P.. (Hayward, Melissa)</p>
04/26/2021	<p>● 2245 (11 pgs) Certificate of service re: Notice of Status Conference Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2234 Notice of hearing (Notice of Status Conference) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1826 Application for administrative expenses Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (Attachments: # 1 Service List)). Status Conference to be held on 5/7/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/26/2021	<p>● 2246 (6 pgs) Omnibus Notice of hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)1655 Application for compensation <i>Fourth Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 9/1/2020 to 11/30/2020, Fee: \$710,280.45, Expenses: \$1,479.47. Filed by Attorney Juliana Hoffman Objections due by 1/25/2021., 1853 Application for compensation <i>Sidley Austin LLP's Fourth Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 9/1/2020 to 11/30/2020, Fee: \$1,620,489.60, Expenses: \$8,974.00. Filed by Attorney Juliana Hoffman Objections due by 2/17/2021., 2221 Application for compensation <i>Fifth Interim Application for Compensation of FTI Consulting, Inc.</i> for Official Committee of Unsecured Creditors, Financial Advisor, Period: 12/1/2020 to 2/28/2021, Fee: \$838,751.40, Expenses: \$0. Filed by Attorney Juliana Hoffman Objections due by 5/10/2021., 2233 Application for compensation <i>Sidley Austin LLP's Fifth Interim Application for Compensation</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 12/1/2020 to 2/28/2021, Fee: \$1,957,009.95, Expenses: \$23,156.48. Filed by Attorney Juliana Hoffman Objections due by 5/12/2021.). Hearing to be held on 5/18/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 1853 and for 1655 and for 2233 and for 2221, (Hoffman, Juliana)</p>

04/27/2021	<p>● 2247 (9 pgs) Motion for order to show cause (<i>Debtor's Motion for an Order Requiring the Violators to Show Cause Why They Should Not Be Held in Civil Contempt for Violating Two Court Orders</i>) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
04/27/2021	<p>● 2249 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2247 Motion for order to show cause (<i>Debtor's Motion for an Order Requiring the Violators to Show Cause Why They Should Not Be Held in Civil Contempt for Violating Two Court Orders</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/8/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 2247, (Annable, Zachery)</p>
04/27/2021	<p>● 2250 (4 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2160 Application for compensation <i>Sidley Austin LLP's Sixteenth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 2/1/2021 to 2/28/2021, Fee: \$). (Hoffman, Juliana)</p>
04/27/2021	<p>● 2251 (4 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)2161 Application for compensation <i>Sixteenth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 2/1/2021 to 2/28/2021, Fee: \$187,387.56, Expenses: \$0.00.). (Hoffman, Juliana)</p>
04/27/2021	<p>● 2252 (3 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2247 Motion for order to show cause (<i>Debtor's Motion for an Order Requiring the Violators to Show Cause Why They Should Not Be Held in Civil Contempt for Violating Two Court Orders</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/8/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 2247, (Annable, Zachery)</p>
04/28/2021	<p>● 2253 (11 pgs) Certificate of service re: 1) <i>Debtor's Motion for an Order Requiring the Violators to Show Cause Why They Should Not be Held in Civil Contempt for Violating Two Court Orders</i>; 2) <i>Debtor's Memorandum of Law in Support of Motion for an Order Requiring the Violators to Show Cause Why They Should Not be Held in Civil Contempt for Violating Two Court Orders</i>; and 3) <i>Declaration of John A. Morris in Support of Debtor's Motion for an Order Requiring the Violators to Show Cause Why They Should Not be Held in Civil Contempt for Violating Two Court Orders</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2235 INCORRECT EVENT: Attorney to refile. Motion for contempt against The Charitable DAF Fund, L.P.; CLO Holdco, Ltd.; Persons Authorizing The Charitable DAF Fund, L.P. and CLO Holdco, Ltd. to file the Seery Motion; and Sbaiti & Company PLLC regarding Violation of the (i) Order Approving Settlement with Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course; and (ii) Order Approving Debtor's Motion under Bankruptcy Code Sections 105(a) and 363(b) Authorizing Retention of James P. Seery, Jr., as Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative Nunc Pro Tunc to March 15, 2020 Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery) Modified on 4/26/2021 (Ecker, C.). filed by Debtor Highland Capital Management, L.P., 2236 Brief in support filed by Debtor Highland Capital Management, L.P. Related document(s) 2247 Motion for order to show cause (<i>Debtor's Motion for an Order Requiring the Violators to Show Cause Why They Should Not Be Held in Civil Contempt for Violating Two Court Orders</i>) filed by Debtor Highland Capital Management, L.P.. Modified to add link on 4/27/2021 (Ecker, C.). filed by Debtor Highland Capital Management, L.P., 2237 Declaration re: (<i>Declaration of John A. Morris in Support of Debtor's Motion for an Order Requiring the Violators to Show Cause Why They Should Not Be Held in Civil Contempt for Violating Two Court Orders</i>) filed by Debtor Highland Capital Management, L.P. Related document(s) 2247 Motion for order to show cause (<i>Debtor's Motion for an Order Requiring the Violators to Show Cause Why They Should Not Be Held in Civil Contempt for Violating Two Court Orders</i>) filed by Debtor Highland Capital Management, L.P.. Modified to add link on 4/27/2021 (Ecker, C.). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/28/2021	<p>● 2254 (5 pgs) Notice of hearing filed by Plaintiff CLO Holdco, Ltd. (RE: related document(s)2248 Motion to Reconsider(related documents 854 Order on application to employ) Filed by Plaintiffs CLO</p>

04/29/2021	<p>● 2255 (3 pgs) Order requiring violators to show cause why they should not be held in civil contempt for violating two court orders (related document # 2247) Show Cause hearing to be held on 6/8/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Show Cause hearing to be held on 6/8/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Any response should be filed by May 21, 2021. Entered on 4/29/2021. (Okafor, M.)</p>
04/29/2021	<p>● 2256 (9 pgs) Motion to compel Compliance with Bankruptcy Rule 2015.3. Filed by Get Good Trust, The Dugaboy Investment Trust Objections due by 5/20/2021. (Draper, Douglas)</p>
04/29/2021	<p>● 2257 (6 pgs; 2 docs) Certificate of service re: filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2256 Motion to compel Compliance with Bankruptcy Rule 2015.3.). (Attachments: # 1 Exhibit - Matrix) (Draper, Douglas)</p>
04/29/2021	<p>● 2258 (12 pgs) Certificate of service re: <i>1) Motion of the Debtor for Entry of an Order Approving Settlement with Siepe, LLC and Siepe Services, LLC [Claim Nos. 38, 39] and Authorizing Actions Consistent Therewith; and 2) Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from February 1, 2021 Through February 28, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2243 Motion to compromise controversy with Siepe, LLC and Siepe Services, LLC. (<i>Motion of the Debtor for Entry of an Order Approving Settlement with Siepe, LLC and Siepe Services, LLC [Claim Nos. 38, 39] and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. Objections due by 5/17/2021. (Attachments: # 1 Exhibit A-- Proposed Order # 2 Exhibit B--Settlement Agreement) filed by Debtor Highland Capital Management, L.P., 2244 Notice of Filing of Monthly Staffing Report by Development Specialists Inc. for the Period from February 1, 2021 Through February 28, 2021 filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/29/2021	<p>● 2259 (20 pgs) Certificate of service re: <i>1) Notice of Hearing on the Fourth and Fifth Interim Applications for Compensation and Reimbursement of Expenses; and 2) Amended Notice of Hearing</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2246 Omnibus Notice of hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)1655 Application for compensation <i>Fourth Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 9/1/2020 to 11/30/2020, Fee: \$710,280.45, Expenses: \$1,479.47. Filed by Attorney Juliana Hoffman Objections due by 1/25/2021., 1853 Application for compensation <i>Sidley Austin LLP's Fourth Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 9/1/2020 to 11/30/2020, Fee: \$1,620,489.60, Expenses: \$8,974.00. Filed by Attorney Juliana Hoffman Objections due by 2/17/2021., 2221 Application for compensation <i>Fifth Interim Application for Compensation of FTI Consulting, Inc.</i> for Official Committee of Unsecured Creditors, Financial Advisor, Period: 12/1/2020 to 2/28/2021, Fee: \$838,751.40, Expenses: \$0. Filed by Attorney Juliana Hoffman Objections due by 5/10/2021., 2233 Application for compensation <i>Sidley Austin LLP's Fifth Interim Application for Compensation</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 12/1/2020 to 2/28/2021, Fee: \$1,957,009.95, Expenses: \$23,156.48. Filed by Attorney Juliana Hoffman Objections due by 5/12/2021.). Hearing to be held on 5/18/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 1853 and for 1655 and for 2233 and for 2221, filed by Creditor Committee Official Committee of Unsecured Creditors, 2252 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2247 Motion for order to show cause (<i>Debtor's Motion for an Order Requiring the Violators to Show Cause Why They Should Not Be Held in Civil Contempt for Violating Two Court Orders</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/8/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 2247, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/30/2021	<p>● 2260 (20 pgs) Application for compensation <i>Seventeenth Monthly Application for Compensation for FTI Consulting, Inc.</i> for Official Committee of Unsecured Creditors, Financial Advisor, Period: 3/1/2021 to 3/31/2021, Fee: \$96,823.80, Expenses: \$0.00. Filed by Attorney Juliana Hoffman Objections due by 5/21/2021. (Hoffman, Juliana)</p>

04/30/2021	<p>● 2261 (10 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Redeemer Committee of the Highland Crusader Fund (Claim No. 72, Amount \$137,696,610.00) To Jessup Holdings LLC. Filed by Creditor Jessup Holdings LLC. (Leen, Edward)</p>
04/30/2021	<p>● 2262 (3 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transferors: Highland Crusader Offshore Partners, L.P., et al. (Claim No. 81, Amount \$50,000.00) To Jessup Holdings LLC. Filed by Creditor Jessup Holdings LLC. (Leen, Edward)</p>
04/30/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28681233, amount \$ 26.00 (re: Doc# 2261). (U.S. Treasury)</p>
04/30/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28681233, amount \$ 26.00 (re: Doc# 2262). (U.S. Treasury)</p>
04/30/2021	<p>● 2263 (4 pgs) Assignment/Transfer of Claim. Fee Amount \$156. Transfer Agreement 3001 (e) 2 Transferors: HarbourVest 2017 Global Fund L.P. (Claim No. 143); HarbourVest 2017 Global AIF L.P. (Claim No. 147); HarbourVest Dover Street IX Investment L.P. (Claim No. 150); HV International VIII Secondary L.P. (Claim No. 153); HarbourVest Skew Base AIF L.P. (Claim No. 154); HarbourVest Partners L.P. (Claim No. 149) To Muck Holdings LLC. Filed by Creditor Muck Holdings LLC. (McIlwain, Brent)</p>
04/30/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (156.00). Receipt number 28682148, amount \$ 156.00 (re: Doc# 2263). (U.S. Treasury)</p>
04/30/2021	<p>● 2264 (3 pgs) Certificate of service re: <i>(Supplemental) Notice of (I) Confirmation Date and (II) Bar Date for Filing Rejection Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1948 <i>Notice (Notice of (I) Confirmation Date and (II) Bar Date for Filing Rejection Claims)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/30/2021	<p>● 2265 (15 pgs) Certificate of service re: <i>Order Requiring the Violators to Show Cause Why They Should Not be Held in Civil Contempt for Violating Two Court Orders</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2255 Order requiring violators to show cause why they should not be held in civil contempt for violating two court orders (related document 2247) Show Cause hearing to be held on 6/8/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Show Cause hearing to be held on 6/8/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Any response should be filed by May 21, 2021. Entered on 4/29/2021. (Okafor, M.)). (Kass, Albert)</p>
05/03/2021	<p>● 2266 (2 pgs) Assignment/Transfer of Claim. Fee Amount \$26. Transferors: Sahan Abayarathna To NexPoint Advisors LP. Filed by Interested Party NexPoint Advisors, L.P.. (Vasek, Julian)</p>
05/03/2021	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (26.00). Receipt number 28684014, amount \$ 26.00 (re: Doc# 2266). (U.S. Treasury)</p>
05/03/2021	<p>● 2267 Status conference held on 5/3/2021., Trial set (RE: related document(s)2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broadus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarantha; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 4/20/2021.) Trial date set for 9/21/2021 at</p>

	<p>09:30 AM at Dallas Judge Jernigan Ctrm. Appearances: J. Pomeranz for Debtor; F. Smith for CPMC LLC, purchaser of certain employee claims; J. Vasek for NextPoint, purchaser of certain other employee claims; M. Clemente for UCC; J. Dondero. Nonevidentiary status conference. Matter continued to September 13, 2021 at 1:30 for a Trial Docket Call with evidentiary trial to be held on September 21, 2021 at 9:30 am. Order to be uploaded memorializing this. (Ellison, T.)</p>
05/03/2021	<p>2269 INCORRECT ENTRY: DUPLICATE ENTRY. Hearing held on 5/3/2021. (RE: related document(s)2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahar Abayarantha; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P., (Appearances: J. Pomeranz for Debtor; F. Smith for CPMC LLC, purchaser of certain employee claims; J. Vasek for NextPoint, purchaser of certain other employee claims; M. Clemente for UCC; J. Dondero. Nonevidentiary status conference. Matter continued to September 13, 2021 at 1:30 for a Trial Docket Call with evidentiary trial to be held on September 21, 2021 at 9:30 am. Order to be uploaded memorializing this.) (Edmond, Michael) Modified on 5/4/2021 (Tello, Chris). (Entered: 05/04/2021)</p>
05/04/2021	<p>2268 (9 pgs) Objection to (related document(s): 2199 Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. (<i>Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P.)<i>Limited Preliminary Objection</i> filed by Get Good Trust, The Dugaboy Investment Trust. (Draper, Douglas)</p>
05/04/2021	<p> 2270 (1 pg) PDF with attached Audio File. Court Date & Time [05/03/2021 01:33:52 PM]. File Size [3670 KB]. Run Time [00:15:40]. (admin).</p>
05/04/2021	<p>2271 (2 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2133 Objection to claim). (Annable, Zachery)</p>
05/04/2021	<p>2272 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2182 Application for compensation (<i>Fourth Combined Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 1, 2021 through December 31, 2020</i>) for Deloitt). (Annable, Zachery)</p>
05/04/2021	<p>2296 (4 pgs) Order from circuit court re: appeal on appellate case number: 21-10449, (RE: related document(s)1957 Notice of appeal filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P.). IT IS ORDERED that the motion of NexPoint Advisors, L.P. and Highland Capital Management Fund Advisors, L.P. for leave to appeal under 28 U.S.C. § 158(d) is GRANTED. Civil Case 3:21-cv-00538-N. Entered on 5/4/2021 (Whitaker, Sheniqua) (Entered: 05/12/2021)</p>
05/05/2021	<p>2273 (3 pgs) Debtor-in-possession quarterly operating report (post-confirmation) for filing period January 1, 2021 to March 31, 2021 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
05/05/2021	<p>2274 (19 pgs) Objection to (related document(s): 1826 Application for administrative expenses filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P.) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
05/05/2021	<p>2275 (52 pgs; 8 docs) Declaration re: (<i>Declaration of John A. Morris in Support of Debtor's Objection to Application for Administrative Claim of Highland Capital Management Fund Advisors, L.P. and</i></p>

	<p><i>NexPoint Advisors, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2274 Objection). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G) (Annable, Zachery)</p>
05/05/2021	<p>2276 (5 pgs) Certificate of service re: <i>Seventeenth Monthly Application of FTI Consulting, Inc. for Allowance of Compensation and Reimbursement of Expenses for the Period from March 1, 2021 to and Including March 31, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2260 Application for compensation <i>Seventeenth Monthly Application for Compensation for FTI Consulting, Inc.</i> for Official Committee of Unsecured Creditors, Financial Advisor, Period: 3/1/2021 to 3/31/2021, Fee: \$96,823.80, Expenses: \$0.00. Filed by Attorney Juliana Hoffman Objections due by 5/21/2021. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
05/06/2021	<p>2277 (2 pgs) Notice (<i>Notice of Cancellation of Status Conference</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1826 Application for administrative expenses Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (Attachments: # 1 Service List)). (Annable, Zachery)</p>
05/06/2021	<p>2278 (4 pgs; 2 docs) Response opposed to (related document(s): 2196 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC. (<i>Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) filed by Debtor Highland Capital Management, L.P.) filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. (Attachments: # 1 Proposed Order) (Drawhorn, Lauren)</p>
05/06/2021	<p>2279 (19 pgs) Brief in opposition filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s)2196 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC. (<i>Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>), 2278 Response). (Drawhorn, Lauren)</p>
05/06/2021	<p>2280 (24 pgs; 3 docs) Motion to file document under seal. <i>Appendix in Support of Response to Motion to Disqualify</i> Filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Appendix) (Drawhorn, Lauren)</p>
05/07/2021	<p>2281 (2 pgs) Notice of Appearance and Request for Notice by Brant C. Martin filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. (Martin, Brant)</p>
05/07/2021	<p>2282 (3 pgs) Motion to continue hearing on (related documents 2229 Motion to borrow/incur debt) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
05/07/2021	<p>2283 (58 pgs) Application for compensation (<i>Eleventh Monthly Application for Compensation and Reimbursement of Hayward PLLC as Local Counsel to the Debtor for the Period from October 1, 2020 through November 30, 2020</i>) for Hayward PLLC, Debtor's Attorney, Period: 10/1/2020 to 11/30/2020, Fee: \$69,327.00, Expenses: \$6,478.70. Filed by Attorney Hayward PLLC (Annable, Zachery)</p>
05/07/2021	<p>2284 (2 pgs) Order granting motion to continue hearing on (related document # 2282) (related documents Motion to borrow/incur debt (<i>Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Relat) Hearing to be held on 6/1/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2229, Entered on 5/7/2021. (Okafor, M.)</i>)</p>
05/10/2021	<p>2285 (3 pgs) Notice of change of address filed by Interested Parties UBS AG London Branch, UBS Securities LLC. (Clubok, Andrew)</p>
05/10/2021	<p>2286 (5 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2229 Motion to borrow/incur debt (<i>Debtor's Motion for Entry of an Order (I)</i>)</p>

	<p>Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/1/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2229, (Annable, Zachery)</p>
05/10/2021	<p>● 2287 (11 pgs) Certificate of service re: 1) Debtor's Objection to Application for Administrative Claim of Highland Capital Management Fund Advisors, L.P. and NexPoint Advisors, L.P.; and 2) Declaration of John A. Morris in Support of Debtor's Objection to Application for Administrative Claim of Highland Capital Management Fund Advisors, L.P. and NexPoint Advisors, L.P. Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2274 Objection to (related document(s): 1826 Application for administrative expenses filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P.) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2275 Declaration re: (Declaration of John A. Morris in Support of Debtor's Objection to Application for Administrative Claim of Highland Capital Management Fund Advisors, L.P. and NexPoint Advisors, L.P.) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2274 Objection). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
05/11/2021	<p>● 2288 (3 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)2221 Application for compensation <i>Fifth Interim Application for Compensation of FTI Consulting, Inc.</i> for Official Committee of Unsecured Creditors, Financial Advisor, Period: 12/1/2020 to 2/28/2021, Fee: \$838,751.40, Expenses: \$0.). (Hoffman, Juliana)</p>
05/11/2021	<p>● 2289 (3 pgs) Notice to take deposition of James P. Seery, Jr. filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
05/11/2021	<p>● 2290 (27 pgs) Notice to take deposition of Highland Capital Management, L.P. filed by Creditor The Dugaboy Investment Trust. (Draper, Douglas)</p>
05/11/2021	<p>● 2291 (3 pgs) Notice <i>Notice of Return of Service</i> filed by Creditor The Dugaboy Investment Trust (RE: related document(s)2290 Notice to take deposition of Highland Capital Management, L.P. filed by Creditor The Dugaboy Investment Trust.). (Draper, Douglas)</p>
05/11/2021	<p>● 2292 (11 pgs) Certificate of service re: <i>Notice of Cancellation of Status Conference</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2277 Notice (<i>Notice of Cancellation of Status Conference</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1826 Application for administrative expenses Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (Attachments: # 1 Service List)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
05/12/2021	<p>● 2293 (37 pgs; 2 docs) Supplemental Objection to (related document(s): 2199 Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. (<i>Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P.) with Certificate of Service filed by Creditor The Dugaboy Investment Trust. (Attachments: # 1 Exhibit A) (Draper, Douglas)</p>
05/12/2021	<p>● 2294 (7 pgs) Reply to (related document(s): 2278 Response filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
05/12/2021	<p>● 2295 (13 pgs) Objection to (related document(s): 2199 Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. (<i>Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P.) filed by Interested Party James Dondero. (Assink, Bryan)</p>

05/12/2021	<p>● 2297 (5 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2199 Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. (<i>Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 5/21/2021 at 09:00 AM at https://us-courts.webex.com/meet/jerniga for 2199, (Annable, Zachery)</p>
05/12/2021	<p>● 2298 (12 pgs) Certificate of service re: <i>1) Motion to Continue Hearing on Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter Into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief; 2) Eleventh Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from October 1, 2020 Through November 30, 2020; and 3) Order Continuing Hearing on Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter Into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2282 Motion to continue hearing on (related documents 2229 Motion to borrow/incur debt) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 2283 Application for compensation (<i>Eleventh Monthly Application for Compensation and Reimbursement of Hayward PLLC as Local Counsel to the Debtor for the Period from October 1, 2020 through November 30, 2020</i>) for Hayward PLLC, Debtor's Attorney, Period: 10/1/2020 to 11/30/2020, Fee: \$69,327.00, Expenses: \$6,478.70. Filed by Attorney Hayward PLLC, 2284 Order granting motion to continue hearing on (related document 2282) (related documents Motion to borrow/incur debt (<i>Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Relat</i>) Hearing to be held on 6/1/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2229, Entered on 5/7/2021. (<i>Okafor, M.</i>)). (Kass, Albert)</p>
05/13/2021	<p>● 2299 (1 pg) Clerk's notice of fees due in the amount of \$207.00 (Filing Fee for Circuit Appeal) See Document 2296. filed by Interested Party Highland Capital Management Fund Advisors, L.P., and Interested Party NexPoint Advisors, L.P. (RE: related document(s)1957 Notice of appeal . Fee Amount \$298 filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)1943 Order confirming chapter 11 plan). Appellant Designation due by 03/15/2021. (Attachments: # 1 Exhibit A)) (Whitaker, Sheniqua)</p>
05/13/2021	<p>● 2300 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2223 Application for compensation <i>Eighteenth Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from March 1, 2021 through March 31, 2021</i> for Jeffrey). (Pomerantz, Jeffrey)</p>
05/13/2021	<p>● 2301 (7 pgs) Certificate of service re: <i>Amended Notice of Hearing</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2286 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2229 Motion to borrow/incur debt (<i>Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/1/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2229, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
05/13/2021	<p>● 2302 (11 pgs) Certificate of service re: <i>Notice of Deposition</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2289 Notice to take deposition of James P. Seery, Jr. filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
05/13/2021	<p>● 2303 (3 pgs) Certificate of service re: [<i>Customized for Rule 3001(e)(2) or 3001(e)(4)</i>] <i>Notice of Transfer of Claim Pursuant to F.R.B.P. 3001(e)(2) or 3001(e)(4) [Re Docket Nos. 2261 and 2262]</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2261 Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Redeemer Committee of the Highland Crusader Fund (Claim No. 72, Amount \$137,696,610.00) To Jessup Holdings LLC. Filed by</p>









	Creditor Jessup Holdings LLC. filed by Creditor Jessup Holdings LLC, 2262 Assignment/Transfer of Claim. Fee Amount \$26. Transferors: Highland Crusader Offshore Partners, L.P., et al. (Claim No. 81, Amount \$50,000.00) To Jessup Holdings LLC. Filed by Creditor Jessup Holdings LLC. filed by Creditor Jessup Holdings LLC). (Kass, Albert)
05/13/2021	<ul style="list-style-type: none"> ● 2299 Clerk's notice of fees due in the amount of \$207.00 (Filing Fee for Circuit Appeal) See Document 2296. filed by Interested Party Highland Capital Management Fund Advisors, L.P., and Interested Party NexPoint Advisors, L.P. (RE: related document(s)1957 Notice of appeal . Fee Amount \$298 filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)1943 Order confirming chapter 11 plan). Appellant Designation due by 03/15/2021. (Attachments: # 1 Exhibit A)) (Whitaker, Sheniqua)) (Floyd, K) (Entered: 05/14/2021)
05/14/2021	<ul style="list-style-type: none"> ● 2304 (12 pgs) Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)1725 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)
05/14/2021	<ul style="list-style-type: none"> ● 2305 (4 pgs) Witness and Exhibit List filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)2199 Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. (<i>Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith</i>)). (Sosland, Martin)
05/14/2021	<ul style="list-style-type: none"> ● 2306 (40 pgs; 3 docs) Application to employ Teneo Capital, LLC as Litigation Advisor to the Official Committee of Unsecured Creditors as Other Professional Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit # 2 Exhibit) (Hoffman, Juliana)
05/14/2021	<ul style="list-style-type: none"> ● 2307 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2304 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)1725 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/8/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 2304, (Annable, Zachery)
05/14/2021	<ul style="list-style-type: none"> ● 2308 (329 pgs; 9 docs) Omnibus Reply to (related document(s): 2268 Objection filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 2293 Objection filed by Creditor The Dugaboy Investment Trust, 2295 Objection filed by Interested Party James Dondero) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8) (Annable, Zachery)
05/14/2021	<ul style="list-style-type: none"> ● 2309 (9 pgs) Response to show cause order (related document(s): 2255 Order on motion to show cause) filed by Respondent Mark Patrick. (Phillips, Louis)
05/14/2021	<ul style="list-style-type: none"> ● 2310 (14 pgs) Reply to (related document(s): 2268 Objection filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 2293 Objection filed by Creditor The Dugaboy Investment Trust, 2295 Objection filed by Interested Party James Dondero) filed by Interested Parties UBS AG London Branch, UBS Securities LLC. (Sosland, Martin)
05/14/2021	<ul style="list-style-type: none"> ● 2311 (22 pgs) Response opposed to (related document(s): 2248 Motion to Reconsider(related documents 854 Order on application to employ) filed by Plaintiff The Charitable DAF Fund, L.P., Plaintiff CLO Holdco, Ltd.) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
05/14/2021	<ul style="list-style-type: none"> ● 2312 (4 pgs) Objection to (related document(s): 2247 Motion for order to show cause (<i>Debtor's Motion for an Order Requiring the Violators to Show Cause Why They Should Not Be Held in Civil Contempt for Violating Two Court Orders</i>) filed by Debtor Highland Capital Management, L.P., 2255 Order on motion to show cause. MODIFIED to correct linkage on 5/17/2021 (Ecker, C.).

05/14/2021	<p>● 2313 (146 pgs; 2 docs) Response to show cause order (related document(s): 2255 Order on motion to show cause) filed by Plaintiff The Charitable DAF Fund, L.P.. (Attachments: # 1 Appendix) (Sbaiti, Mazin)</p>
05/14/2021	<p>● 2314 (7 pgs) Witness and Exhibit List <i>with Certificate of Service</i> filed by Creditor The Dugaboy Investment Trust (RE: related document(s)2199 Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. (<i>Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith</i>)). (Draper, Douglas)</p>
05/14/2021	<p>● 2315 (2 pgs) Joinder by to Debtors Objection to Motion for Modification of Order Authorizing Appointment of James P. Seery, Jr. Due to Lack of Subject Matter Jurisdiction filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2311 Response). (Hoffman, Juliana)</p>
05/14/2021	<p>● 2316 (5 pgs; 2 docs) Motion to withdraw as attorney (John J. Kane, Brian W. Clark and the law firm of Kane Russell Coleman Logan PC) Filed by Creditor CLO Holdco, Ltd. (Attachments: # 1 Proposed Order) (Kane, John)</p>
05/17/2021	<p>● 2317 (4 pgs) Agreed Order granting motion to continue hearing on (related document 2226) (related documents Objection to claim) Hearing to be held on 9/21/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2059, Entered on 5/17/2021. (Okafor, M.) Modified text on 5/17/2021 (Okafor, M.).</p>
05/17/2021	<p>● 2318 (3 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2233 Application for compensation <i>Sidley Austin LLP's Fifth Interim Application for Compensation</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 12/1/2020 to 2/28/2021, Fee: \$1,957,009.95, Expenses: \$23.). (Hoffman, Juliana)</p>
05/17/2021	<p>● 2319 (8 pgs) Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on May 18, 2021 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
05/17/2021	<p>● 2320 (16 pgs) Certificate of service re: 1) <i>Debtor's Preliminary Reply in Further Support of Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief; and 2) Notice of Change of Hearing Date</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2294 Reply to (related document(s): 2278 Response filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2297 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2199 Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. (<i>Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 5/21/2021 at 09:00 AM at https://us-courts.webex.com/meet/jerniga for 2199, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
05/18/2021	<p>● 2321 (2 pgs) Notice (<i>Notice of Cancellation of Status Conference</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2196 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC. (<i>Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order)). (Annable, Zachery)</p>
05/18/2021	<p>● 2322 (3 pgs) Notice of Appearance and Request for Notice for <i>BH Equities LLC</i> by Casey William Doherty Jr. filed by Creditor BHH Equities LLC. (Doherty, Casey)</p>
05/18/2021	<p>● 2323 (3 pgs) Response opposed to (related document(s): 906 Objection to claim filed by Debtor</p>

	Highland Capital Management, L.P.) filed by Creditor BHH Equities LLC. (Doherty, Casey)
05/18/2021	<p>● 2324 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2243 Motion to compromise controversy with Siepe, LLC and Siepe Services, LLC. (<i>Motion of the Debtor for Entry of an Order Approving Settlement with Siepe, LLC and Siepe Services, LLC [Claim Nos. 38, 39] and Authorizing Actions Consistent Therewith</i>))</p>
05/18/2021	<p>● 2325 (2 pgs) Order granting fifth interim fee application for compensation (related document # 2221) granting for FTI Consulting, Inc. Financial Advisor for the Official Committee of Unsecured Creditors, fees awarded: \$838751.40, expenses awarded: \$0.00 Entered on 5/18/2021. (Okafor, M.)</p>
05/18/2021	<p>● 2326 (2 pgs) Order granting fourth interim application for compensation (related document # 1655) granting for FTI Consulting, Inc., Financial Advisor for the Official Committee of Unsecured Creditors, fees awarded: \$710280.45, expenses awarded: \$1479.47 Entered on 5/18/2021. (Okafor, M.)</p>
05/18/2021	<p>● 2327 (2 pgs) Order granting fifth interim application for compensation (related document # 2233) granting for Sidley Austin LLP, Attorneys for Official Committee of Unsecured Creditors, fees awarded: \$1957009.95, expenses awarded: \$23156.48 Entered on 5/18/2021. (Okafor, M.)</p>
05/18/2021	<p>● 2328 (47 pgs) Application for compensation <i>Sidley Austin LLP's Seventeenth Monthly Application for Compensation</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2021 to 3/31/2021, Fee: \$371,842.20, Expenses: \$6,279.02. Filed by Attorney Juliana Hoffman Objections due by 6/8/2021. (Hoffman, Juliana)</p>
05/18/2021	<p>● 2329 (2 pgs) Order granting fourth interim application for compensation (related document # 1853) granting Sidley Austin LLP, Attorneys for Official Committee of Unsecured Creditors, fees awarded: \$1620489.60, expenses awarded: \$8974.00 Entered on 5/18/2021. (Okafor, M.)</p>
05/18/2021	<p>● 2330 (1310 pgs; 25 docs) Witness and Exhibit List filed by Interested Party James Dondero (RE: related document(s)2199 Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. (<i>Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith</i>)). (Attachments: # 1 Dondero Ex. A # 2 Dondero Ex. B # 3 Dondero Ex. C # 4 Dondero Ex. D # 5 Dondero Ex. E # 6 Dondero Ex. F # 7 Dondero Ex. G # 8 Dondero Ex. H # 9 Dondero Ex. I # 10 Dondero Ex. J # 11 Dondero Ex. K # 12 Dondero Ex. L # 13 Dondero Ex. M # 14 Dondero Ex. N # 15 Dondero Ex. O # 16 Dondero Ex. P # 17 Dondero Ex. Q # 18 Dondero Ex. R # 19 Dondero Ex. S # 20 Dondero Ex. T # 21 Dondero Ex. U # 22 Dondero Ex. V # 23 Dondero Ex. W # 24 Dondero Ex. X) (Assink, Bryan)</p>
05/18/2021	<p>● 2331 (1628 pgs; 74 docs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2199 Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. (<i>Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith</i>)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36 # 37 Exhibit 37 # 38 Exhibit 38 # 39 Exhibit 39 # 40 Exhibit 40 # 41 Exhibit 41 # 42 Exhibit 42 # 43 Exhibit 43 # 44 Exhibit 44 # 45 Exhibit 45 # 46 Exhibit 46 # 47 Exhibit 47 # 48 Exhibit 48 # 49 Exhibit 49 # 50 Exhibit 50 # 51 Exhibit 51 # 52 Exhibit 52 # 53 Exhibit 53 # 54 Exhibit 54 # 55 Exhibit 55 # 56 Exhibit 56 # 57 Exhibit 57 # 58 Exhibit 58 # 59 Exhibit 59 # 60 Exhibit 60 # 61 Exhibit 61 # 62 Exhibit 62 # 63 Exhibit 63 # 64 Exhibit 64 # 65 Exhibit 65 # 66 Exhibit 66 # 67 Exhibit 67 # 68 Exhibit 68 # 69 Exhibit 69 # 70 Exhibit 70 # 71 Exhibit 71 # 72 Exhibit 72 # 73 Exhibit 73) (Annable, Zachery)</p>

05/18/2021	<p>● 2360 Hearing held on 5/18/2021. (RE: related document(s)2196 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC. (Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief) filed by Debtor Highland Capital Management, L.P., (Matter continued) (Edmond, Michael) (Entered: 05/24/2021)</p>
05/18/2021	<p>● Hearing NOT held on 5/18/2021. (RE: related document(s)2221 Application for compensation Fifth Interim Application for Compensation of FTI Consulting, Inc., for Official Committee of Unsecured Creditors, Financial Advisor, Period: 12/1/2020 to 2/28/2021, filed by Attorney Juliana Hoffman). (**CNO filed; order signed in chambers**) (Edmond, Michael) (Entered: 05/24/2021)</p>
05/18/2021	<p>● Hearing NOT held on 5/18/2021. (RE: related document(s)1853 Application for compensation Sidley Austin LLP's Fourth Interim Application for Compensation and Reimbursement of Expenses for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 9/1/2020 to 11/30/2020, filed by Attorney Juliana Hoffman) (**CNO filed; order signed in chambers**) (Edmond, Michael) (Entered: 05/24/2021)</p>
05/18/2021	<p>● Hearing NOT held on 5/18/2021. (RE: related document(s)1655 Application for compensation Fourth Interim Application for Compensation and Reimbursement of Expenses for FTI Consulting, Inc., Financial Advisor, Period: 9/1/2020 to 11/30/2020, filed by Attorney Juliana Hoffman) (**CNO filed; order signed in chambers**) (Edmond, Michael) (Entered: 05/24/2021)</p>
05/18/2021	<p>● Hearing NOT held on 5/18/2021. (RE: related document(s)2233 Application for compensation Sidley Austin LLP's Fifth Interim Application for Compensation for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 12/1/2020 to 2/28/2021, filed by Attorney Juliana Hoffman) (**CNO filed; order signed in chambers**) (Edmond, Michael) (Entered: 05/24/2021)</p>
05/19/2021	<p>● 2332 (3 pgs) Notice to take deposition of Mark Patrick filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
05/19/2021	<p>● 2333 (8 pgs) Notice to take deposition of CLO Holdco, Ltd. and Charitable DAF Fund, L.P. filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
05/19/2021	<p>● 2334 (67 pgs; 2 docs) Withdrawal of claim(s): #93 Filed by Interested Party Integrated Financial Associates, Inc.. (Attachments: # 1 Exhibit Ex. 1 - POC #93 Integrated Financial Associates) (Bryant, M.)</p>
05/19/2021	<p>● 2335 (4 pgs) Notice (<i>Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim 165, 168, and 169</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
05/19/2021	<p>● 2336 (5 pgs) Amended Witness and Exhibit List for May 21, 2021 Hearing filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)2305 List (witness/exhibit/generic)). (Sosland, Martin)</p>
05/19/2021	<p>● 2337 (24 pgs) Certificate of service re: <i>Documents Served on May 14, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2304 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)1725 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 2306 Application to employ Teneo Capital, LLC as Litigation Advisor to the Official Committee of Unsecured Creditors as Other Professional Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit # 2 Exhibit) filed by Creditor Committee Official Committee of Unsecured Creditors, 2307 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2304 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)1725 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/8/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 2304, filed by Debtor Highland Capital Management, L.P., 2308 Omnibus Reply to (related document(s): 2268</p>

	<p>Objection filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 2295 Objection filed by Creditor The Dugaboy Investment Trust, 2295 Objection filed by Interested Party James Dondero) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8) filed by Debtor Highland Capital Management, L.P., 2311 Response opposed to (related document(s): 2248 Motion to Reconsider(related documents 854 Order on application to employ) filed by Plaintiff The Charitable DAF Fund, L.P., Plaintiff CLO Holdco, Ltd.) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2315 Joinder by <i>to Debtors Objection to Motion for Modification of Order Authorizing Appointment of James P. Seery, Jr. Due to Lack of Subject Matter Jurisdiction</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2311 Response). filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
05/19/2021	<p>2338 (18 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)2317 Agreed Order granting motion to continue hearing on (related document 2226) (related documents Objection to claim) Hearing to be held on 9/21/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2059, Entered on 5/17/2021. (Okafor, M.) Modified text on 5/17/2021 (Okafor, M.)) No. of Notices: 2. Notice Date 05/19/2021. (Admin.)</p>
05/20/2021	<p>2339 (7 pgs) Amended Exhibit List <i>Supplemental Exhibit List for the May 12, 2021 Hearing with Certificate of Service</i> filed by Creditor The Dugaboy Investment Trust (RE: related document(s)2314 List (witness/exhibit/generic)). (Draper, Douglas)</p>
05/20/2021	<p>2340 (3 pgs) Motion to continue hearing on (related documents 2229 Motion to borrow/incur debt) (<i>Motion to Further Continue Hearing on Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
05/20/2021	<p>2341 (10 pgs) Response opposed to (related document(s): 2256 Motion to compel Compliance with Bankruptcy Rule 2015.3. filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
05/20/2021	<p>2342 (1024 pgs; 30 docs) Amended Exhibit List <i>Supplemental Exhibit List</i> filed by Creditor The Dugaboy Investment Trust (RE: related document(s)2339 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29) (Draper, Douglas)</p>
05/20/2021	<p>2343 (3 pgs) Joinder by <i>Debtors Opposition to Motion to Compel</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2341 Response). (Hoffman, Juliana)</p>
05/20/2021	<p>2344 (11 pgs) Certificate of service re: <i>Notice of Agenda of Matters Scheduled for Hearing on May 18, 2021 at 9:30 a.m. (Central Time)</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2319 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on May 18, 2021 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
05/21/2021	<p>2345 (4 pgs) Agreed scheduling order with respect to Debtors Objection to Application for Administrative Claim of Highland Capital Management Fund Advisors, L.P. and NexPoint Advisors, L.P. (RE: related document(s)2274 Objection filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 9/28/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2274, Entered on 5/21/2021 (Okafor, M.)</p>

05/21/2021	 2346 (2 pgs) Order granting motion to withdraw as attorney for CLO Holdco, LTD (attorney John J. Kane terminated). (related document # 2316) Entered on 5/21/2021. (Okafor, M.)
05/21/2021	 2347 (12 pgs) Reply to (related document(s): 2311 Response filed by Debtor Highland Capital Management, L.P.) filed by Creditor The Charitable DAF Fund, L.P. (Sbaiti, Mazin)
05/21/2021	  2348 (1 pg) PDF with attached Audio File. Court Date & Time [05/21/2021 08:57:33 AM]. File Size [73177 KB]. Run Time [05:13:15]. (admin).
05/21/2021	 2349 (36 pgs) Omnibus Reply to (related document(s): 2309 Response to show cause order filed by Respondent Mark Patrick, 2312 Objection filed by Interested Party James Dondero, 2313 Response to show cause order filed by Creditor The Charitable DAF Fund, L.P.) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
05/21/2021	 2350 (2 pgs) Order approving Debtor's settlement with Siepe, LLC and Siepe Services, LLC.(Claims Nos. 38, 39) and authorizing actions consistent therewith (related document # 2243) Entered on 5/21/2021. (Okafor, M.)
05/21/2021	 2351 (298 pgs; 5 docs) Declaration re: (<i>Reply Declaration of John A. Morris in Support of Debtor's Motion for an Order Requiring Violators to Show Cause Why They Should Not Be Held in Civil Contempt for Violating Two Court Orders</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2349 Reply). (Attachments: # 1 Exhibit 19 # 2 Exhibit 20 # 3 Exhibit 21 # 4 Exhibit 22) (Annable, Zachery)
05/21/2021	 2352 (7 pgs) Order approving stipulation and agreed order authorizing withdrawal of proofs of claim 165, 168, and 169 (RE: related document(s) 2335 Notice (generic) filed by Debtor Highland Capital Management, L.P.). Entered on 5/21/2021 (Okafor, M.)
05/21/2021	 2353 (3 pgs) Order sustaining objection to claim number(s) #93 of Integrated Financial Associates, Inc. (RE: related document(s) 2133 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 5/21/2021 (Okafor, M.)
05/21/2021	 2354 (2 pgs) Order granting motion to continue hearing on (related document # 2340) (related documents Motion to borrow/incur debt (<i>Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Relat) Hearing to be held on 6/25/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2229. Entered on 5/21/2021. (Okafor, M.)</i>
05/21/2021	 2355 (302 pgs; 5 docs) Declaration re: (<i>Amended Reply Declaration of John A. Morris in Support of Debtor's Motion for an Order Requiring Violators to Show Cause Why They Should Not Be Held in Civil Contempt for Violating Two Court Orders</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2349 Reply). (Attachments: # 1 Exhibit 19 # 2 Exhibit 20 # 3 Exhibit 21 # 4 Exhibit 22) (Annable, Zachery)
05/21/2021	 2356 (8 pgs) Notice (<i>Notice of Filing of Sixth Amended Exhibit B to Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtor in the Ordinary Course of Business</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 75 Motion to Authorize /Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtors in the Ordinary Course of Business Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - OCP List # 4 Exhibit C - Form of Declaration of Disinterestedness # 5 Certificate of Service and Service List) (O'Neill, James)

05/21/2021 [2357](#) (5 pgs) Declaration re: (*Disclosure Declaration of Ordinary Course Professional*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[176](#) Document). (Annable, Zachery)

05/21/2021 [2358](#) (23 pgs) Certificate of service re: *Documents Served on May 18, 2021* Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)[2321](#) Notice (*Notice of Cancellation of Status Conference*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[2196](#) Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC. (*Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief*) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A-- Proposed Order)). filed by Debtor Highland Capital Management, L.P., [2324](#) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[2243](#) Motion to compromise controversy with Siepe, LLC and Siepe Services, LLC. (*Motion of the Debtor for Entry of an Order Approving Settlement with Siepe, LLC and Siepe Services, LLC [Claim Nos. 38, 39] and Authorizing Actions Consistent Therewith*)[2325](#) Order granting fifth interim fee application for compensation (related document [2221](#)) granting for FTI Consulting, Inc. Financial Advisor for the Official Committee of Unsecured Creditors, fees awarded: \$838751.40, expenses awarded: \$0.00 Entered on 5/18/2021. (Okafor, M.), [2326](#) Order granting fourth interim application for compensation (related document [1655](#)) granting for FTI Consulting, Inc., Financial Advisor for the Official Committee of Unsecured Creditors, fees awarded: \$710280.45, expenses awarded: \$1479.47 Entered on 5/18/2021. (Okafor, M.), [2327](#) Order granting fifth interim application for compensation (related document [2233](#)) granting for Sidley Austin LLP, Attorneys for Official Committee of Unsecured Creditors, fees awarded: \$1957009.95, expenses awarded: \$23156.48 Entered on 5/18/2021. (Okafor, M.), [2328](#) Application for compensation Sidley Austin LLP's Seventeenth Monthly Application for Compensation for Official Committee of Unsecured Creditors, Creditor Comm. Aty. Period: 3/1/2021 to 3/31/2021, Fee: \$371,842.20, Expenses: \$6,279.02. Filed by Attorney Juliana Hoffman Objections due by 6/8/2021. filed by Creditor Committee Official Committee of Unsecured Creditors, [2329](#) Order granting fourth interim application for compensation (related document [1853](#)) granting Sidley Austin LLP, Attorneys for Official Committee of Unsecured Creditors, fees awarded: \$1620489.60, expenses awarded: \$8974.00 Entered on 5/18/2021. (Okafor, M.), [2331](#) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[2199](#) Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. (*Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith*)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36 # 37 Exhibit 37 # 38 Exhibit 38 # 39 Exhibit 39 # 40 Exhibit 40 # 41 Exhibit 41 # 42 Exhibit 42 # 43 Exhibit 43 # 44 Exhibit 44 # 45 Exhibit 45 # 46 Exhibit 46 # 47 Exhibit 47 # 48 Exhibit 48 # 49 Exhibit 49 # 50 Exhibit 50 # 51 Exhibit 51 # 52 Exhibit 52 # 53 Exhibit 53 # 54 Exhibit 54 # 55 Exhibit 55 # 56 Exhibit 56 # 57 Exhibit 57 # 58 Exhibit 58 # 59 Exhibit 59 # 60 Exhibit 60 # 61 Exhibit 61 # 62 Exhibit 62 # 63 Exhibit 63 # 64 Exhibit 64 # 65 Exhibit 65 # 66 Exhibit 66 # 67 Exhibit 67 # 68 Exhibit 68 # 69 Exhibit 69 # 70 Exhibit 70 # 71 Exhibit 71 # 72 Exhibit 72 # 73 Exhibit 73) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)

05/21/2021 [2359](#) Hearing held on 5/21/2021. (RE: related document(s)[2199](#) Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith) filed by Debtor Highland Capital Management, L.P.) (Appearances: R. Feinstein, J. Morris, J. Pomeranz, and G. Demo for Debtor; A. Clubok and K. Posin for UBS; D. Draper for Dugaboy and Get Good Trusts; C. Taylor and B. Assink for J. Dondero. Evidentiary hearing. Motion approved for reasons stated on the record. Counsel to upload order.) (Edmond, Michael) (Entered: 05/24/2021)


05/21/2021 [2368](#) (1 pg) Court admitted exhibits date of hearing May 21, 2021 (RE: related document(s)[2199](#) Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch, (Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London

	Branch and Authorizing Actions Consistent Therewith) filed by Debtor Highland Capital Management, L.P.) (COURT ADMITTED EXHIBIT'S #1 THROUGH #17 BY ANDREW CLUBOK FOR UBS, EXHIBIT'S #1 THROUGH #40 & #65 THROUGH #73 BY JOHN A. MORRIS FOR THE DEBTOR/HCMLP, EXHIBIT'S #1 THROUGH #29 BY DOUGLAS S. DRAPER FOR DUGABOY INVESTMENT TRUST & EXHIBIT'S #A THROUGH #X BY CLAY M. TAYLOR FOR JAMES DONDERO (Edmond, Michael) (Entered: 05/24/2021)
05/24/2021	2361 (5 pgs) Agreed scheduling order with respect to Debtor's motion to disqualify Wick Phillips Gould & Martin LLP as counsel to HCRE Partners, LLC (RE: related document(s) 2196 Motion to compel filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 10/25/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2196 , Entered on 5/24/2021 (Okafor, M.)
05/24/2021	2362 (2 pgs) Order requiring James Dondero to appear at all hearings in the bankruptcy case Entered on 5/24/2021 (Okafor, M.)
05/24/2021	2363 (3 pgs) Notice to take deposition of James Dondero filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
05/24/2021	2364 (1 pg) Request for transcript regarding a hearing held on 5/21/2021. The requested turn-around time is daily. (Edmond, Michael)
05/24/2021	2365 (3 pgs) Withdrawal of claim(s): (<i>Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim 38 and 39</i>) Filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
05/24/2021	2366 (12 pgs) Subpoena on Grant Scott filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
05/24/2021	2367 (6 pgs) Notice of hearing filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s) 2256 Motion to compel Compliance with Bankruptcy Rule 2015.3. Filed by Get Good Trust, The Dugaboy Investment Trust Objections due by 5/20/2021.). Hearing to be held on 6/10/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2256 , (Draper, Douglas)
05/24/2021	2369 (6 pgs; 2 docs) Certificate of service re: Notice of Hearing filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s) 2367 Notice of hearing). (Attachments: # 1 Mailing Matrix) (Draper, Douglas)
05/24/2021	2370 (4 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s) 2260 Application for compensation <i>Seventeenth Monthly Application for Compensation for FTI Consulting, Inc.</i> for Official Committee of Unsecured Creditors, Financial Advisor, Period: 3/1/2021 to 3/31/2021, Fee: \$96,823.80, Expenses: \$0.). (Hoffman, Juliana)
05/24/2021	2371 (16 pgs) Certificate of service re: <i>1) Debtor's Notice of Deposition to Mark Patrick in Connection with Debtor's Contempt Motion; 2) Debtor's Notice of Rule 30(b)(6) Deposition to (A) CLO Holdco, Ltd., and (B) Charitable DAF Fund, L.P.; and 3) Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim 165, 168, and 169</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2332 Notice to take deposition of Mark Patrick filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2333 Notice to take deposition of CLO Holdco, Ltd. and Charitable DAF Fund, L.P. filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2335 Notice (<i>Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim 165, 168, and 169</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
05/25/2021	2372 (9 pgs) Subpoena on NexBank Capital, Inc. filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)

05/25/2021	<p>● 2373 (9 pgs) Subpoena on Highland Capital Management Fund Advisors, L.P. filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
05/25/2021	<p>● 2374 (12 pgs) Certificate of service re: 1) <i>Motion to Further Continue Hearing on Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter Into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief</i>; 2) <i>Debtor's Opposition to Motion to Compel Compliance with Bankruptcy Rule 2015.3 Filed by Dugaboy Investment Trust and Get Good Trust</i>; and 3) <i>Joinder of the Official Committee of Unsecured Creditors to Debtors Opposition to Motion to Compel Compliance with Bankruptcy Rule 2015.3 Filed by Dugaboy Investment Trust and Get Good Trust</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2340 Motion to continue hearing on (related documents 2229 Motion to borrow/incur debt) (<i>Motion to Further Continue Hearing on Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 2341 Response opposed to (related document(s): 2256 Motion to compel Compliance with Bankruptcy Rule 2015.3. filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust) filed by Debtor Highland Capital Management, L.P., filed by Debtor Highland Capital Management, L.P., 2343 Joinder by <i>Debtors Opposition to Motion to Compel</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2341 Response). filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
05/26/2021	<p>● 2375 (191 pgs) Transcript regarding Hearing Held 05/21/2021 (191 pages) RE: Motion to Compromise Controversy (#2199). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 08/24/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 2359 Hearing held on 5/21/2021. (RE: related document(s)2199 Motion to compromise controversy with UBS Securities LLC and UBS AG London Branch. Debtor's Motion for Entry of an Order Approving Settlement with UBS Securities LLC and UBS AG London Branch and Authorizing Actions Consistent Therewith) filed by Debtor Highland Capital Management, L.P.) (Appearances: R. Feinstein, J. Morris, J. Pomeranz, and G. Demo for Debtor; A. Clubok and K. Posin for UBS; D. Draper for Dugaboy and Get Good Trusts; C. Taylor and B. Assink for J. Dondero. Evidentiary hearing. Motion approved for reasons stated on the record. Counsel to upload order.)). Transcript to be made available to the public on 08/24/2021. (Rehling, Kathy)</p>
05/26/2021	<p>● 2376 (1 pg) Notice of Appearance and Request for Notice by Linda D. Reece filed by Creditor Plano ISD. (Reece, Linda)</p>
05/26/2021	<p>● 2377 (962 pgs; 3 docs) Declaration re: (<i>Second Amended Reply Declaration of John A. Morris in Support of Debtor's Motion for an Order Requiring Violators to Show Cause Why They Should Not Be Held in Civil Contempt for Violating Two Court Orders</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2349 Reply). (Attachments: # 1 Exhibit 23 # 2 Exhibit 24) (Annable, Zachery)</p>
05/26/2021	<p>● 2378 (5 pgs) Declaration re: (<i>Disclosure Declaration of Ordinary Course Professional</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). (Annable, Zachery)</p>
05/26/2021	<p>● 2379 (4 pgs) Certificate of service re: [<i>Customized for Rule 3001(e)(2) or 3001(e)(4)</i>] <i>Notice of Transfer of Claim Pursuant to F. R.B.P. 3001(e)(2) or 3001(e)(4) [Re Docket Nos. 2092 2094 and 2096 2115]</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2092 Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Scott Ellington (Claim No. 244) To CPCPM, LLC. Filed by Interested Party CPCPM, LLC. filed by Interested Party CPCPM, LLC, 2093 Assignment/Transfer of Claim. Fee Amount \$26. Transferors: Frank Waterhouse (Claim No. 217) To CPCPM, LCC. Filed by Interested Party CPCPM, LLC. filed by Interested Party CPCPM, LLC, 2094 Assignment/Transfer of Claim. Fee Amount \$26. Transferors: Jean Paul Sevilla (Claim No.</p>

241) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2096](#) Assignment/Transfer of Claim. Fee Amount \$26. Transferors: Isaac Leventon (Claim No. 216) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2097](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Lucy Bannon (Claim No. 235) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2098](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Jerome Carter (Claim No. 223) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2099](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Brian Collins (Claim No. 233) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2100](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Matthew DiOrio (Claim No. 230) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2101](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Hayley Eliason (Claim No. 236) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2102](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: William Gosserand (Claim No. 232) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2103](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Steven Haltom (Claim No. 224) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2104](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Charles Hoedebeck (Claim No. 228) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2105](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Mary Irving (Claim No. 231) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2106](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Helen Kim (Claim No. 226) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2107](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Kari Kovelan (Claim No. 227) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2108](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: William Mabry (Claim No. 234) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2109](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Mark Patrick (Claim No. 219) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2110](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Christopher Rice (Claim No. 220) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2111](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Jason Rothstein (Claim No. 229) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2112](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Kellie Stevens (Claim No. 221) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2113](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Ricky Swadley (Claim No. 237) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2114](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Lauren Thedford (Claim No. 222) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC, [2115](#) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Stephanie Vitiello (Claim No. 225) To CPCM, LLC. Filed by Interested Party CPCM, LLC. filed by Interested Party CPCM, LLC). (Kass, Albert)

05/26/2021

 [2380](#) (33 pgs) Certificate of service re: *Documents Served on May 21, 2021* Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)[2345](#) Agreed scheduling order with respect to Debtors Objection to Application for Administrative Claim of Highland Capital Management Fund Advisors, L.P. and NexPoint Advisors, L.P. (RE: related document(s)[2274](#) Objection filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 9/28/2021 at 09:30 AM at <https://us-courts.webex.com/meet/jerniga> for [2274](#), Entered on 5/21/2021 (Okafor, M.), [2349](#) Omnibus Reply to (related document(s): [2309](#) Response to show cause order filed by Respondent Mark Patrick, [2312](#) Objection filed by Interested Party James Dondero, [2313](#) Response to show cause order filed by Creditor The Charitable DAF Fund, L.P.) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., [2350](#) Order approving Debtor's settlement with Siepe, LLC and Siepe Services, LLC.(Claims Nos. 38, 39) and authorizing actions consistent therewith (related document [2243](#)) Entered on 5/21/2021. (Okafor, M.), [2352](#) Order approving stipulation and agreed order authorizing withdrawal of proofs of claim 165, 168, and 169 (RE: related document(s)[2335](#) Notice (generic) filed by

	<p>Debtor Highland Capital Management, L.P.). Entered on 5/21/2021 (Okafor, M.), 2353 Order sustaining objection to claim number(s) #93 of Integrated Financial Associates, Inc. (RE: related document(s) 2133 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 5/21/2021 (Okafor, M.), 2354 Order granting motion to continue hearing on (related document 2340) (related documents Motion to borrow/incur debt (<i>Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Relat</i>) Hearing to be held on 6/25/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2229, Entered on 5/21/2021. (Okafor, M.), 2355 Declaration re: (Amended Reply Declaration of John A. Morris in Support of Debtor's Motion for an Order Requiring Violators to Show Cause Why They Should Not Be Held in Civil Contempt for Violating Two Court Orders) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2349 Reply). (Attachments: # 1 Exhibit 19 # 2 Exhibit 20 # 3 Exhibit 21 # 4 Exhibit 22) filed by Debtor Highland Capital Management, L.P., 2356 Notice (Notice of Filing of Sixth Amended Exhibit B to Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtor in the Ordinary Course of Business) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 75 Motion to Authorize /Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtors in the Ordinary Course of Business Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - OCP List # 4 Exhibit C - Form of Declaration of Disinterestedness # 5 Certificate of Service and Service List) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #76 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). filed by Debtor Highland Capital Management, L.P., 2357 Declaration re: (Disclosure Declaration of Ordinary Course Professional) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 Document). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
05/26/2021	<p>2381 (16 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2362 Order requiring James Dondero to appear at all hearings in the bankruptcy case Entered on 5/24/2021 (Okafor, M.)) No. of Notices: 1. Notice Date 05/26/2021. (Admin.)</p>
05/27/2021	<p>2382 (22 pgs) Application for compensation <i>Eighteenth Monthly Application for Compensation</i> for FTI Consulting, Inc., Financial Advisor, Period: 4/1/2021 to 4/30/2021, Fee: \$85,577.40, Expenses: \$0. Filed by Attorney Juliana Hoffman Objections due by 6/17/2021. (Hoffman, Juliana)</p>
05/27/2021	<p>2383 (149 pgs) Application for compensation (<i>Nineteenth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from April 1, 2021 Through April 30, 2021</i>) for Pachulski Stang Ziehl & Jones LLP, Debtor's Attorney, Period: 4/1/2021 to 4/30/2021, Fee: \$1,286,897.00, Expenses: \$8,173.58. Filed by Other Professional Pachulski Stang Ziehl & Jones LLP (Annable, Zachery)</p>
05/27/2021	<p>2384 (1 pg) Transmittal of record on appeal to U.S. District Court . Complete record on appeal . , Transmitted: Volume 1, Mini Record. Number of appellant volumes: 38 . Civil Case Number: 3:21-CV-00879-K (RE: related document(s) 2149 Notice of appeal 2169 Amended notice of appeal filed by Interested Party James Dondero (RE: related document(s) 2149 Notice of appeal).) (Blanco, J.)</p>
05/27/2021	<p>2386 (1 pg) Notice of docketing COMPLETE record on appeal. 3:21CV00879K (RE: related document(s) 2149 Notice of appeal 2169 Amended notice of appeal filed by Interested Party James Dondero (RE: related document(s) 2149 Notice of appeal).) (Blanco, J.)</p>
05/27/2021	<p>2387 (4 pgs) Notice of hearing (<i>Status Conference</i>) filed by Interested Parties NexBank, NexBank Capital Inc., NexBank Securities Inc., NexBank Title Inc. (RE: related document(s) 1888 Application for administrative expenses Filed by Interested Parties NexBank, NexBank Capital Inc., NexBank Securities Inc., NexBank Title Inc.). Status Conference to be held on 8/4/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga. (Drawhorn, Lauren)</p>

05/27/2021	<p>● 2388 (5 pgs) Order approving stipulation and agreed order authorizing withdrawal of proofs of claims No. 38 and No. 39 (RE: related document(s)2365 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 5/27/2021 (Okafor, M.)</p>
05/27/2021	<p>● 2389 (21 pgs) Order approving Debtor's settlement with UBS Securities LLC and UBS AG London Branch and authorizing actions consistent therewith (related document # 2199) Entered on 5/27/2021. (Okafor, M.)</p>
05/27/2021	<p>● 2390 (20 pgs) Certificate of service re: <i>Documents Served on May 24, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2361 Agreed scheduling order with respect to Debtor's motion to disqualify Wick Phillips Gould & Martin LLP as counsel to HCRE Partners, LLC (RE: related document(s)2196 Motion to compel filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 10/25/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2196, Entered on 5/24/2021 (Okafor, M.), 2363 Notice to take deposition of James Dondero filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 2365 Withdrawal of claim(s): (<i>Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim 38 and 39</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 2366 Subpoena on Grant Scott filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
05/27/2021	<p>● 2391 (20 pgs) Certificate of service re: <i>1) Debtor's Notice of Service of Subpoena in Connection with Debtor's Contempt Motion; and 2) Debtor's Notice of Service of Subpoena in Connection with Debtor's Contempt Motion</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2372 Subpoena on NexBank Capital, Inc. filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 2373 Subpoena on Highland Capital Management Fund Advisors, L.P. filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/01/2021	<p>● 2392 (2 pgs) Withdrawal /<i>Notice of Withdrawal of Appearance</i> filed by Interested Party NexBank (RE: related document(s)923 Notice of appearance and request for notice). (Slade, Jared)</p>
06/01/2021	<p>● 2393 (5 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2229 Motion to borrow/incur debt (<i>Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/25/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2229, (Annable, Zachery)</p>
06/01/2021	<p>● 2394 (15 pgs) Certificate of service re: <i>1) Second Amended Reply Declaration of John A. Morris in Support of Debtor's Motion for an Order Requiring Violators to Show Cause Why They Should Not be Held in Civil Contempt for Violating Two Court Orders; and 2) Disclosure Declaration of Ordinary Course Professional</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2377 Declaration re: (<i>Second Amended Reply Declaration of John A. Morris in Support of Debtor's Motion for an Order Requiring Violators to Show Cause Why They Should Not Be Held in Civil Contempt for Violating Two Court Orders</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2349 Reply). (Attachments: # 1 Exhibit 23 # 2 Exhibit 24) filed by Debtor Highland Capital Management, L.P., 2378 Declaration re: (<i>Disclosure Declaration of Ordinary Course Professional</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/01/2021	<p>● 2395 (14 pgs) Motion to pay (<i>Debtor's Motion for Entry of an Order Authorizing Payment of a Restructuring Fee to James P. Seery, Jr., the Debtor's Chief Executive Officer and Chief Restructuring Officer</i>) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
06/01/2021	<p>● 2396 (60 pgs) Application for compensation <i>Sidley Austin LLP's Eighteenth Monthly Application for Compensation</i> for Official Committee of Unsecured Creditors, Creditor Comm. Aty, Period: 4/1/2021 to</p>

	4/30/2021, Fee: \$417,427.20, Expenses: \$21,694.88. Filed by Attorney Juliana Hoffman Objections due by 6/22/2021. (Hoffman, Juliana)
06/02/2021	● 2397 (3 pgs) Certificate of No Objection filed by Other Professional Hayward PLLC (RE: related document(s) 2283 Application for compensation (<i>Eleventh Monthly Application for Compensation and Reimbursement of Hayward PLLC as Local Counsel to the Debtor for the Period from October 1, 2020 through November 30, 2020</i>) for Hayward PLLC, Debtor's Attorney,). (Annable, Zachery)
06/02/2021	● 2398 (3 pgs) Notice of appeal <i>and Statement of Election</i> . Fee Amount \$298 filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s) 2389 Order on motion to compromise controversy). Appellant Designation due by 06/16/2021. (Draper, Douglas)
06/02/2021	Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number 28754649, amount \$ 298.00 (re: Doc# 2398). (U.S. Treasury)
06/02/2021	● 2399 (22 pgs) Certificate of service re: <i>Documents Served on May 27, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2382 Application for compensation <i>Eighteenth Monthly Application for Compensation</i> for FTI Consulting, Inc., Financial Advisor, Period: 4/1/2021 to 4/30/2021, Fee: \$85,577.40, Expenses: \$0. Filed by Attorney Juliana Hoffman Objections due by 6/17/2021. filed by Financial Advisor FTI Consulting, Inc., 2383 Application for compensation (<i>Nineteenth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from April 1, 2021 Through April 30, 2021</i>) for Pachulski Stang Ziehl & Jones LLP, Debtor's Attorney, Period: 4/1/2021 to 4/30/2021, Fee: \$1,286,897.00, Expenses: \$8,173.58. Filed by Other Professional Pachulski Stang Ziehl & Jones LLP, 2388 Order approving stipulation and agreed order authorizing withdrawal of proofs of claims No. 38 and No. 39 (RE: related document(s) 2365 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 5/27/2021 (Okafor, M.), 2389 Order approving Debtor's settlement with UBS Securities LLC and UBS AG London Branch and authorizing actions consistent therewith (related document 2199) Entered on 5/27/2021. (Okafor, M.)). (Kass, Albert)
06/02/2021	● 2466 (2 pgs) Circuit Court Order granting motions for certification to court of appeals (Related Doc # 2033) Entered on 6/2/2021. IT IS ORDERED that the motion of Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Incorporated, and NexPoint Strategic Opportunities Fund for leave to appeal under 28 U.S.C. § 158(d) is GRANTED. IT IS FURTHER ORDERED that the motion of James Dondero for leave to appeal under 28 U.S.C. § 158(d) is GRANTED. IT IS FURTHER ORDERED that the motion of Get Good Trust and The Dugaboy Investment Trust for leave to appeal under 28 U.S.C. § 158(d) is GRANTED. USCA Circuit Court Case: 21-10449 (Whitaker, Sheniqua) (Entered: 06/21/2021)
06/03/2021	● 2400 (70 pgs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from March 1, 2021 through March 31, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). (Annable, Zachery)
06/03/2021	● 2401 (5 pgs) Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 through April 30, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALS UTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Annable, Zachery)
06/03/2021	● 2402 (7 pgs) Certificate of service re: <i>1) Amended Notice of Hearing; and 2) Debtor's Motion for Entry of an Order Authorizing Payment of a Restructuring Fee to James P. Seery, Jr., the Debtor's Chief Executive Officer and Chief Restructuring Officer</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2393 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2229 Motion to borrow/incur debt (<i>Debtor's Motion for Entry</i>

	<p>of an Order (H) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/25/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2229, filed by Debtor Highland Capital Management, L.P., 2395 Motion to pay (Debtor's Motion for Entry of an Order Authorizing Payment of a Restructuring Fee to James P. Seery, Jr., the Debtor's Chief Executive Officer and Chief Restructuring Officer) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/04/2021	<p>● 2403 (12 pgs) Objection to (related document(s): 2229 Motion to borrow/incur debt (Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Rel a filed by Debtor Highland Capital Management, L.P.) Preliminary Objection filed by Creditor The Dugaboy Investment Trust. (Draper, Douglas)</p>
06/04/2021	<p>● 2404 (5 pgs) Declaration re: (Disclosure Declaration of Ordinary Course Professional) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 Document). (Annable, Zachery)</p>
06/04/2021	<p>● 2405 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2395 Motion to pay (Debtor's Motion for Entry of an Order Authorizing Payment of a Restructuring Fee to James P. Seery, Jr., the Debtor's Chief Executive Officer and Chief Restructuring Officer) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/25/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2395, (Annable, Zachery)</p>
06/04/2021	<p>● 2406 (2 pgs) Response opposed to (related document(s): 2304 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 1725 Order on motion to extend/shorten time) filed by Debtor Highland Capital Management, L.P.) filed by Interested Party James Dondero. (Howell, William)</p>
06/04/2021	<p>● 2407 (6 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2248 Motion to Reconsider (related documents 854 Order on application to employ) Filed by Plaintiffs CLO Holdco, Ltd., The Charitable DAF Fund, L.P. (Ecker, C.), 2255 Order requiring violators to show cause why they should not be held in civil contempt for violating two court orders (related document 2247) Show Cause hearing to be held on 6/8/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Show Cause hearing to be held on 6/8/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Any response should be filed by May 21, 2021. Entered on 4/29/2021. (Okafor, M.), 2304 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 1725 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/8/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 2255 and for 2248 and for 2304, (Annable, Zachery)</p>
06/04/2021	<p>● 2408 (3 pgs) Certificate of service re: (Supplemental) 1) Debtor's Motion for Entry of an Order Further Extending the Period Within Which It May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure; and 2) Notice of Hearing Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2304 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 1725 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 2307 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2304 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 1725 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/8/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 2304, filed by Debtor Highland Capital Management, L.P., 2337 Certificate of service re: Documents Served on May 14, 2021 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2304 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 1725 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 2306 Application to employ Teneo Capital, LLC as Litigation Advisor to the Official Committee of Unsecured Creditors as Other Professional Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments:</p>

	<p># 1 Exhibit # 2 Exhibit) filed by Creditor Committee Official Committee of Unsecured Creditors, 2307 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2304 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)1725 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/8/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 2304, filed by Debtor Highland Capital Management, L.P., 2308 Omnibus Reply to (related document(s): 2268 Objection filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, 2293 Objection filed by Creditor The Dugaboy Investment Trust, 2295 Objection filed by Interested Party James Dondero) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8) filed by Debtor Highland Capital Management, L.P., 2311 Response opposed to (related document(s): 2248 Motion to Reconsider(related documents 854 Order on application to employ) filed by Plaintiff The Charitable DAF Fund, L.P., Plaintiff CLO Holdco, Ltd.) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2315 Joinder by to <i>Debtors Objection to Motion for Modification of Order Authorizing Appointment of James P. Seery, Jr. Due to Lack of Subject Matter Jurisdiction</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2311 Response). filed by Creditor Committee Official Committee of Unsecured Creditors). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
06/04/2021	<p>2409 (5 pgs) Certificate of service re: <i>Eighteenth Monthly Application of Sidley Austin LLP for Allowance of Compensation and Reimbursement of Expenses for the Period from April 1, 2021 Through April 30, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2396 Application for compensation <i>Sidley Austin LLP's Eighteenth Monthly Application for Compensation for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 4/1/2021 to 4/30/2021, Fee: \$417,427.20, Expenses: \$21,694.88.</i> Filed by Attorney Juliana Hoffman Objections due by 6/22/2021. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
06/05/2021	<p>2410 (1192 pgs; 54 docs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2255 Order on motion to show cause). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36 # 37 Exhibit 37 # 38 Exhibit 38 # 39 Exhibit 39 # 40 Exhibit 40 # 41 Exhibit 41 # 42 Exhibit 42 # 43 Exhibit 43 # 44 Exhibit 44 # 45 Exhibit 45 # 46 Exhibit 46 # 47 Exhibit 47 # 48 Exhibit 48 # 49 Exhibit 49 # 50 Exhibit 50 # 51 Exhibit 51 # 52 Exhibit 52 # 53 Exhibit 53) (Annable, Zachery)</p>
06/05/2021	<p>2411 (309 pgs; 44 docs) Witness and Exhibit List filed by CLO Holdco, Ltd., The Charitable DAF Fund, L.P., Respondent Mark Patrick (RE: related document(s)2255 Order on motion to show cause). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36 # 37 Exhibit 37 # 38 Exhibit 38 # 39 Exhibit 39 # 40 Exhibit 40 # 41 Exhibit 41 # 42 Exhibit 42 # 43 Exhibit 43) (Phillips, Louis)</p>
06/05/2021	<p>2412 (1192 pgs; 20 docs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2248 Motion to Reconsider(related documents 854 Order on application to employ)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19) (Annable, Zachery)</p>
06/06/2021	<p>2414 (5 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s)2398 Notice of appeal <i>and Statement of Election.</i> filed by Get Good Trust, The Dugaboy Investment Trust (RE: related</p>

	document(s) 2389 Order on motion to compromise controversy). Appellant Designation due by 06/16/2021.) (Attachments: # 1 Service List) (Whitaker, Sheniqua)
06/06/2021	2415 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s) 2398 Notice of appeal <i>and Statement of Election</i> . filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s) 2389 Order on motion to compromise controversy). (Whitaker, Sheniqua)
06/06/2021	2416 (58 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-01295-X. (RE: related document(s) 2398 Notice of appeal <i>and Statement of Election</i> . filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s) 2389 Order on motion to compromise controversy). (Whitaker, Sheniqua)
06/07/2021	2417 (10 pgs) Notice (<i>Notice of Proposed Order</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2248 Motion to Reconsider(related documents 854 Order on application to employ) Filed by Plaintiffs CLO Holdco, Ltd., The Charitable DAF Fund, L.P. (Ecker, C.)). (Annable, Zachery)
06/07/2021	2418 (23 pgs; 3 docs) Declaration re: (<i>Declaration of Jeffrey N. Pomerantz</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2417 Notice (generic)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (Annable, Zachery)
06/07/2021	2419 (249 pgs; 3 docs) Amended Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2412 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 16 # 2 Exhibit 17) (Annable, Zachery)
06/07/2021	2420 (170 pgs; 4 docs) Amended Witness and Exhibit List <i>Exhibits 44, 45, 46</i> filed by CLO Holdco, Ltd., The Charitable DAF Fund, L.P. (RE: related document(s) 2411 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 44 # 2 Exhibit 45 # 3 Exhibit 46) (Sbaiti, Mazin)
06/07/2021	2421 (63 pgs; 3 docs) Amended Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2410 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 54 # 2 Exhibit 55) (Annable, Zachery)
06/08/2021	2422 (1 pg) Request for transcript regarding a hearing held on 6/8/2021. The requested turn-around time is hourly. (Edmond, Michael)
06/08/2021	2423 (249 pgs) Amended Witness and Exhibit List (<i>Second Amended</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2419 List (witness/exhibit/generic)). (Hayward, Melissa)
06/08/2021	2424 (22 pgs; 2 docs) Reply to (related document(s): 2341 Response filed by Debtor Highland Capital Management, L.P.) <i>Reply to Debtor's Opposition to Motion to Compel Compliance with Bankruptcy Rule 2015.3</i> filed by Get Good Trust, The Dugaboy Investment Trust. (Attachments: # 1 Exhibit 1) (Draper, Douglas)
06/08/2021	2425 (5 pgs) Certificate of service re: Reply to Debtor's Opposition to Motion to Compel Compliance with Bankruptcy Rule 2015.3 filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s) 2424 Reply). (Draper, Douglas)
06/08/2021	2426 (7 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 2306 Application to employ Teneo Capital, LLC as Litigation Advisor to the Official Committee of Unsecured Creditors as Other Professional). (Hoffman, Juliana)

06/08/2021	<p>● 2427 (3 pgs) Certificate of service re: [<i>Customized for Rule 3001(e)(2) or 3001(e)(4)</i>] Notice of Transfer of Claim Pursuant to F.R.B.P. 3001(e)(2) or 3001(e)(4) [Re Docket Nos. 2211 and 2215] Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2211 Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Acis Capital Management GP, LLC (Claim No. 23, Amount \$23,000,000.00) To ACMLP Claim, LLC. Filed by Creditor Acis Capital Management GP, LLC. filed by Creditor Acis Capital Management GP, LLC, 2215 Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: ACMLP Claim, LLC (Claim No. 23, Amount \$23,000,000.00) To Muck Holdings LLC. Filed by Creditor Muck Holdings LLC. filed by Creditor Muck Holdings LLC). (Kass, Albert)</p>
06/08/2021	<p>● 2428 (7 pgs) Certificate of service re: 1) Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from March 1, 2021 Through March 31, 2021; and 2) Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to April 30, 2021 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2400 Notice (Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from March 1, 2021 through March 31, 2021) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). filed by Debtor Highland Capital Management, L.P., 2401 Notice (Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 through April 30, 2021) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/08/2021	<p>● 2430 Hearing held on 6/8/2021. (RE: related document(s)2255 Order requiring violators to show cause why they should not be held in civil contempt for violating two court orders (related document 2247) Show Cause hearing to be held on 6/8/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. (Appearances: J. Morris, J. Pomeranz, and G. Demo for Debtor; M. Sbati and J. Bridges for DAF and CLO Holdco, Ltd.; L. Phillips and M. Anderson for Mark Patrick; C. Taylor for J. Dondero; M. Clemente for UCC. Evidentiary hearing. Court took matter under advisement.) (Edmond, Michael)</p>
06/08/2021	<p>● 2431 Hearing held on 6/8/2021. (RE: related document(s)2304 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)1725 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Morris, J. Pomeranz, and G. Demo for Debtor; M. Sbati and J. Bridges for DAF and CLO Holdco, Ltd.; L. Phillips and M. Anderson for Mark Patrick; C. Taylor and J. Wilson for J. Dondero; M. Clemente for UCC. Nonevidentiary hearing. Court granted 90-day continuance without prejudice. Counsel to upload order.) (Edmond, Michael)</p>
06/08/2021	<p>● 2519 (1 pg) Court admitted exhibits date of hearing June 8, 2021 (RE: related document(s)2255 Order requiring violators to show cause why they should not be held in civil contempt for violating two court orders (related document 2247) Show Cause hearing to be held on 6/8/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Show Cause hearing to be held on 6/8/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. (COURT ADMITTED DEBTOR'S EXHIBIT'S #12 THROUGH #55 THAT APPEAR AT DOC. #2410 BY JOHN MORRIS; (NOTE* EXHIBIT'S #1 THROUGH #11 WERE NOT ADMITTED) & THE COURT ADMITTED DEFENDANT'S EXHIBIT'S #1, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #15, #16, #17, #18, #19, #20, #21, #22, #23, #24, #25, #26, #27, #28, & #30 THROUGH #44 ALL ADMITTED BY LOUIS PHILLIPS; (NOTE* EXHIBIT'S #13, #14 & #29 WERE NOT ADMITTED) (Edmond, Michael) Modified on 10/22/2021 (Edmond, Michael). (Entered: 07/02/2021)</p>
06/09/2021	<p>● 2432 (1 pg) Transmittal of record on appeal to U.S. District Court . Complete record on appeal . ,Transmitted: Volume 1, Mini Record. Number of appellant volumes: 54 . Civil Case Number: 3:21-CV-00538-N (RE: related document(s)1957 Notice of appeal) (Blanco, J.)</p>

06/09/2021	<p>● 2433 (5 pgs) Notice of docketing record on appeal. 3:21-cv-00538-N (RE: related document(s)1957 Notice of appeal) (Blanco, J.)</p>
06/09/2021	<p>● 2434 (16 pgs) Certificate of service re: 1) <i>Disclosure Declaration of Ordinary Course Professional</i>; 2) <i>Notice of Hearing</i>; and 3) <i>Amended Notice of Hearing</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2404 Declaration re: (<i>Disclosure Declaration of Ordinary Course Professional</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). filed by Debtor Highland Capital Management, L.P., 2405 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2395 Motion to pay (<i>Debtor's Motion for Entry of an Order Authorizing Payment of a Restructuring Fee to James P. Seery, Jr., the Debtor's Chief Executive Officer and Chief Restructuring Officer</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/25/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2395, filed by Debtor Highland Capital Management, L.P., 2407 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2248 Motion to Reconsider(related documents 854 Order on application to employ) Filed by Plaintiffs CLO Holdco, Ltd., The Charitable DAF Fund, L.P. (Ecker, C.), 2255 Order requiring violators to show cause why they should not be held in civil contempt for violating two court orders (related document 2247) Show Cause hearing to be held on 6/8/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Show Cause hearing to be held on 6/8/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. Any response should be filed by May 21, 2021. Entered on 4/29/2021. (Okafor, M.), 2304 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)1725 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/8/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 2255 and for 2248 and for 2304, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/09/2021	<p>● 2435 (9 pgs) Certificate of service re: 1) <i>Debtor's Witness and Exhibit List with Respect to Evidentiary Hearing to be Held on June 8, 2021</i>; and 2) <i>Debtor's Witness and Exhibit List with Respect to Evidentiary Hearing to be Held on June 8, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2410 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2255 Order on motion to show cause). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36 # 37 Exhibit 37 # 38 Exhibit 38 # 39 Exhibit 39 # 40 Exhibit 40 # 41 Exhibit 41 # 42 Exhibit 42 # 43 Exhibit 43 # 44 Exhibit 44 # 45 Exhibit 45 # 46 Exhibit 46 # 47 Exhibit 47 # 48 Exhibit 48 # 49 Exhibit 49 # 50 Exhibit 50 # 51 Exhibit 51 # 52 Exhibit 52 # 53 Exhibit 53) filed by Debtor Highland Capital Management, L.P., 2412 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2248 Motion to Reconsider(related documents 854 Order on application to employ)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/09/2021	<p>● 2436 (14 pgs) Certificate of service re: <i>Documents Served on June 7, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2417 Notice (<i>Notice of Proposed Order</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2248 Motion to Reconsider(related documents 854 Order on application to employ) Filed by Plaintiffs CLO Holdco, Ltd., The Charitable DAF Fund, L.P. (Ecker, C.)). filed by Debtor Highland Capital Management, L.P., 2418 Declaration re: (<i>Declaration of Jeffrey N. Pomerantz</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2417 Notice (generic)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) filed by Debtor Highland Capital Management, L.P., 2419 Amended Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2412 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 16 # 2 Exhibit 17) filed by Debtor Highland Capital Management, L.P., 2421 Amended Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2410 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 54 # 2 Exhibit 55) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>

06/09/2021	<p>● 2437 (7 pgs) Certificate of service re: <i>Debtor's Second Amended Witness and Exhibit List with Respect to Evidentiary Hearing to be Held on June 8, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2423 Amended Witness and Exhibit List (<i>Second Amended</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2419 List (witness/exhibit/generic)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/09/2021	<p>● 2438 (16 pgs) BNC certificate of mailing. (RE: related document(s)2415 Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)2398 Notice of appeal <i>and Statement of Election</i>. filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2389 Order on motion to compromise controversy).) No. of Notices: 1. Notice Date 06/09/2021. (Admin.)</p>
06/10/2021	<p>● 2439 (4 pgs) Amended Notice of hearing filed by Plaintiffs CLO Holdco, Ltd., The Charitable DAF Fund, L.P. (RE: related document(s)2248 Motion to Reconsider(related documents 854 Order on application to employ) Filed by Plaintiffs CLO Holdco, Ltd., The Charitable DAF Fund, L.P. (Ecker, C.)). Hearing to be held on 6/11/2021 at 10:00 AM at https://us-courts.webex.com/meet/jerniga for 2248, (Sbaiti, Mazin)</p>
06/10/2021	<p>● 2440 (298 pgs) Transcript regarding Hearing Held 06/08/2021 (298 pages) RE: Show Cause Hearing (2255); Motion to Modify Order (2248); Motion to Extend Time (2304). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 09/8/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 2430 Hearing held on 6/8/2021. (RE: related document(s)2255 Order requiring violators to show cause why they should not be held in civil contempt for violating two court orders (related document 2247) Show Cause hearing to be held on 6/8/2021 at 09:30 AM at Dallas Judge Jernigan Ctrm. (Appearances: J. Morris, J. Pomeranz, and G. Demo for Debtor; M. Sbati and J. Bridges for DAF and CLO Holdco, Ltd.; L. Phillips and M. Anderson for Mark Patrick; C. Taylor for J. Dondero; M. Clemente for UCC. Evidentiary hearing. Court took matter under advisement.), 2431 Hearing held on 6/8/2021. (RE: related document(s)2304 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)1725 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Morris, J. Pomeranz, and G. Demo for Debtor; M. Sbati and J. Bridges for DAF and CLO Holdco, Ltd.; L. Phillips and M. Anderson for Mark Patrick; C. Taylor and J. Wilson for J. Dondero; M. Clemente for UCC. Nonevidentiary hearing. Court granted 90-day continuance without prejudice. Counsel to upload order.)). Transcript to be made available to the public on 09/8/2021. (Rehling, Kathy)</p>
06/10/2021	<p>● 2441 (3 pgs; 2 docs) Agreed Motion to continue hearing on (related documents 2248 Motion to Reconsider) Filed by Plaintiff The Charitable DAF Fund, L.P. (Attachments: # 1 Proposed Order) (Sbaiti, Mazin)</p>
06/10/2021	<p>● 2442 Hearing held on 6/10/2021. (RE: related document(s)2256 Motion to compel Compliance with Bankruptcy Rule 2015.3. filed by Get Good Trust, The Dugaboy Investment Trust., (Appearances: D. Draper for Trusts; J. Pomeranz and J. Morris for Debtor; M. Clemente for UCC. Nonevidentiary hearing. Motion continued for another hearing in early September (counsel should contact CRD for a setting). If Effective Date occurs before then, matter will be moot; if Effective Date has not occurred by then, court will consider motion further. Mr. Pomeranz should upload an order consistent with the courts ruling. Court will separately be issuing an order requiring: (a) Trust representative to appear at all future hearings in which Trusts take positions; and (b) certain information from Dondero-related entities for clarification of their standing.) (Edmond, Michael) (Entered: 06/11/2021)</p>
06/11/2021	<p>● Receipt Number 338903, Fee Amount \$207.00 - Filing Fee for Direct Appeal to Fifth Circuit Court of Appeals paid by K&L Gates LLP (RE: related document(s)1966 Notice of appeal . Fee Amount \$298 filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc.,</p>

	Next Joint Strategic Opportunities Fund (RE: related document(s) 2442 Order confirming chapter 11 plan). Appellant Designation due by 03/17/2021. (Hogewood, A.)) (Floyd, K)
06/11/2021	2443 (3 pgs) Order granting application to employ Teneo Capital, LLC as litigation advisor to the Official Committee of Unsecured Creditors effective April 15, 2021 (related document # 2306) Entered on 6/11/2021. (Okafor, M.)
06/11/2021	2444 (1 pg) Request for transcript regarding a hearing held on 6/10/2021. The requested turn-around time is hourly. (Edmond, Michael)
06/12/2021	2445 (91 pgs) Transcript regarding Hearing Held 06/10/2021 (91 pages) RE: Motion to Compel Compliance (2256). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 09/10/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 2442 Hearing held on 6/10/2021. (RE: related document(s) 2256 Motion to compel Compliance with Bankruptcy Rule 2015.3. filed by Get Good Trust, The Dugaboy Investment Trust., (Appearances: D. Draper for Trusts; J. Pomeranz and J. Morris for Debtor; M. Clemente for UCC. Nonevidentiary hearing. Motion continued for another hearing in early September (counsel should contact CRD for a setting). If Effective Date occurs before then, matter will be moot; if Effective Date has not occurred by then, court will consider motion further. Mr. Pomeranz should upload an order consistent with the courts ruling. Court will separately be issuing an order requiring: (a) Trust representative to appear at all future hearings in which Trusts take positions; and (b) certain information from Dondero-related entities for clarification of their standing.)). Transcript to be made available to the public on 09/10/2021. (Rehling, Kathy)
06/14/2021	2446 Receipt Number 338904, Fee Amount \$207.00 - Filing fee for Direct Appeal to Fifth Circuit Court of Appeals paid by Heller, Draper, Patrick, Horn & Dabney, LLC (Fifth Circuit Docket No. 21-10449) (RE: related document(s) 2014 Amended notice of appeal filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust.(RE: related document(s) 1943 Order confirming chapter 11 plan)).
06/14/2021	2446 (4 pgs) Second Notice of hearing filed by Plaintiffs CLO Holdco, Ltd., The Charitable DAF Fund, L.P. (RE: related document(s) 2248 Motion to Reconsider(related documents 854 Order on application to employ) Filed by Plaintiffs CLO Holdco, Ltd., The Charitable DAF Fund, L.P. (Ecker, C.)). Hearing to be held on 6/25/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2248 , (Sbaiti, Mazin)
06/14/2021	2447 (14 pgs) Notice to take deposition of Trussway Industries, LLC filed by Creditor The Dugaboy Investment Trust. (Draper, Douglas)
06/14/2021	2448 (14 pgs) Notice to take deposition of Highland Capital Management, LP filed by Creditor The Dugaboy Investment Trust. (Draper, Douglas)
06/15/2021	2449 (7 pgs) Certificate of service re: <i>Order Pursuant to Section 1103 of the Bankruptcy Code Authorizing the Employment and Retention of Teneo Capital, LLC as Litigation Advisor to the Official Committee of Unsecured Creditors Effective April 15, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2443 Order granting application to employ Teneo Capital, LLC as litigation advisor to the Official Committee of Unsecured Creditors effective April 15, 2021 (related document 2306) Entered on 6/11/2021. (Okafor, M.)). (Kass, Albert)
06/15/2021	2450 (3 pgs) Certificate of service re: <i>(Supplemental) [Customized for Rule 3001(e)(2) or 3001(e)(4)] Notice of Transfer of Claim Pursuant to F.R.B.P. 3001(e)(2) or 3001(e)(4) [Re Docket Nos. 2211]</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2211 Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Acis Capital Management GP, LLC (Claim No. 23, Amount \$23,000,000.00) To ACMLP Claim, LLC. Filed by Creditor Acis Capital Management GP, LLC. filed by Creditor Acis Capital Management GP, LLC, 2427 Certificate of service

	<p>re. [Customized for Rule 3001(e)(2) or 3001(e)(4)] Notice of Transfer of Claim Pursuant to F.R.B.I. 3001(e)(2) or 3001(e)(4) [Re Docket Nos. 2211 and 2215] Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2211 Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Acis Capital Management GP, LLC (Claim No. 23, Amount \$23,000,000.00) To ACMLP Claim, LLC. Filed by Creditor Acis Capital Management GP, LLC. filed by Creditor Acis Capital Management GP, LLC, 2215 Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: ACMLP Claim, LLC (Claim No. 23, Amount \$23,000,000.00) To Muck Holdings LLC. Filed by Creditor Muck Holdings LLC. filed by Creditor Muck Holdings LLC). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
06/16/2021	<p>2451 (2 pgs) Statement of issues on appeal, filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2389 Order on motion to compromise controversy). (Draper, Douglas)</p>
06/16/2021	<p>2452 (5 pgs) Appellant designation of contents for inclusion in record on appeal filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2398 Notice of appeal, 2451 Statement of issues on appeal). Appellee designation due by 06/30/2021. (Draper, Douglas)</p>
06/16/2021	<p>2453 (2 pgs) Order Further Extending Period Within Which The Debtor May Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (related document:# 2304 Motion to extend time.) Entered on 6/16/2021. (Okafor, M.)</p>
06/16/2021	<p>2454 (234 pgs; 3 docs) Amended Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2421 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 23 # 2 Exhibit 24) (Annable, Zachery)</p>
06/16/2021	<p>2455 (29 pgs) Support/supplemental document (<i>Notice of Final Term Sheet</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2229 Motion to borrow/incure debt (<i>Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Relat.</i> (Annable, Zachery)</p>
06/16/2021	<p>2456 (2 pgs) Order granting unopposed emergency motion to continue hearing on (related document # 2441) (related documents Motion to Reconsider(related documents 854 Order on application to employ)) Hearing to be held on 6/25/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2248, Entered on 6/16/2021. (Okafor, M.)</p>
06/17/2021	<p>2457 (1 pg) Clerk's correspondence requesting exhibits from attorney for appellant. (RE: related document(s)2452 Appellant designation of contents for inclusion in record on appeal filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2398 Notice of appeal, 2451 Statement of issues on appeal). Appellee designation due by 06/30/2021.) Responses due by 6/21/2021. (Blanco, J.)</p>
06/17/2021	<p>2458 (3 pgs) Order requiring a trustee of The Dugaboy Investment Trust and the The Get Good Trust to appear at all hearings in the bankruptcy case and adversary cases in which they take positions. Entered on 6/17/2021 (Okafor, M.)</p>
06/17/2021	<p>2459 (9 pgs; 2 docs) Motion for leave to Amend the Designation of Record Pursuant to Fed. R. Bankr. P. 8009 (related document(s) 2452 Appellant designation) Filed by Get Good Trust, The Dugaboy Investment Trust (Attachments: # 1 Exhibit A) (Draper, Douglas)</p>
06/18/2021	<p>2460 (13 pgs) Order Requiring Disclosures (RE: related document(s)3 Chapter 11 Voluntary Petition . Fee Amount \$1717. filed by Debtor Highland Capital Management, L.P.). Within 21 days of the entry of this Order, the Non-Debtor Dondero-Related Entities named in this Order shall file a Notice in this case disclosing thereon: (a) who owns the entity (showing percentages);10 (b) whether Mr. Dondero or his family trusts have either a direct or indirect ownership interest in the entity and, if so, what percentage of ultimate ownership; (c) who are the officers, directors, managers and/or trustees of the Non-Debtor</p>

	Dondero-Related Entity"; and (d) whether the entity is a creditor of the Debtor (explaining in reasonable detail the amount and substance of its claims). Entered on 6/18/2021 (Okafor, M.)
06/18/2021	<p>● 2461 (43 pgs) Application for compensation (<i>Twelfth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from December 1, 2020 through December 31, 2020</i>) for Hayward PLLC, Debtor's Attorney, Period: 12/1/2020 to 12/31/2020, Fee: \$43,270.00, Expenses: \$1,693.45. Filed by Other Professional Hayward PLLC (Annable, Zachery)</p>
06/18/2021	<p>● 2464 (8 pgs) Certificate of No Objection Regarding Debtor's Third Omnibus Objection to Certain No-Liability Claims filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2059 Objection to claim). (Annable, Zachery)</p>
06/21/2021	<p>● 2465 (22 pgs) Certificate of service re: 1) <i>Order Further Extending Period Within Which the Debtor May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure</i>; 2) <i>Debtor's Second Amended Witness and Exhibit List with Respect to Evidentiary Hearing to be Held on June 8, 2021</i>; and 3) <i>Notice of Final Term Sheet</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2453 <i>Order Further Extending Period Within Which The Debtor May Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure</i> (related document:2304 <i>Motion to extend time.</i>) Entered on 6/16/2021. (Okafor, M.), 2454 <i>Amended Witness and Exhibit List</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2421 <i>List (witness/exhibit/generic)</i>). (Attachments: # 1 Exhibit 23 # 2 Exhibit 24) filed by Debtor Highland Capital Management, L.P., 2455 <i>Support/supplemental document (Notice of Final Term Sheet)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2229 <i>Motion to borrow/incur debt (Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Rela.</i> filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/21/2021	<p>● 2467 (9 pgs) Supplemental Objection to (related document(s): 2229 <i>Motion to borrow/incur debt (Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Rela</i> filed by Debtor Highland Capital Management, L.P.) filed by Creditor The Dugaboy Investment Trust. (Draper, Douglas)</p>
06/21/2021	<p>● 2468 (4 pgs) First Order sustaining Debtor's third omnibus objection to certain no liability claims (RE: related document(s)2059 <i>Objection to claim</i> filed by Debtor Highland Capital Management, L.P.). Entered on 6/21/2021 (Okafor, M.)</p>
06/22/2021	<p>● 2469 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s)2280 <i>Motion to file document under seal. Appendix in Support of Response to Motion to Disqualify</i> Filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Appendix)) Responses due by 6/29/2021. (Ecker, C.)</p>
06/22/2021	<p>● 2470 (3 pgs) Certificate No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2383 <i>Application for compensation (Nineteenth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from April 1, 2021 Through April 30, 2021)</i> for Pachulsk). (Pomerantz, Jeffrey)</p>
06/22/2021	<p>● 2471 (4 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)2382 <i>Application for compensation Eighteenth Monthly Application for Compensation</i> for FTI Consulting, Inc., Financial Advisor, Period: 4/1/2021 to 4/30/2021, Fee: \$85,577.40, Expenses: \$0.). (Hoffman, Juliana)</p>
06/22/2021	<p>● 2472 (28 pgs; 4 docs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2395 <i>Motion to pay (Debtor's Motion for Entry of an Order Authorizing Payment</i></p>

06/22/2021	<p>2473 (36 pgs; 5 docs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2229 Motion to borrow/incur debt (<i>Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Relat</i>). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4) (Annable, Zachery)</p>
06/23/2021	<p>2474 (2 pgs) Order granting motion for leave to amend the Designation of Record Pursuant to Fed. R. Bankr. P. 8009 (related document # 2459) Entered on 6/23/2021. (Okafor, M.)</p>
06/23/2021	<p>2475 (228 pgs; 12 docs) Witness and Exhibit List with Certificate of Service filed by Creditor The Dugaboy Investment Trust (RE: related document(s)2229 Motion to borrow/incur debt (<i>Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Relat</i>). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4A # 5 Exhibit 4B # 6 Exhibit 5 # 7 Exhibit 6 # 8 Exhibit 7 # 9 Exhibit 8 # 10 Exhibit 9 # 11 Exhibit 10) (Draper, Douglas)</p>
06/23/2021	<p>2476 (26 pgs; 5 docs) Reply to (related document(s): 2403 Objection filed by Creditor The Dugaboy Investment Trust, 2467 Objection filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D) (Annable, Zachery). Related document(s) 2229 Motion to borrow/incur debt (<i>Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Relat</i> filed by Debtor Highland Capital Management, L.P.. Modified on 6/24/2021 (Ecker, C.).</p>
06/23/2021	<p>2477 (56 pgs; 6 docs) Amended Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2473 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 5 # 3 Exhibit 6 # 4 Exhibit 7 # 5 Exhibit 8) (Annable, Zachery)</p>
06/23/2021	<p>2478 (31 pgs) Certificate of service re: 1) <i>Order Requiring Disclosures</i>; 2) <i>Twelfth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from December 1, 2020 Through December 31, 2020</i>; and 3) <i>Certification of No Objection Regarding Debtor's Third Omnibus Objection to Certain No Liability Claims [No Responses Filed]</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2460 Order Requiring Disclosures (RE: related document(s)3 Chapter 11 Voluntary Petition. Fee Amount \$1717. filed by Debtor Highland Capital Management, L.P.). Within 21 days of the entry of this Order, the Non-Debtor Dondero-Related Entities named in this Order shall file a Notice in this case disclosing thereon: (a) who owns the entity (showing percentages);10 (b) whether Mr. Dondero or his family trusts have either a direct or indirect ownership interest in the entity and, if so, what percentage of ultimate ownership; (c) who are the officers, directors, managers and/or trustees of the Non-Debtor Dondero-Related Entity; and (d) whether the entity is a creditor of the Debtor (explaining in reasonable detail the amount and substance of its claims). Entered on 6/18/2021 (Okafor, M.), 2461 Application for compensation (<i>Twelfth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from December 1, 2020 through December 31, 2020</i>) for Hayward PLLC, Debtor's Attorney, Period: 12/1/2020 to 12/31/2020, Fee: \$43,270.00, Expenses: \$1,693.45. Filed by Other Professional Hayward PLLC filed by Other Professional Hayward PLLC, 2464 Certificate of No Objection Regarding Debtor's Third Omnibus Objection to Certain No-Liability Claims filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2059 Objection to claim). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/23/2021	<p>2479 (21 pgs) Certificate of service re: <i>First Order Sustaining Debtor's Third Omnibus Objection to Certain No Liability Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2468 First Order sustaining Debtor's third omnibus objection to certain no liability claims (RE: related document(s)2059 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 6/21/2021 (Okafor, M.)). (Kass, Albert)</p>

06/24/2021	<p>● 2480 (749 pgs) Application for compensation <i>Fourth Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from December 1, 2020 through April 30, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 12/1/2020 to 4/30/2021, Fee: \$7,527,021.50, Expenses: \$80,299.92. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 7/15/2021. (Pomerantz, Jeffrey)</p>
06/24/2021	<p>● 2481 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2480 Application for compensation <i>Fourth Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from December 1, 2020 through April 30, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 12/1/2020 to 4/30/2021, Fee: \$7,527,021.50, Expenses: \$80,299.92. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 7/15/2021.). Hearing to be held on 7/19/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 2480, (Pomerantz, Jeffrey)</p>
06/24/2021	<p>● 2482 (4 pgs) Declaration re: (<i>Supplemental Declaration of Timothy F. Silva in Support of Debtor's Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment of Wilmer Cutler Pickering Hale and Dorr LLP as Regulatory and Compliance Counsel</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)605 Application to employ Wilmer Cutler Pickering Hale and Dorr LLP as Special Counsel (<i>Debtor's Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment</i>). (Annable, Zachery)</p>
06/25/2021	<p>● 2483 (12 pgs) Certificate of service re: 1) <i>Debtor's Witness and Exhibit List with Respect to Evidentiary Hearing to be Held on June 25, 2021 re: Debtors Motion for Entry of an Order Authorizing Payment of a Restructuring Fee to James P. Seery, Jr., the Debtors Chief Executive Officer and Chief Restructuring Officer; and 2) Debtor's Witness and Exhibit List with Respect to Evidentiary Hearing to be Held on June 25, 2021 re: Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter Into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2472 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2395 Motion to pay (<i>Debtor's Motion for Entry of an Order Authorizing Payment of a Restructuring Fee to James P. Seery, Jr., the Debtor's Chief Executive Officer and Chief Restructuring Officer</i>)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3) filed by Debtor Highland Capital Management, L.P., 2473 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2229 Motion to borrow/incur debt (<i>Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Relat</i>). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/25/2021	<p>● 2484 (11 pgs) Certificate of service re: 1) <i>Debtor's Reply in Support of Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter Into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief; and 2) Debtor's Amended Witness and Exhibit List with Respect to Evidentiary Hearing to be Held on June 25, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2476 Reply to (related document(s): 2403 Objection filed by Creditor The Dugaboy Investment Trust, 2467 Objection filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D) (Annable, Zachery). Related document(s) 2229 Motion to borrow/incur debt (<i>Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Relat</i>) filed by Debtor Highland Capital Management, L.P. Modified on 6/24/2021 (Ecker, C.). filed by Debtor Highland Capital Management, L.P., 2477 Amended Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2473 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 5 # 3 Exhibit 6 # 4 Exhibit 7 # 5 Exhibit 8) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/25/2021	<p>● 2485 (8 pgs) Amended U.S. Trustee's appointment of committee of <i>Unsecured Creditors</i> (Lambert,</p>

	Lisa)
06/25/2021	<p>● 2486 (6 pgs) Certificate of service re: U.S. Trustee's Amended Appointment of Committee of Unsecured Creditors filed by U.S. Trustee United States Trustee (RE: related document(s)2485 UST appointment of committee). (Lambert, Lisa)</p>
06/25/2021	<p>● 2487 Hearing held on 6/25/2021. (RE: related document(s)2229 Motion to borrow/incur debt (Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief) filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz and J. Morris for Debtor; D. Draper for Dugaboy; J. Bridges and M. Sbati for CLO Holdco and DAF; M. Clemente for Unsecured Creditors Committee. Evidentiary hearing. Motion approved. Counsel to upload order.) (Edmond, Michael)</p>
06/25/2021	<p>● 2488 INCORRECT ENTRY (corrected by DE 2490) Hearing held on 6/25/2021. (RE: related document(s)2248 Motion to Reconsider(related documents 854 Order on application to employ) Filed by Plaintiffs CLO Holdco, Ltd. , The Charitable DAF Fund, L.P., (Appearances: J. Pomeranz and J. Morris for Debtor; D. Draper for Dugaboy; J. Bridges and M. Sbati for CLO Holdco and DAF; M. Clemente for Unsecured Creditors Committee. Evidentiary hearing. Motion approved. Counsel to upload order.) (Edmond, Michael) Modified on 6/29/2021 (Ellison, T.).</p>
06/25/2021	<p>● 2489 Hearing held on 6/25/2021. (RE: related document(s)2395 Motion to pay (Debtor's Motion for Entry of an Order Authorizing Payment of a Restructuring Fee to James P. Seery, Jr., the Debtor's Chief Executive Officer and Chief Restructuring Officer) filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz and J. Morris for Debtor; D. Draper for Dugaboy; J. Bridges and M. Sbati for CLO Holdco and DAF; M. Clemente for Unsecured Creditors Committee. Evidentiary hearing. Motion approved. Counsel to upload order.) (Edmond, Michael)</p>
06/25/2021	<p>● 2490 Hearing held on 6/25/2021. (RE: related document(s)2248 Motion to Reconsider(related documents 854 Order on application to employ) Filed by Plaintiffs CLO Holdco, Ltd. , The Charitable DAF Fund, L.P., (Appearances: J. Pomeranz and J. Morris for Debtor; D. Draper for Dugaboy; J. Bridges and M. Sbati for CLO Holdco and DAF; M. Clemente for Unsecured Creditors Committee. Evidentiary hearing. Motion denied, Lengthy bench ruling. Debtors counsel to upload order. Court to issue post-hearing order regarding jury trial rights discussed.) (Edmond, Michael)</p>
06/25/2021	<p>● 2491 (26 pgs; 3 docs) Motion for leave (<i>Debtor's Motion for Entry of an Order (i) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (ii) Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B) (Annable, Zachery)</p>
06/25/2021	<p>● 2492 (2 pgs) Court admitted exhibits date of hearing June 25, 2021 (RE: related document(s)2229 Motion to borrow/incur debt (Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief) filed by Debtor Highland Capital Management, L.P., 2248 Motion to Reconsider(related documents 854 Order on application to employ) Filed by Plaintiffs CLO Holdco, Ltd. , The Charitable DAF Fund, L.P. (Ecker, C.), 2395 Motion to pay (Debtor's Motion for Entry of an Order Authorizing Payment of a Restructuring Fee to James P. Seery, Jr., the Debtor's Chief Executive Officer and Chief Restructuring Officer) filed by Debtor Highland Capital Management, L.P.) (NOTE* COURT ADMITTED EXHIBIT'S DEBTOR'S #1, #2, #3 THAT APPEARS AT DOC. #2472 BY JEFF POMERANTZ AND DUGABOY'S EXHIBIT'S #1, #2, #3, #4, #5, #6, #7 & #8 THAT APPEARS AT #2473 & 2477; NOTE* #2, #3 & #4 APPEARS AT DOC. #2473 & #1, #5, #6, #7 & #8 APPEARS AD DOC. 2477 BY DOUGLAS DRAPER, FOR MOTION AT DOC. #2229); (DEBTOR'S EXHIBIT'S #1 THOROUGH #17 THAT APPEARS AT DOC. #2412, #2419 & #2423 BY JOHN MORRIS AND CHARITABLE DAF FUND, L.P. AND CLO HOLDCO, LTD., EXHIBIT'S #1 THROUGH #44 BY JONATHNA BRIDGES; NOTE* EXHIBIT'S #2, #3, #17 & #19 WERE NOT ADMITTED BY JONATHAN BRIDGES) FOR MOTION AT DOC. #2395) (Edmond, Michael) (Entered: 06/28/2021)</p>

06/28/2021	<p>● 2493 (1 pg) Request for transcript regarding (MOTION FOR MODIFICATION OF ORDER AUTHORIZING RETENTION OF JAMES SEERY, JR.) a hearing held on 6/25/2021. The requested turn-around time is daily. (Edmond, Michael) Modified TEXT on 6/29/2021 (Jeng, Hawaii).</p>
06/28/2021	<p>● Receipt Number 338916, Fee Amount \$207.00 for Direct Appeal to the Fifth Circuit Court of Appeals (Reference 21-90011 and 21-10449) (RE: related document(s)1970 Notice of appeal . Fee Amount \$298 filed by Interested Party James Dondero. Appellant Designation due by 03/18/2021. (Attachments: # 1 Exhibit)) (Floyd, K)</p>
06/28/2021	<p>● 2494 (2 pgs) Order Requiring Post-Hearing Submissions. Details Per Order. (RE: related document(s)2248 Motion to Reconsider filed by Creditor The Charitable DAF Fund, L.P., Interested Party The Charitable DAF Fund, L.P., Creditor CLO Holdco, Ltd., Interested Party CLO Holdco, Ltd.). Entered on 6/28/2021 (Okafor, M.)</p>
06/28/2021	<p>● 2495 (26 pgs) Notice (<i>Notice of Filing of Second Amended and Restated Investment Advisory Agreement</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2494 Order Requiring Post-Hearing Submissions. Details Per Order. (RE: related document(s)2248 Motion to Reconsider filed by Creditor The Charitable DAF Fund, L.P., Interested Party The Charitable DAF Fund, L.P., Creditor CLO Holdco, Ltd., Interested Party CLO Holdco, Ltd.). Entered on 6/28/2021 (Okafor, M.)). (Annable, Zachery)</p>
06/28/2021	<p>● 2496 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2491 Motion for leave (<i>Debtor's Motion for Entry of an Order (i) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (ii) Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B)). Hearing to be held on 7/19/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2491, (Annable, Zachery)</p>
06/29/2021	<p>● 2497 (1 pg) Request for transcript regarding a(ENTIRE) hearing held on 6/25/2021. The requested turn-around time is hourly (Jeng, Hawaii)</p>
06/29/2021	<p>● 2498 (4 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2396 Application for compensation <i>Sidley Austin LLP's Eighteenth Monthly Application for Compensation</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 4/1/2021 to 4/30/2021, Fee: \$417,427.20, Expenses: \$2). (Hoffman, Juliana)</p>
06/29/2021	<p>● 2499 (12 pgs) Certificate of service re: 1) <i>Fourth Interim Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP, as Counsel for the Debtor and Debtor in Possession, for the Period from December 1, 2020 Through April 30, 2021</i>; 2) <i>Notice of Hearing on Fourth Interim Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP, as Counsel for the Debtor and Debtor in Possession, for the Period from December 1, 2020 Through April 30, 2021</i>; and 3) <i>Supplemental Declaration of Timothy F. Silva in Support of Debtor's Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment of Wilmer Cutler Pickering Hale and Dorr LLP as Regulatory and Compliance Counsel</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2480 Application for compensation <i>Fourth Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from December 1, 2020 through April 30, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 12/1/2020 to 4/30/2021, Fee: \$7,527,021.50, Expenses: \$80,299.92. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 7/15/2021. filed by Debtor Highland Capital Management, L.P., 2481 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2480 Application for compensation <i>Fourth Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from December 1, 2020 through April 30, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 12/1/2020 to 4/30/2021, Fee: \$7,527,021.50, Expenses: \$80,299.92. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 7/15/2021.). Hearing to be held on 7/19/2021 at 09:30 AM Dallas Judge Jernigan Ctrm for 2480, filed by Debtor Highland Capital</p>

	<p>Management, L.P., 248 Declaration re: (Supplemental Declaration of Timothy F. Silva in Support of Debtor's Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment of Wilmer Cutler Pickering Hale and Dorr LLP as Regulatory and Compliance Counsel) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 605 Application to employ Wilmer Cutler Pickering Hale and Dorr LLP as Special Counsel (Debtor's Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/30/2021	<p>2500 (122 pgs) Transcript regarding Hearing Held 06/25/2021 (122 pages) (Excerpt 2: Proceedings from 11:33 am to 3:35 pm) RE: Motion to Reconsider/Motion for Modification(#2248). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 09/28/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com. (RE: related document(s) 2490 Hearing held on 6/25/2021. (RE: related document(s) 2248 Motion to Reconsider(related documents 854 Order on application to employ) Filed by Plaintiffs CLO Holdco, Ltd., The Charitable DAF Fund, L.P., (Appearances: J. Pomeranz and J. Morris for Debtor; D. Draper for Dugaboy; J. Bridges and M. Sbati for CLO Holdco and DAF; M. Clemente for Unsecured Creditors Committee. Evidentiary hearing. Motion denied, Lengthy bench ruling. Debtors counsel to upload order. Court to issue post-hearing order regarding jury trial rights discussed.)). Transcript to be made available to the public on 09/28/2021. (Rehling, Kathy)</p>
06/30/2021	<p>2501 (79 pgs) Transcript regarding Hearing Held 06/25/2021 (79 pages) (Excerpt 1: Proceedings from 9:36 am to 11:25 am) RE: Motion to Borrow (2229) and Motion to Pay Restructuring Fee (2395). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 09/28/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 2487 Hearing held on 6/25/2021. (RE: related document(s) 2229 Motion to borrow/incur debt (Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief) filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz and J. Morris for Debtor; D. Draper for Dugaboy; J. Bridges and M. Sbati for CLO Holdco and DAF; M. Clemente for Unsecured Creditors Committee. Evidentiary hearing. Motion approved. Counsel to upload order.), 2489 Hearing held on 6/25/2021. (RE: related document(s) 2395 Motion to pay (Debtor's Motion for Entry of an Order Authorizing Payment of a Restructuring Fee to James P. Seery, Jr., the Debtor's Chief Executive Officer and Chief Restructuring Officer) filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz and J. Morris for Debtor; D. Draper for Dugaboy; J. Bridges and M. Sbati for CLO Holdco and DAF; M. Clemente for Unsecured Creditors Committee. Evidentiary hearing. Motion approved. Counsel to upload order.)). Transcript to be made available to the public on 09/28/2021. (Rehling, Kathy)</p>
06/30/2021	<p>2502 (151 pgs) Application for compensation <i>Twentieth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from May 1, 2021 through May 31, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 5/1/2021 to 5/31/2021, Fee: \$1,603,754.00, Expenses: \$28,644.51. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 7/21/2021. (Pomerantz, Jeffrey)</p>
06/30/2021	<p>2503 (3 pgs) Order Granting Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief (related document # 2229) Entered on 6/30/2021. (Okafor, M.)</p>
06/30/2021	<p>2504 (2 pgs) Order Granting Debtor's Motion for Entry of an Order Authorizing Payment of a Restructuring Fee to James P. Seery, Jr., the Debtor's Chief Executive Officer and Chief Restructuring Officer (related document # 2395) Entered on 6/30/2021. (Okafor, M.)</p>

06/30/2021	<p>● 2505 (3 pgs) Order granting motion to seal appendix (related document # 2280) Entered on 6/30/2021. (Okafor, M.)</p>
06/30/2021	<p>● 2506 (2 pgs) Order denying motion for modification of order authorizing retention of James P. Seery, Jr. (related document # 2248) Entered on 6/30/2021. (Okafor, M.)</p>
06/30/2021	<p>● 2507 (31 pgs) Notice (<i>Third Notice of Additional Services Provided by Deloitte Tax LLP</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)551 Agreed Order granting application to employ Deloitte Tax LLP as tax services provider nunc pro tunc to the petition date (related document 483) Entered on 3/27/2020. (Okafor, M.)). (Annable, Zachery)</p>
06/30/2021	<p>● 2508 (5 pgs) Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to March 31, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Annable, Zachery)</p>
06/30/2021	<p>● 2509 (7 pgs) Certificate of service re: <i>Debtor's Motion for Entry of an Order (I) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (II) Granting Related Relief</i>) Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2491 Motion for leave (<i>Debtor's Motion for Entry of an Order (i) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (ii) Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/01/2021	<p>● 2510 (5 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2480 Application for compensation <i>Fourth Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from December 1, 2020 through April 30, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 12/1/2020 to 4/30/2021, Fee: \$7,527,021.50, Expenses: \$80,299.92. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 7/15/2021.). Hearing to be held on 7/19/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2480, (Annable, Zachery)</p>
07/01/2021	<p>● 2511 (11 pgs) Certificate of service re: <i>1) Order Requiring Post-Hearing Submissions; 2) Notice of Filing of Second Amended and Restated Investment Advisory Agreement; and 3) Notice of Hearing</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2494 Order Requiring Post-Hearing Submissions. Details Per Order. (RE: related document(s)2248 Motion to Reconsider filed by Creditor The Charitable DAF Fund, L.P., Interested Party The Charitable DAF Fund, L.P., Creditor CLO Holdco, Ltd., Interested Party CLO Holdco, Ltd.). Entered on 6/28/2021 (Okafor, M.), 2495 Notice (<i>Notice of Filing of Second Amended and Restated Investment Advisory Agreement</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2494 Order Requiring Post-Hearing Submissions. Details Per Order. (RE: related document(s)2248 Motion to Reconsider filed by Creditor The Charitable DAF Fund, L.P., Interested Party The Charitable DAF Fund, L.P., Creditor CLO Holdco, Ltd., Interested Party CLO Holdco, Ltd.). Entered on 6/28/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P., 2496 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2491 Motion for leave (<i>Debtor's Motion for Entry of an Order (i) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (ii) Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B)). Hearing to be held on 7/19/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2491, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/01/2021	<p>● 2512 (4 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2328 Application for compensation <i>Sidley Austin LLP's</i></p>

	Seventeenth Monthly Application for Compensation for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2021 to 3/31/2021, Fee: \$371,842.20, Expenses: \$). (Hoffman, Juliana)
07/02/2021	● 2513 (3 pgs) Notice of appeal . Fee Amount \$298 filed by Plaintiffs CLO Holdco, Ltd., The Charitable DAF Fund, L.P. (RE: related document(s) 2506 Order on motion to reconsider). Appellant Designation due by 07/16/2021. (Sbaiti, Mazin)
07/02/2021	Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number 28822100, amount \$ 298.00 (re: Doc# 2513). (U.S. Treasury)
07/02/2021	● 2514 (19 pgs) Application for compensation <i>Nineteenth Monthly Application for Compensation</i> for FTI Consulting, Inc., Financial Advisor, Period: to, Fee: \$88,932.60, Expenses: \$0. Filed by Attorney Juliana Hoffman Objections due by 7/23/2021. (Hoffman, Juliana)
07/02/2021	● 2515 (8 pgs) Notice (<i>Notice of Filing of Seventh Amended Exhibit B to Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtor in the Ordinary Course of Business</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 75 Motion to Authorize /Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtors in the Ordinary Course of Business Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - OCP List # 4 Exhibit C - Form of Declaration of Disinterestedness # 5 Certificate of Service and Service List) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #76 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Annable, Zachery)
07/02/2021	● 2516 (5 pgs) Declaration re: (<i>Declaration of Ordinary Course Professional</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 Document). (Annable, Zachery)
07/02/2021	● 2517 (8 pgs; 2 docs) Motion for leave (<i>Debtor's Unopposed Motion to Supplement the Record in the Contempt Hearing Held on June 8, 2021</i>) (related document(s) 2247 Motion for order to show cause) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)
07/02/2021	● 2518 (15 pgs; 2 docs) Declaration re: (<i>Declaration of John A. Morris in Support of the Debtor's Motion to Supplement the Record in the Contempt Hearing Held on June 8, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2517 Motion for leave (<i>Debtor's Unopposed Motion to Supplement the Record in the Contempt Hearing Held on June 8, 2021</i>) (related document(s) 2247 Motion for order to show cause)). (Attachments: # 1 Exhibit 56) (Annable, Zachery)
07/06/2021	● 2520 (1 pg) Withdrawal of claim(s) Claim has been satisfied. Claim: 194 Filed by Creditor Crescent TC Investors, L.P.. (Held, Michael)
07/06/2021	● 2522 (23 pgs) Notice of transmittal of appellee supplemental record vol. 1 3:21-CV-00261-L (RE: related document(s) 2187 Transmittal of record on appeal to U.S. District Court . Complete record on appeal . ,Transmitted: Volume 1, Mini Record. Number of appellant volumes: 8 Number of appellee volumes: 4. Civil Case Number: 3:21-CV-00261-L (Lindsay) (RE: related document(s) 1870 Notice of appeal Related document(s) 1788 Order on motion to compromise controversy. (Blanco, J.)). (Blanco, J.)
07/06/2021	● 2523 (23 pgs) Notice of transmittal SEALED DOCUMENTS 3;21-cv00261 (RE: related document(s) 2187 Transmittal of record on appeal to U.S. District Court . Complete record on appeal . ,Transmitted: Volume 1, Mini Record. Number of appellant volumes: 8 Number of appellee volumes: 4. Civil Case Number: 3:21-CV-00261-L (Lindsay) (RE: related document(s) 1870 Notice of appeal Related document(s) 1788 Order on motion to compromise controversy. (Blanco, J.)). (Blanco, J.)

07/06/2021	<p>● 2524 (20 pgs) Certificate of service re: <i>Documents Served on June 30, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2502 Application for compensation <i>Twentieth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from May 1, 2021 through May 31, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 5/1/2021 to 5/31/2021, Fee: \$1,603,754.00, Expenses: \$28,644.51. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 7/21/2021. filed by Debtor Highland Capital Management, L.P., 2503 Order Granting Debtor's Motion for Entry of an Order (I) Authorizing the Debtor to (A) Enter into Exit Financing Agreement in Aid of Confirmed Chapter 11 Plan and (B) Incur and Pay Related Fees and Expenses, and (II) Granting Related Relief (related document 2229) Entered on 6/30/2021. (Okafor, M.), 2504 Order Granting Debtor's Motion for Entry of an Order Authorizing Payment of a Restructuring Fee to James P. Seery, Jr., the Debtor's Chief Executive Officer and Chief Restructuring Officer (related document 2395) Entered on 6/30/2021. (Okafor, M.), 2506 Order denying motion for modification of order authorizing retention of James P. Seery, Jr. (related document 2248) Entered on 6/30/2021. (Okafor, M.), 2507 Notice (<i>Third Notice of Additional Services Provided by Deloitte Tax LLP</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)551 Agreed Order granting application to employ Deloitte Tax LLP as tax services provider nunc pro tunc to the petition date (related document 483) Entered on 3/27/2020. (Okafor, M.)). filed by Debtor Highland Capital Management, L.P., 2508 Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to March 31, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/06/2021	<p>● 2525 (11 pgs) Certificate of service re: <i>Amended Notice of Hearing</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2510 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2480 Application for compensation <i>Fourth Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from December 1, 2020 through April 30, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 12/1/2020 to 4/30/2021, Fee: \$7,527,021.50, Expenses: \$80,299.92. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 7/15/2021.). Hearing to be held on 7/19/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2480, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/06/2021	<p>● 2526 (12 pgs) Application for compensation <i>Sidley Austin LLP's Nineteenth Monthly Application for Compensation</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 5/1/2021 to 5/31/2021, Fee: \$432,748.80, Expenses: \$4,983.88. Filed by Attorney Juliana Hoffman Objections due by 7/27/2021. (Hoffman, Juliana)</p>
07/07/2021	<p>● 2527 (2 pgs) Order granting Debtor's motion to supplement the record in the Contempt Hearing held on June 8, 2021 (related document # 2517) Entered on 7/7/2021. (Okafor, M.)</p>
07/08/2021	<p>● 2530 (7 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s)2513 Notice of appeal .filed by Plaintiffs CLO Holdco, Ltd., The Charitable DAF Fund, L.P. (RE: related document(s)2506 Order on motion to reconsider). Appellant Designation due by 07/16/2021.) (Attachments: # 1 Service List) (Whitaker, Sheniqua)</p>
07/08/2021	<p>● 2531 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)2513 Notice of appeal . filed by Plaintiffs CLO Holdco, Ltd., The Charitable DAF Fund, L.P. (RE: related document(s)2506 Order on motion to reconsider). (Whitaker, Sheniqua)</p>
07/08/2021	<p>● 2532 (47 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-01585-S. (RE: related document(s)2513 Notice of appeal . filed by Plaintiffs CLO Holdco, Ltd., The Charitable DAF</p>

	Fund, L.P. (RE: related document(s) 2500 Order on motion to reconsider). (Wintaker, Saehiqua)
07/08/2021	<p>● 2533 (53 pgs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from April 1, 2021 through April 30, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). (Annable, Zachery)</p>
07/08/2021	<p>● 2534 (85 pgs; 5 docs) Brief in support filed by Plaintiffs CLO Holdco, Ltd., The Charitable DAF Fund, L.P. (RE: related document(s)2494 Order (generic)). (Attachments: # 1 Exhibit 1_June 8, 2021 Hearing Transcript Excerpts # 2 Exhibit 2_June 25, 2021 Hearing Transcript Excerpts # 3 Exhibit 3_Subscription and Transfer Agreement # 4 Exhibit 4_Members Agreement) (Sbaiti, Mazin)</p>
07/08/2021	<p>● 2535 (26 pgs; 3 docs) Motion to sell Property NOTE: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS. (<i>Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B) (Annable, Zachery)</p>
07/08/2021	<p>● 2536 (20 pgs) Certificate of service re: <i>Documents Served on July 2, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2514 Application for compensation <i>Nineteenth Monthly Application for Compensation</i> for FTI Consulting, Inc., Financial Advisor, Period: to, Fee: \$88,932.60, Expenses: \$0. Filed by Attorney Juliana Hoffman Objections due by 7/23/2021. filed by Financial Advisor FTI Consulting, Inc., 2515 Notice (<i>Notice of Filing of Seventh Amended Exhibit B to Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtor in the Ordinary Course of Business</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)75 Motion to Authorize /Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtors in the Ordinary Course of Business Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - OCP List # 4 Exhibit C - Form of Declaration of Disinterestedness # 5 Certificate of Service and Service List) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #76 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). filed by Debtor Highland Capital Management, L.P., 2516 Declaration re: (<i>Declaration of Ordinary Course Professional</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). filed by Debtor Highland Capital Management, L.P., 2517 Motion for leave (<i>Debtor's Unopposed Motion to Supplement the Record in the Contempt Hearing Held on June 8, 2021</i>) (related document(s) 2247 Motion for order to show cause) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P., 2518 Declaration re: (<i>Declaration of John A. Morris in Support of the Debtor's Motion to Supplement the Record in the Contempt Hearing Held on June 8, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2517 Motion for leave (<i>Debtor's Unopposed Motion to Supplement the Record in the Contempt Hearing Held on June 8, 2021</i>) (related document(s) 2247 Motion for order to show cause)). (Attachments: # 1 Exhibit 56) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/08/2021	<p>● 2537 (91 pgs; 4 docs) Motion to sell property free and clear of liens under Section 363(f) (<i>Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief</i>) Fee amount \$188, Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit D # 3 Exhibit E) (Annable, Zachery)</p>
07/08/2021	<p>Receipt of filing fee for Motion to Sell(19-34054-sgj11) [motion,msell] (188.00). Receipt number 28834907, amount \$ 188.00 (re: Doc# 2537). (U.S. Treasury)</p>
07/08/2021	<p>● 2538 (9 pgs; 2 docs) Motion to file document under seal. (<i>Debtor's Motion for Entry of an Order Authorizing the Filing under Seal of Exhibits to the Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii)</i>)</p>


07/09/2021	<p>● 2539 (16 pgs) Notice and Disclosures of Funds Pursuant to Court's Sua Sponte Order filed by Interested Parties Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund (RE: related document(s)2460 Order Requiring Disclosures (RE: related document(s)3 Chapter 11 Voluntary Petition. Fee Amount \$1717. filed by Debtor Highland Capital Management, L.P.). Within 21 days of the entry of this Order, the Non-Debtor Dondero-Related Entities named in this Order shall file a Notice in this case disclosing thereon: (a) who owns the entity (showing percentages);10 (b) whether Mr. Dondero or his family trusts have either a direct or indirect ownership interest in the entity and, if so, what percentage of ultimate ownership; (c) who are the officers, directors, managers and/or trustees of the Non-Debtor Dondero-Related Entity; and (d) whether the entity is a creditor of the Debtor (explaining in reasonable detail the amount and substance of its claims). Entered on 6/18/2021 (Okafor, M.)). (Hogewood, A.)</p>
07/09/2021	<p>● 2540 (29 pgs) Support/supplemental document (Notice of Filing of Exhibit C to the Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2535 Motion to sell Property NOTE: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS. (Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property). (Annable, Zachery)</p>
07/09/2021	<p>● 2541 (8 pgs) Notice of Disclosures filed by Creditor The Dugaboy Investment Trust (RE: related document(s)2460 Order Requiring Disclosures (RE: related document(s)3 Chapter 11 Voluntary Petition. Fee Amount \$1717. filed by Debtor Highland Capital Management, L.P.). Within 21 days of the entry of this Order, the Non-Debtor Dondero-Related Entities named in this Order shall file a Notice in this case disclosing thereon: (a) who owns the entity (showing percentages);10 (b) whether Mr. Dondero or his family trusts have either a direct or indirect ownership interest in the entity and, if so, what percentage of ultimate ownership; (c) who are the officers, directors, managers and/or trustees of the Non-Debtor Dondero-Related Entity; and (d) whether the entity is a creditor of the Debtor (explaining in reasonable detail the amount and substance of its claims). Entered on 6/18/2021 (Okafor, M.)). (Draper, Douglas)</p>
07/09/2021	<p>● 2542 (7 pgs) Notice of Disclosures filed by Creditor Get Good Trust (RE: related document(s)2460 Order Requiring Disclosures (RE: related document(s)3 Chapter 11 Voluntary Petition. Fee Amount \$1717. filed by Debtor Highland Capital Management, L.P.). Within 21 days of the entry of this Order, the Non-Debtor Dondero-Related Entities named in this Order shall file a Notice in this case disclosing thereon: (a) who owns the entity (showing percentages);10 (b) whether Mr. Dondero or his family trusts have either a direct or indirect ownership interest in the entity and, if so, what percentage of ultimate ownership; (c) who are the officers, directors, managers and/or trustees of the Non-Debtor Dondero-Related Entity; and (d) whether the entity is a creditor of the Debtor (explaining in reasonable detail the amount and substance of its claims). Entered on 6/18/2021 (Okafor, M.)). (Draper, Douglas)</p>
07/09/2021	<p>● 2543 (8 pgs) Notice (Advisors' Disclosures in Response to Sua Sponte Order) filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)2460 Order Requiring Disclosures (RE: related document(s)3 Chapter 11 Voluntary Petition. Fee Amount \$1717. filed by Debtor Highland Capital Management, L.P.). Within 21 days of the entry of this Order, the Non-Debtor Dondero-Related Entities named in this Order shall file a Notice in this case disclosing thereon: (a) who owns the entity (showing percentages);10 (b) whether Mr. Dondero or his family trusts have either a direct or indirect ownership interest in the entity and, if so, what percentage of ultimate ownership; (c) who are the officers, directors, managers and/or trustees of the Non-Debtor Dondero-Related Entity; and (d) whether the entity is a creditor of the Debtor (explaining in reasonable detail the amount and substance of its claims). Entered on 6/18/2021 (Okafor, M.)). (Rukavina, Davor)</p>


07/09/2021	<p>● 2544 (8 pgs; 2 docs) Notice and Disclosures of NexPoint RE Entities and HMCS Inc. in Response to Sua Sponte Order filed by Creditor Highland Capital Management Services, Inc., Interested Parties NexPoint Hospitality Trust, NexPoint Multifamily Capital Trust, Inc., NexPoint Real Estate Advisors II, L.P., NexPoint Real Estate Advisors III, L.P., NexPoint Real Estate Advisors IV, L.P., NexPoint Real Estate Advisors V, L.P., NexPoint Real Estate Advisors VI, L.P., NexPoint Real Estate Advisors VII, L.P., NexPoint Real Estate Advisors VIII, L.P., NexPoint Real Estate Advisors, L.P., NexPoint Real Estate Finance Inc., NexPoint Real Estate Partners, LLC, NexPoint Residential Trust, Inc., Nexpoint Real Estate Capital, LLC, VineBrook Homes, Trust, Inc. (RE: related document(s)2460 Order Requiring Disclosures (RE: related document(s)3 Chapter 11 Voluntary Petition. Fee Amount \$1717. filed by Debtor Highland Capital Management, L.P.). Within 21 days of the entry of this Order, the Non-Debtor Dondero-Related Entities named in this Order shall file a Notice in this case disclosing thereon: (a) who owns the entity (showing percentages);¹⁰ (b) whether Mr. Dondero or his family trusts have either a direct or indirect ownership interest in the entity and, if so, what percentage of ultimate ownership; (c) who are the officers, directors, managers and/or trustees of the Non-Debtor Dondero-Related Entity; and (d) whether the entity is a creditor of the Debtor (explaining in reasonable detail the amount and substance of its claims). Entered on 6/18/2021 (Okafor, M.)). (Attachments: # 1 Exhibit A) (Drawhorn, Lauren)</p>
07/09/2021	<p>● 2545 (9 pgs) Amended Notice of Disclosures filed by Creditor The Dugaboy Investment Trust (RE: related document(s)2460 Order Requiring Disclosures (RE: related document(s)3 Chapter 11 Voluntary Petition. Fee Amount \$1717. filed by Debtor Highland Capital Management, L.P.). Within 21 days of the entry of this Order, the Non-Debtor Dondero-Related Entities named in this Order shall file a Notice in this case disclosing thereon: (a) who owns the entity (showing percentages);¹⁰ (b) whether Mr. Dondero or his family trusts have either a direct or indirect ownership interest in the entity and, if so, what percentage of ultimate ownership; (c) who are the officers, directors, managers and/or trustees of the Non-Debtor Dondero-Related Entity; and (d) whether the entity is a creditor of the Debtor (explaining in reasonable detail the amount and substance of its claims). Entered on 6/18/2021 (Okafor, M.)). (Draper, Douglas)</p>
07/09/2021	<p>● 2546 (7 pgs) Amended Notice of Disclosures filed by Creditor Get Good Trust (RE: related document(s)2460 Order Requiring Disclosures (RE: related document(s)3 Chapter 11 Voluntary Petition. Fee Amount \$1717. filed by Debtor Highland Capital Management, L.P.). Within 21 days of the entry of this Order, the Non-Debtor Dondero-Related Entities named in this Order shall file a Notice in this case disclosing thereon: (a) who owns the entity (showing percentages);¹⁰ (b) whether Mr. Dondero or his family trusts have either a direct or indirect ownership interest in the entity and, if so, what percentage of ultimate ownership; (c) who are the officers, directors, managers and/or trustees of the Non-Debtor Dondero-Related Entity; and (d) whether the entity is a creditor of the Debtor (explaining in reasonable detail the amount and substance of its claims). Entered on 6/18/2021 (Okafor, M.)). (Draper, Douglas)</p>
07/09/2021	<p>● 2547 (306 pgs; 44 docs) Notice of Response and Disclosures related to sua sponte Order Requiring Disclosures filed by Interested Parties Highland Dallas Foundation, Inc., Charitable DAF Fund, LP, CLO Holdco, Ltd. (RE: related document(s)2460 Order Requiring Disclosures (RE: related document(s)3 Chapter 11 Voluntary Petition. Fee Amount \$1717. filed by Debtor Highland Capital Management, L.P.). Within 21 days of the entry of this Order, the Non-Debtor Dondero-Related Entities named in this Order shall file a Notice in this case disclosing thereon: (a) who owns the entity (showing percentages);¹⁰ (b) whether Mr. Dondero or his family trusts have either a direct or indirect ownership interest in the entity and, if so, what percentage of ultimate ownership; (c) who are the officers, directors, managers and/or trustees of the Non-Debtor Dondero-Related Entity; and (d) whether the entity is a creditor of the Debtor (explaining in reasonable detail the amount and substance of its claims). Entered on 6/18/2021 (Okafor, M.)). (Attachments: # 1 Exhibit 1.Patrick Declaration # 2 2.Transcript, June 8, 2021 Hearing, Excerpts # 3 Exhibit 3.Structure Chart # 4 Exhibit 4.Kenneth K. Bebozo Memorandum # 5 Exhibit 5.Certificate of Incorporation - CLO HoldCo, Ltd. # 6 Exhibit 6.Memorandum of Association of CLO HoldCo, Ltd. # 7 Exhibit 7.Ordinary Share Registry- CLO HoldCo # 8 Exhibit 8.Certificate of Registration of Exempted Limited Partnership - DAF Fund # 9 Exhibit 9.DAF Fund LP Agreement # 10 Exhibit 10.DAF Fund General Partner Register # 11 Exhibit 11.Amended and Restated Memorandum of Association of DAF Holdco # 12 Exhibit 12.Register of Management Shares DAF Holdco # 13 Exhibit 13.Register of Participating Shares DAF Holdco # 14 Exhibit 14.Certificate of Formation of DAF GP # 15 Exhibit 15.Assignment and Assumption of Membership Interests Agreement Dated March 24, 2021 # 16 Exhibit 16.HDF Certificate of Incorporation # 17 Exhibit 17.IRS Determination - HDF # 18 Exhibit 18.Narrative Description of Activities # 19 19.RESERVED FOR POSSIBLE SUPPLEMENTION # 20 Exhibit 20.HDF Bylaws # 21 Exhibit 21.HSBF Certificate of Incorporation # 22 Exhibit 22.IRS Determination - HSBF #</p>



	<p>25.GKCCF Letter # 26 Exhibit 26.Bylaws HKCF # 27 Exhibit 27.Share Transfer Form # 28 Exhibit 28.March 25 Resolution - DAF Holdco # 29 Exhibit 29.April 2 Resolution - CLO HoldCo # 30 Exhibit 30.Written Resolution - Murphy # 31 Exhibit 31.Charitable Giving Overview, Grant Summary: 2012-2020 # 32 Exhibit 32.The Family Place Letter # 33 Exhibit 33.Cristo Rey Letter # 34 Exhibit 34.DCAC Letter # 35 Exhibit 35.Complaint # 36 Exhibit 36.CLO HoldCo - Register of Directors # 37 Exhibit 37.DAF Holdco - Register of Directors # 38 Exhibit 38.Register of Directors - Liberty CLO Holdco, Ltd. # 39 Exhibit 39.Share Register - Liberty CLO Holdco, Ltd. # 40 Exhibit 40.Register of Directors - MGM Studios Holdco, Ltd # 41 Exhibit 41.Share Register - MGM Studios Holdco, Ltd # 42 Exhibit 42.Register of Directors - HCT Holdco 2 - Ltd. # 43 Exhibit 43.Share Register - HCT Holdco 2, Ltd.) (Phillips, Louis)</p>
<p>07/09/2021</p>	<p> 2548 (3 pgs) Certificate of service re: <i>(Supplemental) 1) First Order Sustaining Debtor's Third Omnibus Objection to Certain No Liability Claims; and 2) Certification of No Objection Regarding Debtor's Third Omnibus Objection to Certain No Liability Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2464 Certificate of No Objection Regarding Debtor's Third Omnibus Objection to Certain No-Liability Claims filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2059 Objection to claim). filed by Debtor Highland Capital Management, L.P., 2468 First Order sustaining Debtor's third omnibus objection to certain no liability claims (RE: related document(s)2059 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 6/21/2021 (Okafor, M.), 2478 Certificate of service re: <i>1) Order Requiring Disclosures; 2) Twelfth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from December 1, 2020 Through December 31, 2020; and 3) Certification of No Objection Regarding Debtor's Third Omnibus Objection to Certain No Liability Claims [No Responses Filed]</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2460 Order Requiring Disclosures (RE: related document(s)3 Chapter 11 Voluntary Petition. Fee Amount \$1717. filed by Debtor Highland Capital Management, L.P.). Within 21 days of the entry of this Order, the Non-Debtor Dondero-Related Entities named in this Order shall file a Notice in this case disclosing thereon: (a) who owns the entity (showing percentages);10 (b) whether Mr. Dondero or his family trusts have either a direct or indirect ownership interest in the entity and, if so, what percentage of ultimate ownership; (c) who are the officers, directors, managers and/or trustees of the Non-Debtor Dondero-Related Entity; and (d) whether the entity is a creditor of the Debtor (explaining in reasonable detail the amount and substance of its claims). Entered on 6/18/2021 (Okafor, M.), 2461 Application for compensation <i>(Twelfth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from December 1, 2020 through December 31, 2020)</i> for Hayward PLLC, Debtor's Attorney, Period: 12/1/2020 to 12/31/2020, Fee: \$43,270.00, Expenses: \$1,693.45. Filed by Other Professional Hayward PLLC filed by Other Professional Hayward PLLC, 2464 Certificate of No Objection Regarding Debtor's Third Omnibus Objection to Certain No-Liability Claims filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2059 Objection to claim). filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC, 2479 Certificate of service re: <i>First Order Sustaining Debtor's Third Omnibus Objection to Certain No Liability Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2468 First Order sustaining Debtor's third omnibus objection to certain no liability claims (RE: related document(s)2059 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 6/21/2021 (Okafor, M.)). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
<p>07/09/2021</p>	<p> 2549 (9 pgs) Amended Notice <i>Second Amended Response of Dugaboy Investment Trust to Order Requiring Disclosures</i> filed by Creditor The Dugaboy Investment Trust (RE: related document(s)2541 Notice of Disclosures filed by Creditor The Dugaboy Investment Trust (RE: related document(s)2460 Order Requiring Disclosures (RE: related document(s)3 Chapter 11 Voluntary Petition. Fee Amount \$1717. filed by Debtor Highland Capital Management, L.P.). Within 21 days of the entry of this Order, the Non-Debtor Dondero-Related Entities named in this Order shall file a Notice in this case disclosing thereon: (a) who owns the entity (showing percentages);10 (b) whether Mr. Dondero or his family trusts have either a direct or indirect ownership interest in the entity and, if so, what percentage of ultimate ownership; (c) who are the officers, directors, managers and/or trustees of the Non-Debtor Dondero-Related Entity; and (d) whether the entity is a creditor of the Debtor (explaining in reasonable detail the amount and substance of its claims). Entered on 6/18/2021 (Okafor, M.)), 2545 Amended Notice of Disclosures filed by Creditor The Dugaboy Investment Trust (RE: related document(s)2460 Order Requiring Disclosures (RE: related document(s)3 Chapter 11 Voluntary Petition. Fee Amount \$1717. filed by Debtor Highland Capital Management, L.P.). Within 21 days of the entry of this Order, the Non-Debtor Dondero-Related Entities</p>







	<p>named in this Order shall file a Notice in this case disclosing thereon: (a) who owns the entity (showing percentages);10 (b) whether Mr. Dondero or his family trusts have either a direct or indirect ownership interest in the entity and, if so, what percentage of ultimate ownership; (c) who are the officers, directors, managers and/or trustees of the Non-Debtor Dondero-Related Entity; and (d) whether the entity is a creditor of the Debtor (explaining in reasonable detail the amount and substance of its claims). Entered on 6/18/2021 (Okafor, M.)). (Draper, Douglas)</p>
07/09/2021	<p>● 2550 (5 pgs) Certificate of service re: <i>Nineteenth Monthly Application of Sidley Austin LLP for Allowance of Compensation and Reimbursement of Expenses for the Period from May 1, 2021 Through May 31, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2526 Application for compensation <i>Sidley Austin LLP's Nineteenth Monthly Application for Compensation for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 5/1/2021 to 5/31/2021, Fee: \$432,748.80, Expenses: \$4,983.88.</i> Filed by Attorney Juliana Hoffman Objections due by 7/27/2021. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
07/12/2021	<p>● 2551 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2535 Motion to sell Property NOTE: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS. (<i>Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B), 2537 Motion to sell property free and clear of liens under Section 363(f) (<i>Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief</i>) Fee amount \$188, Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit D # 3 Exhibit E)). Hearing to be held on 8/4/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2537 and for 2535, (Annable, Zachery)</p>
07/12/2021	<p>● 2552 (3 pgs) Certificate of No Objection filed by Other Professional Hayward PLLC (RE: related document(s)2461 Application for compensation (<i>Twelfth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from December 1, 2020 through December 31, 2020</i>) for Hayward PLLC, Debtor). (Annable, Zachery)</p>
07/12/2021	<p>● 2553 (6 pgs) Amended appellant designation of contents for inclusion in record on appeal <i>pursuant to Fed. R. Bankr. P. 8009</i> filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2452 Appellant designation). (Draper, Douglas)</p>
07/12/2021	<p>● 2554 (51 pgs) Application for compensation (<i>Thirteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from January 1, 2021 through January 31, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 1/1/2021 to 1/31/2021, Fee: \$83,450.00, Expenses: \$5,939.09. Filed by Other Professional Hayward PLLC (Annable, Zachery)</p>
07/12/2021	<p>● 2555 (11 pgs) Certificate of service re: <i>Order Granting Debtor's Motion to Supplement the Record in the Contempt Hearing Held on June 8, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2527 Order granting Debtor's motion to supplement the record in the Contempt Hearing held on June 8, 2021 (related document 2517) Entered on 7/7/2021. (Okafor, M.)). (Kass, Albert)</p>
07/12/2021	<p>● 2556 (24 pgs; 4 docs) Notice of Filing of Supplement and Additional Exhibits filed by Interested Parties CLO Holdco, Ltd., Highland Dallas Foundation, Inc., The Charitable DAF Fund, L.P. (RE: related document(s)2547 Notice of Response and Disclosures related to sua sponte Order Requiring Disclosures filed by Interested Parties Highland Dallas Foundation, Inc., Charitable DAF Fund, LP, CLO Holdco, Ltd. (RE: related document(s)2460 Order Requiring Disclosures (RE: related document(s)3 Chapter 11 Voluntary Petition. Fee Amount \$1717. filed by Debtor Highland Capital Management, L.P.). Within 21 days of the entry of this Order, the Non-Debtor Dondero-Related Entities named in this Order shall file a Notice in this case disclosing thereon: (a) who owns the entity (showing percentages);10 (b) whether Mr. Dondero or his family trusts have either a direct or indirect ownership interest in the entity and, if so, what percentage of ultimate ownership; (c) who are the officers, directors, managers and/or trustees of the Non-Debtor Dondero-Related Entity; and (d) whether the entity is a creditor of the Debtor (explaining in</p>

reasonable detail the amount and substance of its claims). Entered on 6/19/2021 (Okafor, M.). (Attachments: # 1 Exhibit 1.Patrick Declaration # 2 2.Transcript, June 8, 2021 Hearing, Excerpts # 3 Exhibit 3.Structure Chart # 4 Exhibit 4.Kenneth K. Bebozo Memorandum # 5 Exhibit 5.Certificate of Incorporation - CLO HoldCo, Ltd. # 6 Exhibit 6.Memorandum of Association of CLO HoldCo, Ltd. # 7 Exhibit 7.Ordinary Share Registry- CLO HoldCo # 8 Exhibit 8.Certificate of Registration of Exempted Limited Partnership - DAF Fund # 9 Exhibit 9.DAF Fund LP Agreement # 10 Exhibit 10.DAF Fund General Partner Register # 11 Exhibit 11.Amended and Restated Memorandum of Association of DAF Holdco # 12 Exhibit 12.Register of Management Shares DAF Holdco # 13 Exhibit 13.Register of Participating Shares DAF Holdco # 14 Exhibit 14.Certificate of Formation of DAF GP # 15 Exhibit 15.Assignment and Assumption of Membership Interests Agreement Dated March 24, 2015 # 16 Exhibit 16.HDF Certificate of Incorporation # 17 Exhibit 17.IRS Determination - HDF # 18 Exhibit 18.Narrative Description of Activities # 19 19.RESERVED FOR POSSIBLE SUPPLEMENTION # 20 Exhibit 20.HDF Bylaws # 21 Exhibit 21.HSBF Certificate of Incorporation # 22 Exhibit 22.IRS Determination - HSBF # 23 Exhibit 23.SBF Overview Letter # 24 Exhibit 24.GKCCF Certificate of Formation # 25 Exhibit 25.GKCCF Letter # 26 Exhibit 26.Bylaws HKCF # 27 Exhibit 27.Share Transfer Form # 28 Exhibit 28.March 25 Resolution - DAF Holdco # 29 Exhibit 29.April 2 Resolution - CLO HoldCo # 30 Exhibit 30.Written Resolution - Murphy # 31 Exhibit 31.Charitable Giving Overview, Grant Summary: 2012-2020 # 32 Exhibit 32.The Family Place Letter # 33 Exhibit 33.Cristo Rey Letter # 34 Exhibit 34.DCAC Letter # 35 Exhibit 35.Complaint # 36 Exhibit 36.CLO HoldCo - Register of Directors # 37 Exhibit 37.DAF Holdco - Register of Directors # 38 Exhibit 38.Register of Directors - Liberty CLO Holdco, Ltd. # 39 Exhibit 39.Share Register - Liberty CLO Holdco, Ltd. # 40 Exhibit 40.Register of Directors - MGM Studios Holdco, Ltd # 41 Exhibit 41.Share Register - MGM Studios Holdco, Ltd # 42 Exhibit 42.Register of Directors - HCT Holdco 2 - Ltd. # 43 Exhibit 43.Share Register - HCT Holdco 2, Ltd.)). (Attachments: # 1 Supplement # 2 Exhibit 19. Letter From The Dallas Foundation # 3 Exhibit Exhibit 44. Baltimore Sun Article re: Nonprofit Offshore Structures) (Phillips, Louis)

07/13/2021  [2558](#) (16 pgs) Certificate of service re: *Documents Served on or Before July 9, 2021* Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)[2533](#) Notice (*Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from April 1, 2021 through April 30, 2021*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[853](#) Order granting application to employ Development Specialists, Inc. as Other Professional (related document [775](#)) Entered on 7/16/2020. (Ecker, C.)). filed by Debtor Highland Capital Management, L.P., [2535](#) Motion to sell Property **NOTE: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS.** (*Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief*) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Debtor Highland Capital Management, L.P., [2537](#) Motion to sell property free and clear of liens under Section 363(f) (*Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief*) Fee amount \$188, Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit D # 3 Exhibit E) filed by Debtor Highland Capital Management, L.P., [2538](#) Motion to file document under seal. (*Debtor's Motion for Entry of an Order Authorizing the Filing under Seal of Exhibits to the Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief*) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)

07/14/2021  [2559](#) (5 pgs) Notice (*Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to May 31, 2021*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[176](#) ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Annable, Zachery)

07/14/2021   [2560](#) (1 pg) PDF with attached Audio File. Court Date & Time [05/18/2021 09:37:03 AM]. File Size [4798 KB]. Run Time [00:20:29]. (admin).

07/14/2021	 2561 (1 pg) PDF with attached Audio File. Court Date & Time [06/08/2021 02:03:12 PM]. File Size [26321 KB]. Run Time [01:52:35]. (admin).
07/14/2021	 2562 (1 pg) PDF with attached Audio File. Court Date & Time [06/08/2021 04:04:27 PM]. File Size [27205 KB]. Run Time [01:56:13]. (admin).
07/14/2021	2563 (8 pgs) Objection to (related document(s): 2491 Motion for leave (<i>Debtor's Motion for Entry of an Order (i) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (ii) Granting Related Relief</i>) filed by Debtor Highland Capital Management, L.P.) filed by Interested Parties James Dondero, Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Creditor The Dugaboy Investment Trust. (Taylor, Clay)
07/14/2021	 2564 (1 pg) PDF with attached Audio File. Court Date & Time [06/08/2021 09:34:21 AM]. File Size [26132 KB]. Run Time [01:51:38]. (admin).
07/14/2021	 2565 (1 pg) PDF with attached Audio File. Court Date & Time [06/08/2021 11:30:55 AM]. File Size [23135 KB]. Run Time [01:38:51]. (admin).
07/14/2021	 2566 (1 pg) PDF with attached Audio File. Court Date & Time [06/10/2021 09:44:23 AM]. File Size [31458 KB]. Run Time [02:14:19]. (admin).
07/14/2021	 2567 (1 pg) PDF with attached Audio File. Court Date & Time [06/25/2021 08:48:05 AM]. File Size [77915 KB]. Run Time [05:33:38]. (admin).
07/14/2021	2568 (11 pgs) Certificate of service re: <i>Notice of Filing of Exhibit C to the Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2540 Support/supplemental document (<i>Notice of Filing of Exhibit C to the Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2535 Motion to sell Property NOTE: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS. (<i>Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property</i>)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
07/14/2021	2569 (3 pgs) Certificate of service re: (<i>Supplemental</i>) 1) <i>Motion of the Debtor for Entry of an Order (I) Authorizing the Sale of Certain Property and (II) Granting Related Relief</i> ; and 2) <i>Notice of Filing of Exhibit C to the Motion of the Debtor for Entry of an Order (I) Authorizing the Sale of Certain Property and (II) Granting Related Relief</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2535 Motion to sell Property NOTE: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS. (<i>Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Debtor Highland Capital Management, L.P., 2540 Support/supplemental document (<i>Notice of Filing of Exhibit C to the Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2535 Motion to sell Property NOTE: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS. (<i>Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property</i>)). filed by Debtor Highland Capital Management, L.P., 2558 Certificate of service re: <i>Documents Served on or Before July 9, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2533 Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from April 1, 2021 through April 30, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 853 Order granting application to employ Development Specialists, Inc. as Other Professional (related

	<p>document 172) Entered on 7/16/2020. (Ecker, C.). filed by Debtor Highland Capital Management, L.P., 2535 Motion to sell Property NOTE: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS. (Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Debtor Highland Capital Management, L.P., 2537 Motion to sell property free and clear of liens under Section 363(f) (Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief) Fee amount \$188, Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit D # 3 Exhibit E) filed by Debtor Highland Capital Management, L.P., 2538 Motion to file document under seal. (Debtor's Motion for Entry of an Order Authorizing the Filing under Seal of Exhibits to the Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A) filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC, 2568 Certificate of service re: Notice of Filing of Exhibit C to the Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2540 Support/supplemental document (Notice of Filing of Exhibit C to the Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2535 Motion to sell Property NOTE: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS. (Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property). filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
07/14/2021	<p>2570 (45 pgs) Amended application for compensation Sidley Austin LLP's Amended 19th Application for Compensation for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 5/1/2021 to 5/31/2021, Fee: \$432,748.80, Expenses: \$4,983.88. Filed by Attorney Juliana Hoffman Objections due by 8/4/2021. (Hoffman, Juliana)</p>
07/15/2021	<p>2571 (8 pgs) Response opposed to (related document(s): 2534 Brief filed by Creditor CLO Holdco, Ltd., Interested Party CLO Holdco, Ltd., Creditor The Charitable DAF Fund, L.P., Interested Party The Charitable DAF Fund, L.P.) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
07/15/2021	<p>2572 (318 pgs; 7 docs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2491 Motion for leave (Debtor's Motion for Entry of an Order (i) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (ii) Granting Related Relief)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) (Annable, Zachery)</p>
07/15/2021	<p>2573 (17 pgs) Certificate of service re: 1) Notice of Hearing; and 2) Thirteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from January 1, 2021 through January 31, 2021 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2551 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2535 Motion to sell Property NOTE: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS. (Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B), 2537 Motion to sell property free and clear of liens under Section 363(f) (Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief) Fee amount \$188, Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit D # 3 Exhibit E)). Hearing to be held on 8/4/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2537 and for 2535, filed by Debtor Highland Capital Management, L.P., 2554 Application for compensation (Thirteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from January 1, 2021 through January 31, 2021) for Hayward PLLC, Debtor's Attorney, Period: 1/1/2021 to 1/31/2021, Fee: \$83,450.00, Expenses: \$5,939.09. Filed by Other Professional Hayward PLLC filed by Other Professional Hayward PLLC). (Kass, Albert)</p>

07/16/2021	<p>● 2574 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2480 Application for compensation <i>Fourth Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from December 1, 2020 through April 30.</i>). (Pomerantz, Jeffrey)</p>
07/16/2021	<p>● 2575 (1733 pgs; 16 docs) Witness and Exhibit List filed by Interested Parties James Dondero, Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Creditor The Dugaboy Investment Trust (RE: related document(s)2491 Motion for leave (<i>Debtor's Motion for Entry of an Order (i) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (ii) Granting Related Relief</i>)). (Attachments: # 1 Objectors Ex. A # 2 Objectors Ex. B # 3 Objectors Ex. C # 4 Objectors Ex. D # 5 Objectors Ex. E # 6 Objectors Ex. F # 7 Objectors Ex. G # 8 Objectors Ex. H # 9 Objectors Ex. I # 10 Objectors Ex. J # 11 Objectors Ex. K # 12 Objectors Ex. L # 13 Objectors Ex. M # 14 Objectors Ex. N # 15 Objectors Ex. O) (Taylor, Clay)</p>
07/16/2021	<p>● 2576 (11 pgs; 2 docs) Reply to (related document(s): 2563 Objection filed by Interested Party James Dondero, Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., Creditor The Dugaboy Investment Trust) (<i>Debtor's Reply in Support of Motion for Entry of an Order (i) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (ii) Granting Related Relief</i>) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A) (Annable, Zachery)</p>
07/16/2021	<p>● 2577 (5 pgs) Joinder by filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2576 Reply). (Hoffman, Juliana)</p>
07/16/2021	<p>● 2578 (10 pgs) Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Parties CLO Holdco, Ltd., Charitable DAF Fund, LP (RE: related document(s)2532 Notice of docketing notice of appeal/record). Appellee designation due by 07/30/2021. (Sbaiti, Mazin)</p>
07/16/2021	<p>● 2579 (7 pgs) Certificate of service re: <i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to May 31, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2559 Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to May 31, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/19/2021	<p>● 2580 (1 pg) Clerk's correspondence requesting Amended designation from attorney for creditor. (RE: related document(s)2578 Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Parties CLO Holdco, Ltd., Charitable DAF Fund, LP (RE: related document(s)2532 Notice of docketing notice of appeal/record). Appellee designation due by 07/30/2021.) Responses due by 7/21/2021. (Blanco, J.)</p>
07/19/2021	<p>● 2581 (1 pg) PDF with attached Audio File. Court Date & Time [07/19/2021 09:30:44 AM]. File Size [19741 KB]. Run Time [01:24:28]. (admin).</p>
07/19/2021	<p>● 2582 (2 pgs) Court admitted exhibits date of hearing July 19, 2021 (RE: related document(s)2491 Motion for leave (Debtor's Motion for Entry of an Order (i) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (ii) Granting Related Relief), filed by Debtor Highland Capital Management, L.P., (COURT ADMITTED PLAINTIFF'S/DEBTOR'S EXHIBITS</p>

	#1, #2, #3, #4, #5 & #6 BY JOHN MORRIS AND DEFENDANT/RESPONDENT EXHIBIT'S #A, #B, #C, #D, #E, #F, #G, #H, #I, #J, #K, #L, #M, #N & #O BY DAVOR RUKAVINA) (Edmond, Michael)
07/19/2021	<p>● 2583 Hearing held on 7/19/2021. (RE: related document(s)2480 Application for compensation Fourth Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from December 1, 2020 through April 30, 2021 for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 12/1/2020 to 4/30/2021, filed by Attorney Jeffrey Nathan Pomerantz). (Appearances: J. Pomeranz and J. Morris for Debtor; C. Taylor for J. Dondero; D. Draper for Dugaboy Trust; D. Rukavina for Advisors; M. Clemente for UCC; L. Lambert for UST. Nonevidentiary hearing. Application granted. Counsel to upload order.) (Edmond, Michael)</p>
07/19/2021	<p>● 2584 Hearing held on 7/19/2021. (RE: related document(s)2491 Motion for leave (Debtor's Motion for Entry of an Order (i) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (ii) Granting Related Relief), filed by Debtor Highland Capital Management, L.P., (Appearances: J. Pomeranz and J. Morris for Debtor; C. Taylor for J. Dondero; D. Draper for Dugaboy Trust; D. Rukavina for Advisors; M. Clemente for UCC; L. Lambert for UST. Evidentiary hearing. Motion granted. Counsel to upload order.) (Edmond, Michael)</p>
07/19/2021	<p>● 2585 (145 pgs) Application for compensation <i>Sidley Austin LLP's Sixth Interim Application for Compensation</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2021 to 5/31/2021, Fee: \$1,527,522.75, Expenses: \$32,957.78. Filed by Attorney Juliana Hoffman Objections due by 8/9/2021. (Hoffman, Juliana)</p>
07/19/2021	<p>● 2586 (63 pgs; 4 docs) Application for compensation of <i>Teneo Capital, LLC as Litigation Advisor</i> for Official Committee of Unsecured Creditors, Other Professional, Period: 4/15/2021 to 6/30/2021, Fee: \$80,000.00, Expenses: \$118.89. Filed by Attorney Juliana Hoffman Objections due by 8/9/2021. (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit) (Hoffman, Juliana)</p>
07/19/2021	<p>● 2587 (10 pgs) Amended appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Parties CLO Holdco, Ltd., The Charitable DAF Fund, L.P. (RE: related document(s)2578 Appellant designation). (Sbaiti, Mazin)</p>
07/20/2021	<p>● 2588 (2 pgs) Order granting fourth interim application for compensation (related document # 2480) granting for Jeffrey Nathan Pomerantz of Pachulski Stang Ziehl & Jones LLP , fees awarded: \$7527021.50, expenses awarded: \$80299.92 Entered on 7/20/2021. (Okafor, M.)</p>
07/20/2021	<p>● 2589 (15 pgs; 2 docs) Motion to compromise controversy with Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital, Inc.. Related AP case numbers: 21-3000. Related defendants: Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital, Inc.. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)</p>
07/20/2021	<p>● 2590 (22 pgs; 2 docs) Declaration re: (<i>Declaration of John A. Morris in Support of Debtor's Motion for Entry of an Order Approving Settlement Pursuant to Bankruptcy Rule 9019 and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2589 Motion to compromise controversy with Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital, Inc.. Related AP case numbers: 21-3000. Related defendan). (Attachments: # 1 Exhibit 1--Settlement Agreement) (Annable, Zachery)</p>
07/20/2021	<p>● 2592 (1 pg) Notice of docketing APPELLANT SUPPLEMENTAL record on appeal. 3:21-CV-00879-K (RE: related document(s)2149 Notice of appeal filed by Interested Party James Dondero (RE: related document(s)2083 Order on motion to recuse Judge). Appellant Designation due by 04/15/2021. (Attachments: # 1 Exhibit)) (Blanco, J.)</p>

07/20/2021	<p>● 2593 (1 pg) Request for transcript regarding a hearing held on 7/19/2021. The requested turn-around time is hourly. (Edmond, Michael)</p>
07/20/2021	<p>● 2594 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2589 Motion to compromise controversy with Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital, Inc.. Related AP case numbers: 21-3000. Related defendants: Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital, Inc.. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 9/13/2021 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 2589, (Annable, Zachery)</p>
07/20/2021	<p>● 2595 (37 pgs) Application for compensation (<i>Fourteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from February 1, 2021 through February 28, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 2/1/2021 to 2/28/2021, Fee: \$55,885.00, Expenses: \$3,218.35. Filed by Other Professional Hayward PLLC (Annable, Zachery)</p>
07/20/2021	<p>● 2596 (4 pgs) Declaration re: (<i>Declaration of Alexander McGeoch in Support of Proposed Agreed Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the Petition Date</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)604 Application to employ Hunton Andrews Kurth LLP as Special Counsel (<i>Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the Petition Date</i>)). (Annable, Zachery)</p>
07/20/2021	<p>● 2597 (20 pgs) Certificate of service re: 1) <i>Nineteenth Monthly Application of Sidley Austin LLP for Allowance of Compensation and Reimbursement of Expenses for the Period from May 1, 2021 Through May 31, 2021</i>; 2) <i>Debtor's Reply to Plaintiffs' Post-Hearing Brief Regarding Motion for Modification of Order</i>; and 3) <i>Debtor's Witness and Exhibit List with Respect to Evidentiary Hearing to be Held on July 19, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2570 Amended application for compensation <i>Sidley Austin LLP's Amended 19th Application for Compensation</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 5/1/2021 to 5/31/2021, Fee: \$432,748.80, Expenses: \$4,983.88. Filed by Attorney Juliana Hoffman Objections due by 8/4/2021. filed by Creditor Committee Official Committee of Unsecured Creditors, 2571 Response opposed to (related document(s): 2534 Brief filed by Creditor CLO Holdco, Ltd., Interested Party CLO Holdco, Ltd., Creditor The Charitable DAF Fund, L.P., Interested Party The Charitable DAF Fund, L.P.) filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 2572 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2491 Motion for leave (<i>Debtor's Motion for Entry of an Order (i) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (ii) Granting Related Relief</i>)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/21/2021	<p>● 2598 (59 pgs) Transcript regarding Hearing Held 07/19/2021 (59 pages) RE: Debtor's Motion for Entry of Order Authorizing Creation of Indemnity Sub-Trust (2491); Pachulski Stang Fourth Interim Fee Application (2480). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 10/19/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 2583 Hearing held on 7/19/2021. (RE: related document(s)2480 Application for compensation Fourth Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from December 1, 2020 through April 30, 2021 for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 12/1/2020 to 4/30/2021, filed by Attorney Jeffrey Nathan Pomerantz). (Appearances: J. Pomeranz and J. Morris for Debtor; C. Taylor for J. Dondero; D. Draper for Dugaboy Trust; D. Rukavina for Advisors; M. Clemente for UCC; L. Lambert for UST. Nonevidentiary hearing. Application granted. Counsel to upload order.), 2584 Hearing held on 7/19/2021. (RE: related document(s)2491 Motion for leave (Debtor's Motion for Entry of an Order (i)</p>

	Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (ii) Granting Related Relief), filed by Debtor Highland Capital Management, L.P., (Appearances: J. Pomeranz and J. Morris for Debtor; C. Taylor for J. Dondero; D. Draper for Dugaboy Trust; D. Rukavina for Advisors; M. Clemente for UCC; L. Lambert for UST. Evidentiary hearing. Motion granted. Counsel to upload order.)). Transcript to be made available to the public on 10/19/2021. (Rehling, Kathy)
07/21/2021	<p>2599 (3 pgs) Order granting Debtor's Motion for Entry of an Order (i) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (ii) Granting Related Relief (related document # 2491) Entered on 7/21/2021. (Okafor, M.)</p>
07/21/2021	<p>2600 (11 pgs) Certificate of service re: <i>1) Debtor's Reply in Support of Motion for Entry of an Order (I) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry Into an Indemnity Trust Agreement and (II) Granting Related Relief; and 2) The Official Committee of Unsecured Creditors' Response and Joinder to the Debtor's Response to the Objection to Debtor's Motion for Entry of an Order (I) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry Into an Indemnity Trust Agreement and (II) Granting Related Relief</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2576 Reply to (related document(s): 2563 Objection filed by Interested Party James Dondero, Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., Creditor The Dugaboy Investment Trust) (<i>Debtor's Reply in Support of Motion for Entry of an Order (i) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (ii) Granting Related Relief</i>) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A) filed by Debtor Highland Capital Management, L.P., 2577 Joinder by filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2576 Reply). filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
07/22/2021	<p>2601 (5 pgs) Certificate of service re: <i>1) Sixth Interim Fee Application of Sidley Austin LLP, Attorneys for the Official Committee of Unsecured Creditors, for Compensation and Reimbursement of Expenses for the Period from March 1, 2021 Through and Including May 31, 2021; and 2) First Consolidated Monthly Fee Application of Teneo Capital, LLC as Litigation Advisor for the Official Committee of Unsecured Creditors for the Period from April 15, 2021 to and Including June 30, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2585 Application for compensation <i>Sidley Austin LLP's Sixth Interim Application for Compensation</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2021 to 5/31/2021, Fee: \$1,527,522.75, Expenses: \$32,957.78. Filed by Attorney Juliana Hoffman Objections due by 8/9/2021. filed by Creditor Committee Official Committee of Unsecured Creditors, 2586 Application for compensation of <i>Teneo Capital, LLC as Litigation Advisor</i> for Official Committee of Unsecured Creditors, Other Professional, Period: 4/15/2021 to 6/30/2021, Fee: \$80,000.00, Expenses: \$118.89. Filed by Attorney Juliana Hoffman Objections due by 8/9/2021. (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit) filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
07/22/2021	<p>2602 (3 pgs) Certificate of service re: (<i>Supplemental</i>) <i>1) Debtor's Third Omnibus Objection to Certain No Liability Claims; 2) Certification of No Objection Regarding Debtor's Third Omnibus Objection to Certain No Liability Claims; and 3) First Order Sustaining Debtor's Third Omnibus Objection to Certain No Liability Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarantha; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 4/20/2021. filed by Debtor Highland Capital Management, L.P., 2091 Certificate of service re: <i>Debtor's Third Omnibus Objection to Certain No Liability Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch;</p>

Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahana Abayarantha; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 4/20/2021. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert) Modified on 3/24/2021. filed by Claims Agent Kurtzman Carson Consultants LLC, [2464](#) Certificate of No Objection Regarding Debtor's Third Omnibus Objection to Certain No-Liability Claims filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[2059](#) Objection to claim). filed by Debtor Highland Capital Management, L.P., [2468](#) First Order sustaining Debtor's third omnibus objection to certain no liability claims (RE: related document(s)[2059](#) Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 6/21/2021 (Okafor, M.), [2478](#) Certificate of service re: *1) Order Requiring Disclosures; 2) Twelfth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from December 1, 2020 Through December 31, 2020; and 3) Certification of No Objection Regarding Debtor's Third Omnibus Objection to Certain No Liability Claims [No Responses Filed]* Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)[2460](#) Order Requiring Disclosures (RE: related document(s)[3](#) Chapter 11 Voluntary Petition. Fee Amount \$1717. filed by Debtor Highland Capital Management, L.P.). Within 21 days of the entry of this Order, the Non-Debtor Dondero-Related Entities named in this Order shall file a Notice in this case disclosing thereon: (a) who owns the entity (showing percentages);10 (b) whether Mr. Dondero or his family trusts have either a direct or indirect ownership interest in the entity and, if so, what percentage of ultimate ownership; (c) who are the officers, directors, managers and/or trustees of the Non-Debtor Dondero-Related Entity; and (d) whether the entity is a creditor of the Debtor (explaining in reasonable detail the amount and substance of its claims). Entered on 6/18/2021 (Okafor, M.), [2461](#) Application for compensation (*Twelfth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from December 1, 2020 through December 31, 2020*) for Hayward PLLC, Debtor's Attorney, Period: 12/1/2020 to 12/31/2020, Fee: \$43,270.00, Expenses: \$1,693.45. Filed by Other Professional Hayward PLLC filed by Other Professional Hayward PLLC, [2464](#) Certificate of No Objection Regarding Debtor's Third Omnibus Objection to Certain No-Liability Claims filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[2059](#) Objection to claim). filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC, [2479](#) Certificate of service re: *First Order Sustaining Debtor's Third Omnibus Objection to Certain No Liability Claims* Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)[2468](#) First Order sustaining Debtor's third omnibus objection to certain no liability claims (RE: related document(s)[2059](#) Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 6/21/2021 (Okafor, M.)). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)

07/23/2021

[2603](#) (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[2502](#) Application for compensation *Twentieth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from May 1, 2021 through May 31, 2021* for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 5/1/2021 to 5/31/2021,). (Pomerantz, Jeffrey)

07/23/2021

[2604](#) (2 pgs) Order granting motion to seal exhibits (related document # [2538](#)) Entered on 7/23/2021. (Okafor, M.)

07/23/2021

[2605](#) (16 pgs) Certificate of service re: *Documents Served on July 20, 2021* Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)[2588](#) Order granting fourth interim application for compensation (related document [2480](#)) granting for Jeffrey Nathan Pomerantz of Pachulski Stang Ziehl & Jones LLP, fees awarded: \$7527021.50, expenses awarded: \$80299.92 Entered on 7/20/2021. (Okafor, M.), [2589](#) Motion to compromise controversy with Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital, Inc.. Related AP case numbers: 21-3000. Related defendants: Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital, Inc.. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P., [2590](#) Declaration re: (*Declaration of John A. Morris in Support of Debtor's Motion for Entry of an Order Approving Settlement Pursuant to Bankruptcy Rule 9019 and Authorizing Actions Consistent Therewith*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[2589](#) Motion to compromise controversy

	<p>with Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital, Inc.. Related AP case numbers: 21-3000. Related defendant). (Attachments: # 1 Exhibit 1--Settlement Agreement) filed by Debtor Highland Capital Management, L.P., 2594 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2589 Motion to compromise controversy with Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital, Inc.. Related AP case numbers: 21-3000. Related defendants: Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital, Inc.. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 9/13/2021 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 2589, filed by Debtor Highland Capital Management, L.P., 2595 Application for compensation (<i>Fourteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from February 1, 2021 through February 28, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 2/1/2021 to 2/28/2021, Fee: \$55,885.00, Expenses: \$3,218.35. Filed by Other Professional Hayward PLLC filed by Other Professional Hayward PLLC, 2596 Declaration re: (<i>Declaration of Alexander McGeoch in Support of Proposed Agreed Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the Petition Date</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)604 Application to employ Hunton Andrews Kurth LLP as Special Counsel (<i>Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the Petition Date</i>)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/23/2021	<p>2606 (11 pgs) Certificate of service re: <i>Order Approving Debtor's Motion for Entry of an Order (I) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry Into an Indemnity Trust Agreement and (II) Granting Related Relief</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2599 Order granting Debtor's Motion for Entry of an Order (i) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (ii) Granting Related Relief (related document 2491) Entered on 7/21/2021. (Okafor, M.)). (Kass, Albert)</p>
07/26/2021	<p>2607 (7 pgs) Stipulation by Highland Capital Management, L.P. and Highland Capital Management Fund Advisors, L.P. and NexPoint Advisors, L.P.. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2345 Order to set hearing). (Annable, Zachery)</p>
07/26/2021	<p>2608 (5 pgs) Notice to take deposition of Wick Phillips Gould & Martin, LLP filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
07/27/2021	<p>2609 (15 pgs) Application for compensation (<i>Fifth Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from January 1, 2021 through January 31, 2021</i>) for Deloitte Tax LLP, Other Professional, Period: 1/1/2021 to 1/31/2021, Fee: \$11,549.20, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP (Annable, Zachery)</p>
07/27/2021	<p>2610 (12 pgs) Application for compensation (<i>Sixth Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from February 1, 2021 through February 28, 2021</i>) for Deloitte Tax LLP, Other Professional, Period: 2/1/2021 to 2/28/2021, Fee: \$4,933.20, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP (Annable, Zachery)</p>
07/27/2021	<p>2611 (53 pgs) Application for compensation <i>Sixth Interim Application for Compensation</i> for FTI Consulting, Inc., Financial Advisor, Period: 3/1/2021 to 5/31/2021, Fee: \$339,167.25, Expenses: \$0. Filed by Attorney Juliana Hoffman Objections due by 8/17/2021. (Hoffman, Juliana)</p>
07/27/2021	<p>2612 (4 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)2514 Application for compensation <i>Nineteenth Monthly Application for Compensation</i> for FTI Consulting, Inc., Financial Advisor, Period: to, Fee: \$88,932.60, Expenses: \$0.). (Hoffman, Juliana)</p>











07/27/2021	<p>● 2613 (11 pgs; 2 docs) Motion for leave to <i>File a Brief in Excess of Twenty-Five Pages</i> Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 8/17/2021. (Attachments: # 1 Proposed Order) (Montgomery, Paige)</p>
07/27/2021	<p>● 2614 (10 pgs) Motion for expedited hearing(related documents 2613 Motion for leave) <i>Motion for Expedited Consideration on The Official Committee of Unsecured Creditors' Emergency Motion for Leave to File a Brief in Excess of Twenty-Five Pages</i> Filed by Creditor Committee Official Committee of Unsecured Creditors (Montgomery, Paige)</p>
07/28/2021	<p>● 2615 (8 pgs) Objection to (related document(s): 2613 Motion for leave to <i>File a Brief in Excess of Twenty-Five Pages</i> filed by Creditor Committee Official Committee of Unsecured Creditors, 2614 Motion for expedited hearing(related documents 2613 Motion for leave) <i>Motion for Expedited Consideration on The Official Committee of Unsecured Creditors' Emergency Motion for Leave to File a Brief in Excess of Twenty-Five Pages</i> filed by Creditor Committee Official Committee of Unsecured Creditors) <i>Initial Objection To Motion For Leave And To Emergency Consideration Of The Motion For Leave</i> filed by Interested Party Highland Dallas Foundation, Inc., Respondent Mark Patrick. (Phillips, Louis)</p>
07/28/2021	<p>● 2616 (153 pgs; 3 docs) Support/supplemental document (<i>Notice of Filing of Exhibits B and C to the Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2537 Motion to sell property free and clear of liens under Section 363(f) (<i>Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief</i>). (Attachments: # 1 Exhibit B--Redacted PetroCap Partnership Agreement # 2 Exhibit C--Redacted SLP Partnership Agreement) (Annable, Zachery)</p>
07/28/2021	<p>● 2617 SEALED document regarding: Exhibit B: PetroCap Partnership Agreement per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2604 Order on motion to seal). (Annable, Zachery)</p>
07/28/2021	<p>● 2618 SEALED document regarding: Exhibit C: SLP Partnership Agreement per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2604 Order on motion to seal). (Annable, Zachery)</p>
07/28/2021	<p>● 2619 (9 pgs) Certificate of service re: <i>Order Granting Debtor's Motion for Entry of an Order Authorizing the Filing Under Seal of Exhibits to the Motion of the Debtor for Entry of an Order (I) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (II) Granting Related Relief</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2604 Order granting motion to seal exhibits (related document 2538) Entered on 7/23/2021. (Okafor, M.). (Kass, Albert)</p>
07/29/2021	<p>● 2620 (240 pgs; 2 docs) Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit Exhibits 1 to 15) (Montgomery, Paige)</p>
07/29/2021	<p>● 2621 (91 pgs; 3 docs) Objection to (related document(s): 2535 Motion to sell Property NOTE: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS. (<i>Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property</i> filed by Debtor Highland Capital Management, L.P.) filed by Interested Party NexPoint Advisors, L.P. (Attachments: # 1 Exhibit A - NexPoint PSA # 2 Exhibit B - PSA Redline) (Berghman, Thomas)</p>
07/29/2021	<p>● 2623 Addendum to record on appeal. Reason for supplemental record: United States Court of Appeals Order 00515933197. Circuit Case 21-10449, Civil Case Number: 3:21-cv-00538-N (RE: related document(s)1957 Notice of appeal . (Whitaker, Sheniqua)</p>

07/29/2021	<p>● 2624 (1 pg) Transmittal of addendum to record on appeal to U.S. District Court . Number of appellee records: 5 Sealed Documents (RE: related document(s) 2623 Addendum to record on appeal. Reason for supplemental record: United States Court of Appeals Order 00515933197. Circuit Case 21-10449, Civil Case Number: 3:21-cv-00538-N (RE: related document(s) 1957 Notice of appeal .) (Whitaker, Sheniqua)</p>
07/29/2021	<p>● 2625 (1 pg) Notice of docketing supplemental record on appeal. (RE: related document(s) 1957 Notice of appeal . (RE: related document(s) 1943 Order confirming chapter 11 plan). Civil Case 3:21-CV-00538-N, Circuit Court Case 21-10449 (Whitaker, Sheniqua)</p>
07/29/2021	<p>● 2626 (52 pgs; 3 docs) Objection to (related document(s): 2537 Motion to sell property free and clear of liens under Section 363(f) (<i>Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief filed by Debtor Highland Capital Management, L.P.)</i> filed by Interested Party NexPoint Advisors, L.P. (Attachments: # 1 Exhibit A - PSA # 2 Exhibit B - PSA Redline) (Berghman, Thomas)</p>
07/29/2021	<p>● 2627 (2 pgs) Order Granting The Official Committee of Unsecured Creditors' Motion for Leave to File a Brief in Excess of Twenty-Five Page (related document # 2613) Entered on 7/29/2021. (Okafor, M.)</p>
07/29/2021	<p>● 2628 (5 pgs; 2 docs) Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to June 30, 2021 filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A) (Hayward, Melissa)</p>
07/29/2021	<p>● 2629 (3 pgs) Chapter 11 Post-Confirmation Report for the Quarter Ending: June 30, 2021 filed by Debtor Highland Capital Management, L.P. (Hayward, Melissa)</p>
07/29/2021	<p>● 2630 (16 pgs) Certificate of service re: 1) Stipulation (A) Amending Scheduling Order and (B) Consolidating and Resolving Certain Matters; and 2) Debtors Amended Notice of Rule 30(b)(6) Deposition to Wick Phillips Gould & Martin, LLP Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2607 Stipulation by Highland Capital Management, L.P. and Highland Capital Management Fund Advisors, L.P. and NexPoint Advisors, L.P. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2345 Order to set hearing). filed by Debtor Highland Capital Management, L.P., 2608 Notice to take deposition of Wick Phillips Gould & Martin, LLP filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/30/2021	<p>● 2631 (3 pgs) Notice to take deposition of Mark Patrick filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
07/30/2021	<p>● 2632 (137 pgs) Application for compensation <i>Twenty-First Monthly Application for Compensation and for Reimbursement of Expenses for the Period from June 1, 2021 through June 30, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 6/1/2021 to 6/30/2021, Fee: \$1,200,401.75, Expenses: \$19,123.23. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 8/20/2021. (Pomerantz, Jeffrey)</p>
07/30/2021	<p>● 2633 (3 pgs) Witness and Exhibit List filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s) 2535 Motion to sell Property NOTE: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS. (<i>Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property, 2537 Motion to sell property free and clear of liens under Section 363(f) (Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief.</i>) (Berghman, Thomas)</p>
07/30/2021	<p>● 2634 (578 pgs; 16 docs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2535 Motion to sell Property NOTE: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS. (<i>Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property.</i>) (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 #</p>

07/30/2021	<p>● 2635 (3 pgs) Witness and Exhibit List filed by Interested Party PetroCap, LLC (RE: related document(s)2537 Motion to sell property free and clear of liens under Section 363(f) (<i>Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief</i>). (Schultz, Sarah)</p>
07/30/2021	<p>● 2636 (600 pgs; 16 docs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2537 Motion to sell property free and clear of liens under Section 363(f) (<i>Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief</i>). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15) (Annable, Zachery)</p>
07/30/2021	<p>● 2637 (3 pgs) Notice of hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit Exhibits 1 to 15)). Hearing to be held on 8/19/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2620, (Montgomery, Paige)</p>
07/30/2021	<p>● 2638 (3 pgs) Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2513 Notice of appeal, (Annable, Zachery).</p>
07/30/2021	<p>● 2639 (3 pgs) Certificate of service re: [<i>Customized for Rule 3001(e)(2) or 3001(e)(4)</i>] Notice of Transfer of Claim Pursuant to F.R.B.P. 3001(e)(2) or 3001(e)(4) [<i>Re Docket No. 2263</i>] Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2263 Assignment/Transfer of Claim. Fee Amount \$156. Transfer Agreement 3001 (e) 2 Transferors: HarbourVest 2017 Global Fund L.P. (Claim No. 143); HarbourVest 2017 Global AIF L.P. (Claim No. 147); HarbourVest Dover Street IX Investment L.P. (Claim No. 150); HV International VIII Secondary L.P. (Claim No. 153); HarbourVest Skew Base AIF L.P. (Claim No. 154); HarbourVest Partners L.P. (Claim No. 149) To Muck Holdings LLC. Filed by Creditor Muck Holdings LLC. filed by Creditor Muck Holdings LLC). (Kass, Albert)</p>
07/30/2021	<p>● 2640 (8 pgs) Certificate of service re: 1) <i>Fifth Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from January 1, 2021 Through January 31, 2021</i>; 2) <i>Sixth Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from February 1, 2021 Through February 28, 2021</i>; and 3) <i>Sixth Interim Fee Application of FTI Consulting, Inc. as Financial Advisor for the Official Committee of Unsecured Creditors, for Compensation and Reimbursement of Expenses for the Period from March 1, 2021 Through and Including May 31, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2609 Application for compensation (<i>Fifth Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from January 1, 2021 through January 31, 2021</i>) for Deloitte Tax LLP, Other Professional, Period: 1/1/2021 to 1/31/2021, Fee: \$11,549.20, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP filed by Other Professional Deloitte Tax LLP, 2610 Application for compensation (<i>Sixth Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from February 1, 2021 through February 28, 2021</i>) for Deloitte Tax LLP, Other Professional, Period: 2/1/2021 to 2/28/2021, Fee: \$4,933.20, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP filed by Other Professional Deloitte Tax LLP, 2611 Application for compensation <i>Sixth Interim Application for Compensation for FTI Consulting, Inc., Financial Advisor, Period: 3/1/2021 to 5/31/2021, Fee: \$339,167.25, Expenses: \$0. Filed by Attorney Juliana Hoffman Objections due by 8/17/2021. filed by Financial Advisor FTI Consulting, Inc.). (Kass, Albert)</i></p>
08/01/2021	<p>● 2641 (16 pgs) Motion to compel Mediation. Filed by Interested Party James Dondero (Taylor, Clay)</p>

08/02/2021	<p>● 2642 (5 pgs; 2 docs) Amended Notice of hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit Exhibits 1 to 15)). Hearing to be held on 8/19/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2620, (Attachments: # 1 Exhibit) (Hoffman, Juliana)</p>
08/02/2021	<p>● 2643 (29 pgs) Application for compensation (<i>Fourth Monthly Fee Application</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 3/1/2021 to 3/31/2021, Fee: \$37153.08, Expenses: \$30.90. Filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 8/23/2021. (Hesse, Gregory)</p>
08/02/2021	<p>● 2644 (27 pgs) Application for compensation (<i>Fifth Monthly Application</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 4/1/2021 to 4/30/2021, Fee: \$41,936.40, Expenses: \$573.69. Filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 8/23/2021. (Hesse, Gregory)</p>
08/02/2021	<p>● 2645 (24 pgs) Application for compensation (<i>Sixth Monthly Application</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 5/1/2021 to 5/31/2021, Fee: \$35,841.24, Expenses: \$0.00. Filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 8/23/2021. (Hesse, Gregory)</p>
08/02/2021	<p>● 2646 (32 pgs) Application for compensation (<i>Seventh Monthly Application</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 6/1/2021 to 6/30/2021, Fee: \$78,401.16, Expenses: \$0.00. Filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 8/23/2021. (Hesse, Gregory)</p>
08/02/2021	<p>● 2647 (12 pgs) Certificate of service re: 1) <i>The Official Committee of Unsecured Creditors' Emergency Motion for Leave to File a Brief in Excess of Twenty-Five Pages</i>; 2) <i>Motion for Expedited Consideration on the Official Committee of Unsecured Creditors' Emergency Motion for Leave to File a Brief in Excess of Twenty-Five Pages</i>; and 3) <i>Notice of Filing of Exhibits B and C to the Motion of the Debtor for Entry of an Order (I) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (II) Granting Related Relief</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2613 Motion for leave to File a Brief in Excess of Twenty-Five Pages Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 8/17/2021. (Attachments: # 1 Proposed Order) filed by Creditor Committee Official Committee of Unsecured Creditors, 2614 Motion for expedited hearing(related documents 2613 Motion for leave) <i>Motion for Expedited Consideration on The Official Committee of Unsecured Creditors' Emergency Motion for Leave to File a Brief in Excess of Twenty-Five Pages</i> Filed by Creditor Committee Official Committee of Unsecured Creditors filed by Creditor Committee Official Committee of Unsecured Creditors, 2616 Support/supplemental document (<i>Notice of Filing of Exhibits B and C to the Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2537 Motion to sell property free and clear of liens under Section 363(f) (<i>Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief</i>). (Attachments: # 1 Exhibit B--Redacted PetroCap Partnership Agreement # 2 Exhibit C--Redacted SLP Partnership Agreement) filed by Debtor Highland Capital Management, L.P. (Kass, Albert)</p>
08/02/2021	<p>● 2648 (25 pgs; 2 docs) Reply to (related document(s): 2621 Objection filed by Interested Party NexPoint Advisors, L.P.) (<i>Debtor's Reply in Support of Its Motion for Entry of an Order (i) Authorizing the Sale of Certain Real Property and (ii) Granting Related Relief</i>) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A) (Annable, Zachery)</p>
08/02/2021	<p>● 2649 (25 pgs; 2 docs) Reply to (related document(s): 2626 Objection filed by Interested Party NexPoint Advisors, L.P.) (<i>Debtor's Reply in Support of Its Motion for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief</i>) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A) (Annable, Zachery)</p>

08/02/2021	<p>● 2650 (5 pgs) Joinder by the Official Committee of Unsecured Creditors to the Debtor's Reply and Response filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2648 Reply, 2649 Reply). (Hoffman, Juliana)</p>
08/02/2021	<p>● 2651 (38 pgs) Application for compensation <i>Monthly Application for Compensation and Reimbursement of Expenses for Sidley Austin LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 6/1/2021 to 6/30/2021, Fee: \$464,954.40, Expenses: \$12,211.68. Filed by Attorney Juliana Hoffman Objections due by 8/23/2021. (Hoffman, Juliana)</p>
08/02/2021	<p>● 2652 (12 pgs; 2 docs) Motion to shorten time to Response Deadline to Rule 2004 Motion (RE: related document(s)2620 Motion for examination) Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 8/23/2021. (Attachments: # 1 Proposed Order) (Reid, Penny)</p>
08/02/2021	<p>● 2653 (245 pgs; 2 docs) Amended Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2636 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 18) (Annable, Zachery)</p>
08/02/2021	<p>● 2654 (10 pgs; 2 docs) Motion for expedited hearing(related documents 2652 Motion to extend/shorten time) Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Proposed Order) (Reid, Penny)</p>
08/03/2021	<p>● 2655 (3 pgs) Certificate of No Objection filed by Other Professional Hayward PLLC (RE: related document(s)2554 Application for compensation (<i>Thirteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from January 1, 2021 through January 31, 2021</i>) for Hayward PLLC, Debto). (Annable, Zachery)</p>
08/03/2021	<p>● 2656 (39 pgs; 3 docs) Amended Reply to (related document(s): 2621 Objection filed by Interested Party NexPoint Advisors, L.P., 2648 Reply filed by Debtor Highland Capital Management, L.P.) (<i>Debtor's Amended Reply in Support of Its Motion for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief</i>) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A # 2 Exhibit B) (Annable, Zachery)</p>
08/03/2021	<p>● 2657 (26 pgs; 3 docs) Amended Motion to compel Mediation. (related document: 2641) Filed by Interested Party James Dondero (Attachments: # 1 Exhibit UST Questionnaire and Information Sheet (Ex A) # 2 Exhibit Proposed Order (Ex B)) (Taylor, Clay)</p>
08/03/2021	<p>● 2658 (12 pgs) Certificate of service re: <i>Documents Served on July 29, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit Exhibits 1 to 15) filed by Creditor Committee Official Committee of Unsecured Creditors, 2627 Order Granting The Official Committee of Unsecured Creditors' Motion for Leave to File a Brief in Excess of Twenty-Five Page (related document 2613) Entered on 7/29/2021. (Okafor, M.), 2628 Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to June 30, 2021 filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A) filed by Debtor Highland Capital Management, L.P., 2629 Chapter 11 Post-Confirmation Report for the Quarter Ending: June 30, 2021 filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
08/03/2021	<p>● 2659 (14 pgs) Objection to (related document(s): 1888 Application for administrative expenses filed by Interested Party NexBank, Interested Party NexBank Capital Inc., Interested Party NexBank Securities Inc., Interested Party NexBank Title Inc.) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
08/04/2021	<p>● 2660 (31 pgs) Memorandum Opinion And Order Holding Certain Parties And Their Attorneys In Civil Contempt of Court For Violation Of Bankruptcy Court Orders (RE: related document(s)2247 Motion for</p>

	Order to show cause filed by Debtor Highland Capital Management, L.P.). Entered on 8/4/2021 (Okafor, M.)
08/04/2021	 2661 (3 pgs) Motion to appear pro hac vice for Thomas P. Cimino. Fee Amount \$100 Filed by Interested Party James Dondero (Taylor, Clay)
08/04/2021	 2662 (3 pgs) Motion to appear pro hac vice for Michael M. Eidelman. Fee Amount \$100 Filed by Interested Party James Dondero (Taylor, Clay)
08/04/2021	 2663 (3 pgs) Motion to appear pro hac vice for David L. Kane. Fee Amount \$100 Filed by Interested Party James Dondero (Taylor, Clay)
08/04/2021	 2664 (3 pgs) Motion to appear pro hac vice for William W. Thorsness. Fee Amount \$100 Filed by Interested Party James Dondero (Taylor, Clay)
08/04/2021	 2665 (3 pgs) Motion to appear pro hac vice for Douglas J. Lipke. Fee Amount \$100 Filed by Interested Party James Dondero (Taylor, Clay)
08/04/2021	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28893951, amount \$ 100.00 (re: Doc# 2661). (U.S. Treasury)
08/04/2021	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28893951, amount \$ 100.00 (re: Doc# 2662). (U.S. Treasury)
08/04/2021	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28893951, amount \$ 100.00 (re: Doc# 2663). (U.S. Treasury)
08/04/2021	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28893951, amount \$ 100.00 (re: Doc# 2664). (U.S. Treasury)
08/04/2021	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28893951, amount \$ 100.00 (re: Doc# 2665). (U.S. Treasury)
08/04/2021	  2666 (1 pg) PDF with attached Audio File. Court Date & Time [08/04/2021 08:49:40 AM]. File Size [28979 KB]. Run Time [02:03:57]. (admin).
08/04/2021	 2667 (1 pg) Court admitted exhibits date of hearing August 4, 2021 (RE: related document(s) 2535 Motion to sell Property: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS. (Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief), filed by Debtor Highland Capital Management, L.P., (COURT ADMITTED EXHIBIT'S #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14 & #15 THAT APPEAR AT DEOC. 2634 IN REGARDS TO MAPLE HOLDINGS BY JOHN MORRIS) (Edmond, Michael)
08/04/2021	 2668 (1 pg) Court admitted exhibits date of hearing August 4, 2021 (RE: related document(s) 2537 Motion to sell property free and clear of liens under Section 363(f) (Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief), filed by Debtor Highland Capital Management, L.P., COURT ADMITTED EXHIBIT'S #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15, #16, #17 THAT APPEAR AT DOC. #2636 AND EXHIBIT #18 THAT APPEAR AT DOC. #2653 FOR PETROCAP III; BY JOHN MORRIS) (Edmond, Michael)
08/04/2021	 2669 Hearing held on 8/4/2021. (RE: related document(s) 1888 Application for administrative expenses, filed by Interested Parties NexBank, NexBank Capital Inc., NexBank Securities Inc., NexBank Title Inc.)

	(Appearances: J. Pomerantz, J. Morris, and G. Demo for Debtor; L. Drawhorn for NexBank; M. Clemente for UCC; T. Berghman and J. Vasek for NexPoint Advisors; C. Taylor and J. Eidelman for J. Dondero; D. Draper for Dugaboy Trust; S. Shultz for PetroCap III purchaser. Nonevidentiary status conference. Parties expect to submit an agreed scheduling order shortly.) (Edmond, Michael)
08/04/2021	<p>2670 Hearing held on 8/4/2021. (RE: related document(s)2535 Motion to sell Property: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS (Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief), filed by Debtor Highland Capital Management, L.P., (Appearances: J. Pomerantz, J. Morris, and G. Demo for Debtor; L. Drawhorn for NexBank; M. Clemente for UCC; T. Berghman and J. Vasek for NexPoint Advisors; C. Taylor and J. Eidelman for J. Dondero; D. Draper for Dugaboy Trust; S. Shultz for PetroCap III purchaser. Evidentiary hearing. Objections and counter-bids withdrawn. Motion approved. Counsel to upload order.) (Edmond, Michael)</p>
08/04/2021	<p>2671 Hearing held on 8/4/2021. (RE: related document(s)2537 Motion to sell property free and clear of liens under Section 363(f) (Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief), filed by Debtor Highland Capital Management, L.P., (Appearances: J. Pomerantz, J. Morris, and G. Demo for Debtor; L. Drawhorn for NexBank; M. Clemente for UCC; T. Berghman and J. Vasek for NexPoint Advisors; C. Taylor and J. Eidelman for J. Dondero; D. Draper for Dugaboy Trust; S. Shultz for PetroCap III purchaser. Evidentiary hearing. Objections and counter-bids withdrawn. Motion approved. Counsel to upload order.) (Edmond, Michael)</p>
08/04/2021	<p>2672 (1 pg) Request for transcript regarding a hearing held on 8/4/2021. The requested turn-around time is hourly. (Edmond, Michael)</p>
08/04/2021	<p>2673 (8 pgs; 2 docs) Notice of appeal . Fee Amount \$298 filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Creditor The Dugaboy Investment Trust (RE: related document(s)2599 Order on motion for leave). Appellant Designation due by 08/18/2021. (Attachments: # 1 Exhibit A)(Vasek, Julian)</p>
08/04/2021	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number 28895617, amount \$ 298.00 (re: Doc# 2673). (U.S. Treasury)</p>
08/04/2021	<p>2674 (33 pgs) Certificate of service re: <i>Documents Served on July 30, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2631 Notice to take deposition of Mark Patrick filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2632 Application for compensation <i>Twenty-First Monthly Application for Compensation and for Reimbursement of Expenses for the Period from June 1, 2021 through June 30, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 6/1/2021 to 6/30/2021, Fee: \$1,200,401.75, Expenses: \$19,123.23. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 8/20/2021. filed by Debtor Highland Capital Management, L.P., 2634 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2535 Motion to sell Property NOTE: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS. (Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15) filed by Debtor Highland Capital Management, L.P., 2636 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2537 Motion to sell property free and clear of liens under Section 363(f) (Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15) filed by Debtor Highland Capital Management, L.P., 2637 Notice of hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit Exhibits 1 to 15)). Hearing to be held on 8/19/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2620, filed by Creditor</p>

Committee Official Committee of Unsecured Creditors, [2638](#) Appellee designation of comments for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s) [2513](#) Notice of appeal., filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)

08/05/2021	<p>2675 (83 pgs) Transcript regarding Hearing Held 08/04/2021 (83 pages) RE: Status Conference re: Application for Administrative Expenses; Motions to Sell. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 11/3/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 2669 Hearing held on 8/4/2021. (RE: related document(s) 1888 Application for administrative expenses, filed by Interested Parties NexBank, NexBank Capital Inc., NexBank Securities Inc., NexBank Title Inc.) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; L. Drawhorn for NexBank; M. Clemente for UCC; T. Berghman and J. Vasek for NexPoint Advisors; C. Taylor and J. Eidelman for J. Dondero; D. Draper for Dugaboy Trust; S. Shultz for PetroCap III purchaser. Nonevidentiary status conference. Parties expect to submit an agreed scheduling order shortly.), 2670 Hearing held on 8/4/2021. (RE: related document(s) 2535 Motion to sell Property: THE PROPERTY TO BE SOLD PURSUANT TO THIS MOTION TO SELL WILL NOT BE SOLD FREE AND CLEAR OF LIENS (Motion of the Debtor for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief), filed by Debtor Highland Capital Management, L.P., (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; L. Drawhorn for NexBank; M. Clemente for UCC; T. Berghman and J. Vasek for NexPoint Advisors; C. Taylor and J. Eidelman for J. Dondero; D. Draper for Dugaboy Trust; S. Shultz for PetroCap III purchaser. Evidentiary hearing. Objections and counter-bids withdrawn. Motion approved. Counsel to upload order.), 2671 Hearing held on 8/4/2021. (RE: related document(s) 2537 Motion to sell property free and clear of liens under Section 363(f) (Motion of the Debtor for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief), filed by Debtor Highland Capital Management, L.P., (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; L. Drawhorn for NexBank; M. Clemente for UCC; T. Berghman and J. Vasek for NexPoint Advisors; C. Taylor and J. Eidelman for J. Dondero; D. Draper for Dugaboy Trust; S. Shultz for PetroCap III purchaser. Evidentiary hearing. Objections and counter-bids withdrawn. Motion approved. Counsel to upload order.)). Transcript to be made available to the public on 11/3/2021. (Rehling, Kathy)</p>
08/05/2021	<p>2676 (26 pgs) Certificate of service re: <i>Documents Served on August 2, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2642 Amended Notice of hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit Exhibits 1 to 15)). Hearing to be held on 8/19/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2620, (Attachments: # 1 Exhibit) filed by Creditor Committee Official Committee of Unsecured Creditors, 2648 Reply to (related document(s): 2621 Objection filed by Interested Party NexPoint Advisors, L.P.) (<i>Debtor's Reply in Support of Its Motion for Entry of an Order (i) Authorizing the Sale of Certain Real Property and (ii) Granting Related Relief</i>) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A) filed by Debtor Highland Capital Management, L.P., 2649 Reply to (related document(s): 2626 Objection filed by Interested Party NexPoint Advisors, L.P.) (<i>Debtor's Reply in Support of Its Motion for Entry of an Order (i) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (ii) Granting Related Relief</i>) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A) filed by Debtor Highland Capital Management, L.P., 2650 Joinder by the Official Committee of Unsecured Creditors to the Debtor's Reply and Response filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 2648 Reply, 2649 Reply). filed by Creditor Committee Official Committee of Unsecured Creditors, 2651 Application for compensation <i>Monthly Application for Compensation and Reimbursement of Expenses for Sidley Austin LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 6/1/2021 to 6/30/2021, Fee: \$464,954.40, Expenses: \$12,211.68. Filed by Attorney Juliana Hoffman Objections due by 8/23/2021. filed by Creditor Committee Official Committee of Unsecured Creditors, 2652 Motion to shorten time to Response Deadline to Rule 2004 Motion (RE: related document(s) 2620 Motion for examination) Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 8/23/2021. (Attachments: # 1 Proposed Order) filed by Creditor Committee Official Committee of Unsecured Creditors, 2653 Amended Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2636 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 18) filed by Debtor Highland Capital Management, L.P., 2654 Motion for expedited hearing(related documents 2652 Motion to extend/shorten time) Filed by</p>

	Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Proposed Order) filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)
08/06/2021	2678 (11 pgs) Order approving stipulation (A) amending schedule and (B) consolidating and resolving certain matters (RE: related document(s) 2607 Stipulation filed by Debtor Highland Capital Management, L.P.). Trial in the Adversary Proceeding (including on the Advisors Admin Claim) is set for December 7 and 8, 2021 at 9:30 a.m. (Central Time), Entered on 8/6/2021 (Okafor, M.)
08/06/2021	2679 (3 pgs) Certificate Certificate of Conference filed by Interested Party James Dondero (RE: related document(s) 2657 Amended Motion to compel Mediation. (related document: 2641)). (Taylor, Clay)
08/06/2021	2680 (20 pgs) Certificate of service re: 1) Debtor's Amended Reply in Support of its Motion for Entry of an Order (I) Authorizing the Sale of Certain Property and (II) Granting Related Relief; and 2) Debtor's Objection to Application for Administrative Claim of NexBank Capital Inc., NexBank Securities, Inc., NexBank Title, Inc., and NexBank Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2656 Amended Reply to (related document(s): 2621 Objection filed by Interested Party NexPoint Advisors, L.P., 2648 Reply filed by Debtor Highland Capital Management, L.P.) (Debtor's Amended Reply in Support of Its Motion for Entry of an Order (i) Authorizing the Sale of Certain Property and (ii) Granting Related Relief) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Debtor Highland Capital Management, L.P., 2659 Objection to (related document(s): 1888 Application for administrative expenses filed by Interested Party NexBank, Interested Party NexBank Capital Inc., Interested Party NexBank Securities Inc., Interested Party NexBank Title Inc.) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
08/06/2021	2681 (1 pg) Order granting motion to appear pro hac vice adding Thomas P. Cimino for James Dondero (related document # 2661) Entered on 8/6/2021. (Okafor, M.)
08/06/2021	2682 (1 pg) Order granting motion to appear pro hac vice adding Michael E. Eidelman for James Dondero (related document # 2662) Entered on 8/6/2021. (Okafor, M.)
08/06/2021	2683 (1 pg) Order granting motion to appear pro hac vice adding David L. Kane for James Dondero (related document # 2663) Entered on 8/6/2021. (Okafor, M.)
08/06/2021	2684 (1 pg) Order granting motion to appear pro hac vice adding William W. Thorsness for James Dondero (related document # 2664) Entered on 8/6/2021. (Okafor, M.)
08/06/2021	2685 (1 pg) Order granting motion to appear pro hac vice adding Douglas J. Lipke for James Dondero (related document # 2665) Entered on 8/6/2021. (Okafor, M.)
08/06/2021	2686 (5 pgs) Second Agreed Supplemental Order authorizing the retention and employment of Hunt Andrews Kurth LLP as special counsel nunc pro tunc to the petition date (RE: related document(s) 1169 Agreed Supplemental Order authorizing the retention and employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the petition date (RE: related document(s) 763 Order on application to employ). Entered on 8/6/2021 (Okafor, M.)
08/06/2021	2687 (32 pgs) Order approving Debtors Motion for Entry of an Order (i)Authorizing the Sale of Certain Property and (ii) Granting Related Relief (related document # 2535) Entered on 8/6/2021. (Okafor, M.)
08/06/2021	2688 (3 pgs) Order granting the Committee's Emergency Motion to Set Briefing Schedule for Motion of the Official Committee of Unsecured Creditors and the Litigation Advisor for Entry of an Order Authorizing the Examination of Rule 2004 Parties Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (Re: related document(s) 2652 Motion to shorten time to Response Deadline to

	Rule 2004 Motion (RE: related document(s) 2620 Motion for examination) Entered on 8/6/2021. (Okafor, M.)
08/06/2021	2689 (11 pgs) Certificate of service re: <i>Memorandum Opinion and Order Holding Certain Parties and Their Attorneys in Civil Contempt of Court for Violation of Bankruptcy Court Orders</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2660 Memorandum Opinion And Order Holding Certain Parties And Their Attorneys In Civil Contempt of Court For Violation Of Bankruptcy Court Orders (RE: related document(s) 2247 Motion for order to show cause filed by Debtor Highland Capital Management, L.P.). Entered on 8/4/2021 (Okafor, M.)). (Kass, Albert)
08/06/2021	2690 (46 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2660 Memorandum Opinion And Order Holding Certain Parties And Their Attorneys In Civil Contempt of Court For Violation Of Bankruptcy Court Orders (RE: related document(s) 2247 Motion for order to show cause filed by Debtor Highland Capital Management, L.P.). Entered on 8/4/2021 (Okafor, M.)) No. of Notices: 3. Notice Date 08/06/2021. (Admin.)
08/08/2021	2691 (16 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2681 Order granting motion to appear pro hac vice adding Thomas P. Cimino for James Dondero (related document 2661) Entered on 8/6/2021. (Okafor, M.)) No. of Notices: 1. Notice Date 08/08/2021. (Admin.)
08/08/2021	2692 (16 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2682 Order granting motion to appear pro hac vice adding Michael E. Eidelman for James Dondero (related document 2662) Entered on 8/6/2021. (Okafor, M.)) No. of Notices: 1. Notice Date 08/08/2021. (Admin.)
08/08/2021	2693 (16 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2683 Order granting motion to appear pro hac vice adding David L. Kane for James Dondero (related document 2663) Entered on 8/6/2021. (Okafor, M.)) No. of Notices: 1. Notice Date 08/08/2021. (Admin.)
08/08/2021	2694 (16 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2684 Order granting motion to appear pro hac vice adding William W. Thorsness for James Dondero (related document 2664) Entered on 8/6/2021. (Okafor, M.)) No. of Notices: 1. Notice Date 08/08/2021. (Admin.)
08/09/2021	2695 (17 pgs) Application for compensation <i>Twentieth Monthly Application for Compensation</i> for FTI Consulting, Inc., Financial Advisor, Period: 6/1/2021 to 6/30/2021, Fee: \$80,105.04, Expenses: \$0. Filed by Attorney Juliana Hoffman Objections due by 8/30/2021. (Hoffman, Juliana)
08/09/2021	2696 (31 pgs; 3 docs) Adversary case 21-03051. Complaint by James Dondero against Alvarez & Marsal CRF Management, LLC and Farallon Capital Management, L.L.C.. Fee Amount \$350 (Attachments: # 1 Appendix # 2 Adversary Cover Sheet). Nature(s) of suit: 01 (Determination of removed claim or cause). (Rosenthal, Michael)
08/09/2021	2697 (4 pgs) Assignment/Transfer of Claim. Fee Amount \$52. Transfer Agreement 3001 (e) 2 Transferors: UBS Securities LLC and UBS AG London Branch (Claim No. 190, Amount \$32,175,000.00); UBS Securities LLC and UBS AG London Branch (Claim No. 191, Amount \$18,000,000.00) To Jessup Holdings LLC. Filed by Creditor Jessup Holdings LLC. (Leen, Edward)
08/09/2021	2698 (4 pgs) Assignment/Transfer of Claim. Fee Amount \$52. Transfer Agreement 3001 (e) 2 Transferors: UBS Securities LLC and UBS AG London Branch (Claim No. 190, Amount \$32,175,000.00); UBS Securities LLC and UBS AG London Branch (Claim No. 191, Amount \$18,000,000.00) To Muck Holdings LLC. Filed by Creditor Muck Holdings LLC. (Leen, Edward)
08/09/2021	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trelmagt] (52.00). Receipt number 28905213, amount \$ 52.00 (re: Doc# 2697). (U.S. Treasury)

08/09/2021	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (52.00). Receipt number 28905213, amount \$ 52.00 (re: Doc# 2698). (U.S. Treasury)
08/10/2021	2699 (17 pgs) Order granting motion of the Debtor for entry of an order (i) Authorizing the sale and/or forfeiture of certain limited partnership interests and other rights and (ii) Granting related relief (related document # 2537) Entered on 8/10/2021. (Rielly, Bill)
08/11/2021	2700 (4 pgs) Notice (<i>Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s) 1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). (Annable, Zachery)
08/11/2021	2701 (4 pgs) Certificate of No Objection filed by Other Professional Teneo Capital, LLC (RE: related document(s) 2586 Application for compensation of <i>Teneo Capital, LLC as Litigation Advisor</i> for Official Committee of Unsecured Creditors, Other Professional, Period: 4/15/2021 to 6/30/2021, Fee: \$80,000.00, Expenses: \$118.89.). (Hoffman, Juliana)
08/11/2021	2702 (16 pgs) Certificate of service re: <i>Documents Served on August 6, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2678 Order approving stipulation (A) amending schedule and (B) consolidating and resolving certain matters (RE: related document(s) 2607 Stipulation filed by Debtor Highland Capital Management, L.P.). Trial in the Adversary Proceeding (including on the Advisors Admin Claim) is set for December 7 and 8, 2021 at 9:30 a.m. (Central Time), Entered on 8/6/2021 (Okafor, M.), 2686 Second Agreed Supplemental Order authorizing the retention and employment of Hunt Andrews Kurth LLP as special counsel nunc pro tunc to the petition date (RE: related document(s) 1169 Agreed Supplemental Order authorizing the retention and employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the petition date (RE: related document(s) 763 Order on application to employ). Entered on 8/6/2021 (Okafor, M.), 2687 Order approving Debtors Motion for Entry of an Order (i)Authorizing the Sale of Certain Property and (ii) Granting Related Relief (related document 2535) Entered on 8/6/2021. (Okafor, M.), 2688 Order granting the Committee's Emergency Motion to Set Briefing Schedule for Motion of the Official Committee of Unsecured Creditors and the Litigation Advisor for Entry of an Order Authorizing the Examination of Rule 2004 Parties Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (Re: related document(s) 2652 Motion to shorten time to Response Deadline to Rule 2004 Motion (RE: related document(s) 2620 Motion for examination)) Entered on 8/6/2021. (Okafor, M.)). (Kass, Albert)
08/12/2021	2703 (3 pgs) Certificate of No Objection filed by Other Professional Hayward PLLC (RE: related document(s) 2595 Application for compensation (<i>Fourteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from February 1, 2021 through February 28, 2021</i>) for Hayward PLLC, Deb). (Annable, Zachery)
08/12/2021	2704 (5 pgs) Certificate of service re: <i>Twentieth Monthly Application of FTI Consulting, Inc. for Allowance of Compensation and Reimbursement of Expenses for the Period from June 1, 2021 to and Including June 30, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2695 Application for compensation <i>Twentieth Monthly Application for Compensation</i> for FTI Consulting, Inc., Financial Advisor, Period: 6/1/2021 to 6/30/2021, Fee: \$80,105.04, Expenses: \$0. Filed by Attorney Juliana Hoffman Objections due by 8/30/2021. filed by Financial Advisor FTI Consulting, Inc.). (Kass, Albert)
08/13/2021	2706 (13 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s) 2673 Notice of appeal . filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Creditor The Dugaboy Investment Trust (RE: related document(s) 2599 Order on motion for leave). (Attachments: # 1 Service List) (Whitaker, Sheniqua)

08/13/2021	<p>● 2707 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)2673 Notice of appeal . filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Creditor The Dugaboy Investment Trust (RE: related document(s)2599 Order on motion for leave). Appellant Designation due by 08/18/2021. (Attachments: # 1 Exhibit A)) (Whitaker, Sheniqua)</p>
08/13/2021	<p>● 2708 (35 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-01895-D. (RE: related document(s)2673 Notice of appeal . filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Creditor The Dugaboy Investment Trust (RE: related document(s)2599 Order on motion for leave). (Attachments: # 1 Exhibit A)) (Whitaker, Sheniqua)</p>
08/13/2021	<p>● 2709 (15 pgs) Certificate of service re: <i>Order Approving Motion of the Debtor for Entry of an Order (I) Authorizing the Sale and/or Forfeiture of Certain Limited Partnership Interests and Other Rights and (II) Granting Related Relief</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2699 Order granting motion of the Debtor for entry of an order (i) Authorizing the sale and/or forfeiture of certain limited partnership interests and other rights and (ii) Granting related relief (related document 2537) Entered on 8/10/2021.). (Kass, Albert)</p>
08/16/2021	<p>● 2710 (41 pgs) Application for compensation - <i>Eighth Monthly Fee Application</i> for Hunton Andrews Kurth LLP, Special Counsel, Period: 7/1/2021 to 7/31/2021, Fee: \$161,981.82, Expenses: \$1,100.68. Filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 9/7/2021. (Hesse, Gregory)</p>
08/16/2021	<p>● 2711 (3 pgs) Motion to appear pro hac vice for Blaire Cahn. Fee Amount \$100 Filed by Interested Party Matthew DiOrio, Scott Ellington, Isaac Leventon, Mary Kathryn Lucas (nee Irving), John Paul Sevilla, Stephanie Vitiello, and Frank Waterhouse (Smith, Frances)</p>
08/16/2021	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28921283, amount \$ 100.00 (re: Doc# 2711). (U.S. Treasury)</p>
08/16/2021	<p>● 2712 (35 pgs; 2 docs) Notice of appeal . Fee Amount \$298 filed by Interested Party James Dondero (RE: related document(s)2660 Memorandum of opinion). Appellant Designation due by 08/30/2021. (Attachments: # 1 Ex. 1 - Order)(Assink, Bryan)</p>
08/16/2021	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number 28921379, amount \$ 298.00 (re: Doc# 2712). (U.S. Treasury)</p>
08/16/2021	<p>● 2713 (4 pgs) Notice of appeal by <i>The Charitable DAF Fund, L.P., CLO Holdco, Ltd., Mark Patrick, Sbaiti & Company PLLC, Mazin A. Sbaiti, Jonathan Bridges</i>. Fee Amount \$298 filed by Interested Parties CLO Holdco, Ltd., Charitable DAF Fund, LP. Appellant Designation due by 08/30/2021. (Sbaiti, Mazin). Related document(s) 2660 Memorandum of opinion. Modified LINKAGE on 9/17/2021 (Blanco, J.).</p>
08/16/2021	<p>● 2714 (128 pgs; 2 docs) Objection to (related document(s): 2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Interested Party James Dondero. (Attachments: # 1 Ex. A - Transcript) (Taylor, Clay)</p>
08/16/2021	<p>● 2715 (21 pgs) Objection to (related document(s): 2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Dolomiti LLC, Dana Scott Breault, SLHC Trust, The Get Good Non Exempt Trust No 2, Get Good Non Exempt Trust No 1, The Dondero Insurance Rabbi Trust, Get Better Trust, Canis Minor Trust, Get Good Trust, The Dugaboy Investment Trust. (Draper, Douglas)</p>
08/16/2021	<p>● 2716 (4 pgs) Objection to (related document(s): 2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. filed by Creditor Committee Official Committee of</p>

	Unsecured Creditors) filed by Interested Parties NexPoint Advisors GP, LLC, Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P.. (Vasek, Julian)
08/16/2021	● 2717 (5 pgs) Objection to (related document(s): 2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Interested Party NexPoint Strategic Opportunities Fund. (Hogewood, A.)
08/16/2021	● 2718 (32 pgs) Objection to (related document(s): 2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. filed by Creditor Committee Official Committee of Unsecured Creditors) <i>Objection To The Motion Of The Official Committee Of Unsecured Creditors And The Litigation Advisor For Entry Of An Order</i> filed by Highland Dallas Foundation, Inc., Charitable DAF GP, L.P., Charitable DAF HoldCo, Ltd., Interested Party Charitable DAF Fund, LP. (Phillips, Louis)
08/16/2021	● 2719 (4 pgs) Notice of Appearance and Request for Notice by Cortney C. Thomas filed by Interested Parties Okada Family Foundation, Inc., The Okada Insurance Rabbi Trust, The Mark & Pamela Okada Family Trust - Exempt Trust #2, The Mark & Pamela Okada Family Trust - Exempt Trust #1, Mark Okada. (Thomas, Cortney)
08/16/2021	● 2720 (3 pgs) Motion to appear pro hac vice for Brian Glueckstein. Fee Amount \$100 Filed by Interested Parties Mark Okada, Okada Family Foundation, Inc., The Mark & Pamela Okada Family Trust - Exempt Trust #1, The Mark & Pamela Okada Family Trust - Exempt Trust #2, The Okada Insurance Rabbi Trust (Thomas, Cortney)
08/16/2021	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28921800, amount \$ 100.00 (re: Doc# 2720). (U.S. Treasury)
08/16/2021	● 2721 (6 pgs) Objection to (related document(s): 2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Interested Parties Mark Okada, Okada Family Foundation, Inc., The Mark & Pamela Okada Family Trust - Exempt Trust #1, The Mark & Pamela Okada Family Trust - Exempt Trust #2, The Okada Insurance Rabbi Trust. (Thomas, Cortney)
08/16/2021	● 2722 (4 pgs) Joinder by <i>NexPoint RE Entities' to Objections to 2004 Motion</i> filed by Interested Parties NexPoint Hospitality Trust, NexPoint Multifamily Capital Trust, Inc., NexPoint Real Estate Advisors II, L.P., NexPoint Real Estate Advisors III, L.P., NexPoint Real Estate Advisors IV, L.P., NexPoint Real Estate Advisors V, L.P., NexPoint Real Estate Advisors VI, L.P., NexPoint Real Estate Advisors VII, L.P., NexPoint Real Estate Advisors VIII, L.P., NexPoint Real Estate Advisors, L.P., NexPoint Real Estate Finance Inc., NexPoint Residential Trust, Inc., Nexpoint Real Estate Capital, LLC, VineBrook Homes, Trust, Inc., Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s) 2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion., 2714 Objection, 2715 Objection, 2716 Objection). (Drawhorn, Lauren)
08/16/2021	● 2723 (26 pgs; 2 docs) Objection to (related document(s): 2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. filed by Creditor Committee Official Committee of Unsecured Creditors) <i>and Reservation of Rights</i> filed by Witness Nancy Dondero. (Attachments: # 1 Exhibit A) (Deutsch-Perez, Deborah)
08/16/2021	● 2724 (34 pgs; 2 docs) Objection to (related document(s): 2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. filed by Creditor Committee Official Committee of Unsecured Creditors) <i>Objection To The Motion Of The Official Committee Of Unsecured Creditors And The Litigation Advisor For Entry Of An Order</i> filed by Interested Parties Mary Jalonick, Highland Kansas City Foundation, Inc., Highland Santa Barbara Foundation, Inc., The Greater Kansas City Community Foundation, The Santa Barbara Foundation, The Dallas Foundation. (Attachments: # 1 Publication Regarding Ms. Jalonicks Service) (Phillips, Louis)

08/16/2021	<p>● 2725 (4 pgs) Objection to (related document(s): 2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Interested Party Matthew DiOrio, Scott Ellington, Isaac Leventon, Mary Kathryn Lucas (nee Irving), John Paul Sevilla, Stephanie Vitiello, and Frank Waterhouse. (Smith, Frances)</p>
08/16/2021	<p>● 2726 (15 pgs) Objection to (related document(s): 2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Creditor Grant James Scott III. (Kane, John)</p>
08/17/2021	<p>● 2727 (6 pgs) Certificate of service re: Reservation of Rights Regarding Motion of the Official Committee of Unsecured Creditors and the Litigation Advisor for Entry of an Order Authorizing the Examination of Rule 2004 Parties Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure filed by Interested Party Matthew DiOrio, Scott Ellington, Isaac Leventon, Mary Kathryn Lucas (nee Irving), John Paul Sevilla, Stephanie Vitiello, and Frank Waterhouse (RE: related document(s)2725 Objection). (Soderlund, Eric)</p>
08/17/2021	<p>● 2728 (3 pgs) Motion to appear pro hac vice for Susheel Kirpalani. Fee Amount \$100 Filed by Creditor Committee Official Committee of Unsecured Creditors (Montgomery, Paige) MODIFIED attorney name on 8/19/2021 (Okafor, M.).</p>
08/17/2021	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28924194, amount \$ 100.00 (re: Doc# 2728). (U.S. Treasury)</p>
08/17/2021	<p>● 2729 (3 pgs) Motion to appear pro hac vice for Benjamin Finestone. Fee Amount \$100 Filed by Creditor Committee Official Committee of Unsecured Creditors (Montgomery, Paige)</p>
08/17/2021	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28924291, amount \$ 100.00 (re: Doc# 2729). (U.S. Treasury)</p>
08/17/2021	<p>● 2730 (3 pgs) Motion to appear pro hac vice for Deborah Newman. Fee Amount \$100 Filed by Creditor Committee Official Committee of Unsecured Creditors (Montgomery, Paige)</p>
08/17/2021	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28924312, amount \$ 100.00 (re: Doc# 2730). (U.S. Treasury)</p>
08/17/2021	<p>● 2731 (3 pgs) Motion to appear pro hac vice for Jordan Harap. Fee Amount \$100 Filed by Creditor Committee Official Committee of Unsecured Creditors (Montgomery, Paige)</p>
08/17/2021	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28924326, amount \$ 100.00 (re: Doc# 2731). (U.S. Treasury)</p>
08/17/2021	<p>● 2732 (3 pgs) Witness and Exhibit List for August 19, 2021 Hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion.). (Montgomery, Paige)</p>
08/17/2021	<p>● 2733 (39 pgs; 3 docs) Witness and Exhibit List filed by Creditor Grant James Scott III (RE: related document(s)2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion.). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (Kane, John)</p>
08/17/2021	<p>● 2734 (30 pgs) Application for compensation - <i>Ninth Monthly Fee Application</i> for Hunton Andrews Kurth LLP, Special Counsel, Period: 8/1/2021 to 8/11/2021, Fee: \$59,205.24, Expenses: \$169.36. Filed by Attorney Gregory Getty Hesse, Spec. Counsel Hunton Andrews Kurth LLP Objections due by 9/7/2021. (Hesse, Gregory)</p>

08/17/2021	<p>● 2735 (501 pgs; 19 docs) Witness and Exhibit List filed by Interested Party Highland Dallas Foundation, Inc. (RE: related document(s)2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion.). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 27 # 16 28 # 17 Exhibit 36 # 18 Exhibit 37) (Phillips, Louis)</p>
08/17/2021	<p>● 2736 (21 pgs) Certificate of service re: Motion for Order on Rule 2004 Parties, Notice of Hearing on Motion for Order on Rule 2004 Parties, Amended Notice of Hearing on Motion for Order on Rule 2004 Parties, Motion to Set Briefing Schedule on Motion for Order on Rule 2004 Parties, Motion for Expedited Consideration on Motion to Set Briefing Schedule on Motion for Order on Rule 2004 Parties, Order Granting Emergency Motion to Set Briefing Schedule, Motion for Leave to File Brief in Excess of 25-pages, Motion for Expedited Consideration of Motion for Leave, Order Granting Leave to File Brief in Excess of 25-pages filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2613 Motion for leave to <i>File a Brief in Excess of Twenty-Five Pages</i>, 2614 Motion for expedited hearing(related documents 2613 Motion for leave) <i>Motion for Expedited Consideration on The Official Committee of Unsecured Creditors' Emergency Motion for Leave to File a Brief in Excess of Twenty-Five Pages</i>, 2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion., 2627 Order on motion for leave, 2637 Notice of hearing, 2642 Notice of hearing, 2652 Motion to shorten time to Response Deadline to Rule 2004 Motion (RE: related document(s)2620 Motion for examination), 2654 Motion for expedited hearing(related documents 2652 Motion to extend/shorten time) , 2688 Order on motion to extend/shorten time). (Montgomery, Paige)</p>
08/18/2021	<p>● 2737 (2192 pgs; 37 docs) Witness and Exhibit List filed by Interested Party James Dondero (RE: related document(s)2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion.). (Attachments: # 1 Dondero Ex. A # 2 Dondero Ex. B # 3 Dondero Ex. C # 4 Dondero Ex. D # 5 Dondero Ex. E # 6 Dondero Ex. F # 7 Dondero Ex. G # 8 Dondero Ex. H # 9 Dondero Ex. I # 10 Dondero Ex. J # 11 Dondero Ex. K # 12 Dondero Ex. L # 13 Dondero Ex. M # 14 Dondero Ex. N # 15 Dondero Ex. O # 16 Dondero Ex. P # 17 Dondero Ex. Q # 18 Dondero Ex. R # 19 Dondero Ex. S # 20 Dondero Ex. T # 21 Dondero Ex. U # 22 Dondero Ex. V # 23 Dondero Ex. W # 24 Dondero Ex. X # 25 Dondero Ex. Y # 26 Dondero Ex. Z # 27 Dondero Ex. AA # 28 Dondero Ex. BB # 29 Dondero Ex. CC # 30 Dondero Ex. DD # 31 Dondero Ex. EE # 32 Dondero Ex. FF # 33 Dondero Ex. GG # 34 Dondero Ex. HH # 35 Dondero Ex. II # 36 Dondero Ex. JJ) (Assink, Bryan)</p>
08/18/2021	<p>● 2738 (6 pgs) Appellant designation of contents for inclusion in record on appeal filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Creditor The Dugaboy Investment Trust (RE: related document(s)2673 Notice of appeal). Appellee designation due by 09/1/2021. (Vasek, Julian)</p>
08/18/2021	<p>● 2739 (4 pgs) Statement of issues on appeal, filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Creditor The Dugaboy Investment Trust (RE: related document(s)2673 Notice of appeal). (Vasek, Julian)</p>
08/18/2021	<p>● 2740 (3 pgs) Witness and Exhibit List filed by Witness Nancy Dondero (RE: related document(s)2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion.). (Deutsch-Perez, Deborah)</p>
08/18/2021	<p>● 2741 (13 pgs; 2 docs) Omnibus Reply to (related document(s): 2714 Objection filed by Interested Party James Dondero) filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. (Attachments: # 1 Proposed Order) (Montgomery, Paige)</p>
08/18/2021	<p>● 2742 (122 pgs) Application for compensation <i>Twenty-Second Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from July 1, 2021 through July 31, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 7/1/2021 to 7/31/2021, Fee: \$1,275,026.00, Expenses: \$25,276.19. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 9/8/2021. (Pomerantz, Jeffrey)</p>

08/18/2021	<p>● 2743 (14 pgs; 2 docs) Notice of Agreed Order filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (RE: related document(s)2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit Exhibits 1 to 15)). (Attachments: # 1 Exhibit A-Proposed Order) (Montgomery, Paige)</p>
08/19/2021	<p>● 2744 (1 pg) Order granting motion to appear pro hac vice adding Blaire Cahn for Matthew DiOrio, Scott Ellington, Isaac Leventon, Mary Kathryn Lucas (nee Irving), John Paul Sevilla, Stephanie Vitiello, and Frank Waterhouse (related document # 2711) Entered on 8/19/2021. (Okafor, M.)</p>
08/19/2021	<p>● 2745 (1 pg) Order granting motion to appear pro hac vice adding Brian D. Glueckstein for The Mark & Pamela Okada Family Trust - Exempt Trust #1; The Mark & Pamela Okada Family Trust - Exempt Trust #2; The Okada Insurance Rabbi Trust; Mark Okada and Okada Family Foundation, Inc. (related document # 2720) Entered on 8/19/2021. (Okafor, M.)</p>
08/19/2021	<p>● 2746 Hearing held on 8/19/2021. (RE: related document(s)2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion, filed by Creditor Committee Official Committee of Unsecured Creditors; (Appearances: J. Pomeranz for Debtor; P. Montgomery and D. Newman for Litigation Trustee, M. Kirschner; L. Phillips for CLO Holdco. Nonevidentiary announcement of an agreed order. Counsel to upload order.) (Edmond, Michael)</p>
08/19/2021	<p>● 2747 (175 pgs) Certificate of service re: <i>Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2700 Notice (<i>Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
08/19/2021	<p>● 2748 (13 pgs) Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)2453 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
08/19/2021	<p>● 2749 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2748 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)2453 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 9/13/2021 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 2748, (Annable, Zachery)</p>
08/20/2021	<p>● 2750 (8 pgs) Agreed Order granting motion for 2004 examination of various entities/persons as set forth fully in the Motion (related doc # 2620) Entered on 8/20/2021. (Okafor, M.)</p>
08/20/2021	<p>● 2751 (12 pgs) Certificate of service re: <i>The Litigation Trustees Witness and Exhibit List for August 19, 2021 Hearing</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2732 Witness and Exhibit List for August 19, 2021 Hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion.). filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
08/20/2021	<p>● 2752 (16 pgs) Certificate of service re: 1) <i>Omnibus Reply of the Litigation Trustee in Support of Motion for Entry of an Order Authorizing the Examination of Rule 2004 Parties Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure</i>; and 2) <i>Twenty-Second Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from July 1, 2021 Through July 31, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants</p>

	<p>LLC (related document(s) 2741 Omnibus Reply to (related document(s) 2714 Objection filed by Interested Party James Dondero) filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. (Attachments: # 1 Proposed Order) filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust, 2742 Application for compensation <i>Twenty-Second Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from July 1, 2021 through July 31, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 7/1/2021 to 7/31/2021, Fee: \$1,275,026.00, Expenses: \$25,276.19. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 9/8/2021. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
08/21/2021	<p>2753 (17 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2744 Order granting motion to appear pro hac vice adding Blaire Cahn for Matthew DiOrio, Scott Ellington, Isaac Leventon, Mary Kathryn Lucas (nee Irving), John Paul Sevilla, Stephanie Vitiello, and Frank Waterhouse (related document 2711) Entered on 8/19/2021. (Okafor, M.)) No. of Notices: 1. Notice Date 08/21/2021. (Admin.)</p>
08/21/2021	<p>2754 (17 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2745 Order granting motion to appear pro hac vice adding Brian D. Glueckstein for The Mark & Pamela Okada Family Trust - Exempt Trust #1; The Mark & Pamela Okada Family Trust - Exempt Trust #2; The Okada Insurance Rabbi Trust; Mark Okada and Okada Family Foundation, Inc. (related document 2720) Entered on 8/19/2021. (Okafor, M.)) No. of Notices: 1. Notice Date 08/21/2021. (Admin.)</p>
08/23/2021	<p>2755 (3 pgs) Certificate No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2632 Application for compensation <i>Twenty-First Monthly Application for Compensation and for Reimbursement of Expenses for the Period from June 1, 2021 through June 30, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 6/1/2021 to 6/30/). (Pomerantz, Jeffrey)</p>
08/23/2021	<p>2756 (10 pgs; 2 docs) Response opposed to (related document(s): 2657 Amended Motion to compel Mediation. (related document: 2641) filed by Interested Party James Dondero) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A) (Annable, Zachery)</p>
08/23/2021	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number 28936978, amount \$ 298.00 (re: Doc# 2713). (U.S. Treasury)</p>
08/23/2021	<p>2757 (5 pgs) Agreed first amended scheduling order (RE: related document(s) 2196 Motion to disqualify Wick Phillips Gould & Martin, LLP as counsel to HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 11/15/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2196, Entered on 8/23/2021 (Okafor, M.)</p>
08/23/2021	<p>2758 (4 pgs) Amended notice of appeal filed by Interested Parties CLO Holdco, Ltd., Charitable DAF Fund, LP (RE: related document(s) 2713 Notice of appeal). (Sbaiti, Mazin)</p>
08/23/2021	<p>2760 (9 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s) 2758 Amended notice of appeal filed by Interested Parties CLO Holdco, Ltd., Charitable DAF Fund, LP (RE: related document(s) 2713 Notice of appeal).) (Attachments: # 1 Service List) (Whitaker, Sheniqua)</p>
08/23/2021	<p>2761 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s) 2758 Amended Notice of appeal by <i>The Charitable DAF Fund, L.P., CLO Holdco, Ltd., Mark Patrick, Sbaiti & Company PLLC, Mazin A. Sbaiti, Jonathan Bridges</i>. (Whitaker, Sheniqua)</p>
08/23/2021	<p>2762 (4 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-01974-X. (RE: related document(s) 2758 Amended notice of appeal filed by Interested Parties CLO Holdco, Ltd., Charitable DAF Fund, LP (RE: related document(s) 2713 Notice of appeal).) (Whitaker, Sheniqua) MODIFIED text on 8/24/2021 (Whitaker, Sheniqua).</p>

08/24/2021	<p>● 2763 (2 pgs) Withdrawal (<i>Notice of Withdrawal of Amended Motion to Compel Mediation</i>) filed by Interested Party James Dondero (RE: related document(s)2657 Amended Motion to compel Mediation. (related document: 2641)). (Assink, Bryan)</p>
08/24/2021	<p>● 2765 (41 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s)2712 Notice of appeal . filed by Interested Party James Dondero (RE: related document(s)2660 Memorandum of opinion). Appellant Designation due by 08/30/2021. (Attachments: # 1 Ex. 1 - Order)) (Attachments: # 1 Service List) (Whitaker, Sheniqua)</p>
08/24/2021	<p>● 2766 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)2712 Notice of appeal . filed by Interested Party James Dondero (RE: related document(s)2660 Memorandum of opinion). (Attachments: # 1 Ex. 1 - Order)) (Whitaker, Sheniqua)</p>
08/24/2021	<p>● 2767 (99 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-01979-S. (RE: related document(s)2712 Notice of appeal . filed by Interested Party James Dondero (RE: related document(s)2660 Memorandum of opinion). (Whitaker, Sheniqua)</p>
08/24/2021	<p>● 2768 (4 pgs) Agreed Scheduling Order on Debtor's third omnibus objection to certain no liability claims (related document 2226 and 2267). Hearing to be held on 12/15/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2059, Entered on 8/24/2021. (Okafor, M.)</p>
08/24/2021	<p>● 2769 (1 pg) Order granting motion to appear pro hac vice adding Susheel Kirpalani for Litigation Sub-Trust (related document # 2728) Entered on 8/24/2021. (Okafor, M.)</p>
08/24/2021	<p>● 2770 (1 pg) Order granting motion to appear pro hac vice adding Benjamin I. Finestone for Litigation Sub-Trust (related document # 2729) Entered on 8/24/2021. (Okafor, M.)</p>
08/24/2021	<p>● 2771 (1 pg) Order granting motion to appear pro hac vice adding Deborah J. Newman for Litigation Sub-Trust (related document # 2730) Entered on 8/24/2021. (Okafor, M.)</p>
08/24/2021	<p>● 2772 (1 pg) Order granting motion to appear pro hac vice adding Jordan A. Harap for Litigation Sub-Trust (related document # 2731) Entered on 8/24/2021. (Okafor, M.)</p>
08/24/2021	<p>● 2773 (45 pgs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from May 1, 2021 through May 31, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). (Annable, Zachery)</p>
08/24/2021	<p>● 2774 (47 pgs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from June 1, 2021 through June 30, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). (Annable, Zachery)</p>
08/24/2021	<p>● 2775 (22 pgs) Certificate of service re: 1) <i>Notice of Proposed Agreed Order Granting the Motion of the Official Committee of Unsecured Creditors and the Litigation Advisor for Entry of an Order Authorizing the Examination of Rule 2004 Parties Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure</i>; 2) <i>Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure</i>; and 3) <i>Notice of Hearing</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2743 <i>Notice of Agreed Order</i> filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (RE: related document(s)2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion. Filed by Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit Exhibits 1 to 15)). (Attachments: # 1 Exhibit A-Proposed Order) filed by Interested Party Litigation Trustee of the Highland Capital</p>

	<p>Management, L.P. Litigation Sub-Trust, 2748 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)2453 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 2749 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2748 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)2453 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 9/13/2021 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 2748, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
08/24/2021	<p>2776 (5 pgs) Certificate of service re: <i>(Supplemental) 1) The Litigation Trustees Witness and Exhibit List for August 19, 2021 Hearing; and 2) Omnibus Reply of the Litigation Trustee in Support of Motion for Entry of an Order Authorizing the Examination of Rule 2004 Parties Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2732 Witness and Exhibit List for August 19, 2021 Hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion.). filed by Creditor Committee Official Committee of Unsecured Creditors, 2741 Omnibus Reply to (related document(s): 2714 Objection filed by Interested Party James Dondero) filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. (Attachments: # 1 Proposed Order) filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust, 2751 Certificate of service re: <i>The Litigation Trustees Witness and Exhibit List for August 19, 2021 Hearing</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2732 Witness and Exhibit List for August 19, 2021 Hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2620 Motion for 2004 examination of Various entities/persons as set forth fully in the Motion.). filed by Creditor Committee Official Committee of Unsecured Creditors). filed by Claims Agent Kurtzman Carson Consultants LLC, 2752 Certificate of service re: <i>1) Omnibus Reply of the Litigation Trustee in Support of Motion for Entry of an Order Authorizing the Examination of Rule 2004 Parties Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure; and 2) Twenty-Second Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from July 1, 2021 Through July 31, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2741 Omnibus Reply to (related document(s): 2714 Objection filed by Interested Party James Dondero) filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. (Attachments: # 1 Proposed Order) filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust, 2742 Application for compensation <i>Twenty-Second Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from July 1, 2021 through July 31, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 7/1/2021 to 7/31/2021, Fee: \$1,275,026.00, Expenses: \$25,276.19. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 9/8/2021. filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
08/25/2021	<p>2777 (17 pgs) Certificate of service re: <i>Agreed Order Granting the Motion of the Official Committee of Unsecured Creditors and the Litigation Advisor for Entry of an Order Authorizing the Examination of Rule 2004 Parties Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2750 Agreed Order granting motion for 2004 examination of various entities/persons as set forth fully in the Motion (related doc 2620) Entered on 8/20/2021. (Okafor, M.)). (Kass, Albert)</p>
08/26/2021	<p>2778 (13 pgs; 2 docs) Notice of Authority to Clerk of Bankruptcy Court filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2553 Amended appellant designation of contents for inclusion in record on appeal pursuant to Fed. R. Bankr. P. 8009 filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2452 Appellant designation).). (Attachments: # 1 Exhibit A) (Draper, Douglas)</p>
08/26/2021	<p>2779 (16 pgs) Certificate of service re: <i>1) Debtors Response to James Donderos First Amended Motion for Entry of an Order (I) Compelling Mediation and (II) Granting Related Relief; and 2) Agreed First Amended Scheduling Order with Respect to Debtors Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC</i> Filed by Claims Agent Kurtzman Carson Consultants LLC</p>

	(related document(s) 2756 Response opposed to (related document(s) 2637 Amended Motion to Compel Mediation. (related document: 2641) filed by Interested Party James Dondero) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A) filed by Debtor Highland Capital Management, L.P., 2757 Agreed first amended scheduling order (RE: related document(s) 2196 Motion to disqualify Wick Phillips Gould & Martin, LLP as counsel to HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 11/15/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2196 , Entered on 8/23/2021 (Okafor, M.)). (Kass, Albert)
08/26/2021	2780 (41 pgs) Application for compensation (<i>Fifteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from March 1, 2021 through March 31, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 3/1/2021 to 3/31/2021, Fee: \$52,302.50, Expenses: \$1,131.65. Filed by Other Professional Hayward PLLC (Annable, Zachery)
08/26/2021	2781 (2 pgs) Certificate of No Objection filed by Spec. Counsel Hunton Andrews Kurth LLP (RE: related document(s) 2643 Application for compensation (<i>Fourth Monthly Fee Application</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 3/1/2021 to 3/31/2021, Fee: \$37153.08, Expenses: \$30.90.). (Hesse, Gregory)
08/26/2021	2782 (2 pgs) Certificate of No Objection filed by Spec. Counsel Hunton Andrews Kurth LLP (RE: related document(s) 2644 Application for compensation (<i>Fifth Monthly Application</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 4/1/2021 to 4/30/2021, Fee: \$41,936.40, Expenses: \$573.69.). (Hesse, Gregory)
08/26/2021	2783 (2 pgs) Certificate of No Objection filed by Spec. Counsel Hunton Andrews Kurth LLP (RE: related document(s) 2645 Application for compensation (<i>Sixth Monthly Application</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 5/1/2021 to 5/31/2021, Fee: \$35,841.24, Expenses: \$0.00.). (Hesse, Gregory)
08/26/2021	2784 (2 pgs) Certificate of No Objection filed by Spec. Counsel Hunton Andrews Kurth LLP (RE: related document(s) 2646 Application for compensation (<i>Seventh Monthly Application</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 6/1/2021 to 6/30/2021, Fee: \$78,401.16, Expenses: \$0.00.). (Hesse, Gregory)
08/26/2021	2785 (18 pgs) BNC certificate of mailing. (RE: related document(s) 2761 Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s) 2758 Amended Notice of appeal by <i>The Charitable DAF Fund, L.P., CLO Holdco, Ltd., Mark Patrick, Sbaiti & Company PLLC, Mazin A. Sbaiti, Jonathan Bridges.</i>) No. of Notices: 1. Notice Date 08/26/2021. (Admin.)
08/26/2021	2786 (18 pgs) BNC certificate of mailing. (RE: related document(s) 2766 Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s) 2712 Notice of appeal . filed by Interested Party James Dondero (RE: related document(s) 2660 Memorandum of opinion. (Attachments: # 1 Ex. 1 - Order))) No. of Notices: 1. Notice Date 08/26/2021. (Admin.)
08/26/2021	2787 (17 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2770 Order granting motion to appear pro hac vice adding Benjamin I. Finestone for Litigation Sub-Trust (related document 2729) Entered on 8/24/2021. (Okafor, M.)) No. of Notices: 0. Notice Date 08/26/2021. (Admin.)
08/26/2021	2788 (17 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2771 Order granting motion to appear pro hac vice adding Deborah J. Newman for Litigation Sub-Trust (related document 2730) Entered on 8/24/2021. (Okafor, M.)) No. of Notices: 1. Notice Date 08/26/2021. (Admin.)
08/26/2021	2789 (17 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2772 Order granting motion to appear pro hac vice adding Jordan A. Harap for Litigation Sub-Trust (related document 2731) Entered on 8/24/2021. (Okafor, M.)) No. of Notices: 1. Notice Date 08/26/2021. (Admin.)

08/27/2021	<p>2790 (3 pgs) Motion to appear pro hac vice for Kenneth H. Brown. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
08/27/2021	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28948918, amount \$ 100.00 (re: Doc# 2790). (U.S. Treasury)</p>
08/27/2021	<p>2791 (21 pgs) Certificate of service re: 1) <i>Agreed Scheduling Order on Debtors Third Omnibus Objection to Certain No Liability Claims</i>; 2) <i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from May 1, 2021 through May 31, 2021</i>; and 3) <i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from June 1, 2021 through June 30, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2768 <i>Agreed Scheduling Order on Debtor's third omnibus objection to certain no liability claims</i> (related document 2226 and 2267). Hearing to be held on 12/15/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2059, Entered on 8/24/2021. (Okafor, M.), 2773 <i>Notice (Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from May 1, 2021 through May 31, 2021)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)853 <i>Order granting application to employ Development Specialists, Inc. as Other Professional</i> (related document 775) Entered on 7/16/2020. (Ecker, C.)). filed by Debtor Highland Capital Management, L.P., 2774 <i>Notice (Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from June 1, 2021 through June 30, 2021)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)853 <i>Order granting application to employ Development Specialists, Inc. as Other Professional</i> (related document 775) Entered on 7/16/2020. (Ecker, C.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
08/27/2021	<p>2792 (5 pgs) Certificate of service re: <i>Fifteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from March 1, 2021 through March 31, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2780 <i>Application for compensation (Fifteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from March 1, 2021 through March 31, 2021)</i> for Hayward PLLC, Debtor's Attorney, Period: 3/1/2021 to 3/31/2021, Fee: \$52,302.50, Expenses: \$1,131.65. Filed by Other Professional Hayward PLLC filed by Other Professional Hayward PLLC). (Kass, Albert)</p>
08/27/2021	<p>2793 (3 pgs) Certificate of service re: <i>(Supplemental) Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2700 <i>Notice (Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1943 <i>Order confirming the fifth amended chapter 11 plan, as modified and granting related relief</i> (RE: related document(s)1472 <i>Chapter 11 plan</i> filed by Debtor Highland Capital Management, L.P., 1808 <i>Chapter 11 plan</i> filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P., 2747 <i>Certificate of service re: Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2700 <i>Notice (Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1943 <i>Order confirming the fifth amended chapter 11 plan, as modified and granting related relief</i> (RE: related document(s)1472 <i>Chapter 11 plan</i> filed by Debtor Highland Capital Management, L.P., 1808 <i>Chapter 11 plan</i> filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
08/28/2021	<p>2794 (52 pgs) Transcript regarding Hearing Held 08/19/2021 (52 pages) RE: Motion for 2004 Exam (#2620). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 11/26/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 2746 <i>Hearing held on 8/19/2021.</i> (RE: related document(s)2620 <i>Motion for 2004 examination of Various entities/persons as set forth fully in the Motion,</i></p>

	filed by Creditor Committee Official Committee of Unsecured Creditors; (Appearances: J. Pomeranz for Debtor; P. Montgomery and D. Newman for Litigation Trustee, M. Kirschner; L. Phillips for CLO Holdco. Nonevidentiary announcement of an agreed order. Counsel to upload order.)). Transcript to be made available to the public on 11/26/2021. (Rehling, Kathy)
08/30/2021	2795 (4 pgs) Notice (<i>Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim 75 and 197</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
08/30/2021	2796 (75 pgs; 4 docs) Objection to claim(s) of Creditor(s) The Dugaboy Investment Trust.. Filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) (Annable, Zachery)
08/30/2021	2797 (13 pgs) Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Party James Dondero (RE: related document(s) 2712 Notice of appeal). Appellee designation due by 09/13/2021. (Assink, Bryan)
08/30/2021	2798 (19 pgs) Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Parties CLO Holdco, Ltd., Charitable DAF Fund, LP (RE: related document(s) 2713 Notice of appeal). Appellee designation due by 09/13/2021. (Sbaiti, Mazin)
08/31/2021	2799 (1 pg) Order granting motion to appear pro hac vice adding Kenneth H. Brown for Highland Capital Management, L.P. (related document # 2790) Entered on 8/31/2021. (Okafor, M.)
09/01/2021	2800 (7 pgs) Certificate of service re: <i>Motion for Admission Pro Hac Vice of Kenneth H. Brown to Represent Highland Capital Management, L.P.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2790 Motion to appear pro hac vice for Kenneth H. Brown. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
09/02/2021	2801 (3 pgs) Notice (<i>Notice of Appointment of Members of the Oversight Board of the Highland Claimant Trust</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
09/02/2021	2802 (16 pgs) Certificate of service re: <i>1) Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim 75 and 197; and 2) Objection to Proof of Claim Number 131 Filed by The Dugaboy Investment Trust on April 8, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2795 Notice (<i>Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim 75 and 197</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2796 Objection to claim(s) of Creditor(s) The Dugaboy Investment Trust.. Filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
09/02/2021	2803 (17 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2799 Order granting motion to appear pro hac vice adding Kenneth H. Brown for Highland Capital Management, L.P. (related document 2790) Entered on 8/31/2021. (Okafor, M.)) No. of Notices: 1. Notice Date 09/02/2021. (Admin.)
09/03/2021	2804 (7 pgs) Certificate of service re: <i>1) Order for Admission Pro Hac Vice of Kenneth H. Brown to Represent Highland Capital Management, L.P.; and 2) Notice of Appointment of Members of the Oversight Board of the Highland Claimant Trust</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2799 Order granting motion to appear pro hac vice adding Kenneth H. Brown for Highland Capital Management, L.P. (related document 2790) Entered on 8/31/2021. (Okafor, M.), 2801 Notice (<i>Notice of Appointment of Members of the Oversight Board of the Highland Claimant Trust</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)

09/03/2021	<p>● 2805 (4 pgs) Certificate of service re: [<i>Customized for Rule 3001(e)(2) or 3001(e)(4)</i>] <i>Notice of Transfer of Claim Pursuant to F.R.B.P. 3001(e)(2) or 3001(e)(4)</i> [Re Docket Nos. 2697 and 2698] Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2697 Assignment/Transfer of Claim. Fee Amount \$52. Transfer Agreement 3001 (e) 2 Transferors: UBS Securities LLC and UBS AG London Branch (Claim No. 190, Amount \$32,175,000.00); UBS Securities LLC and UBS AG London Branch (Claim No. 191, Amount \$18,000,000.00) To Jessup Holdings LLC. Filed by Creditor Jessup Holdings LLC. filed by Creditor Jessup Holdings LLC, 2698 Assignment/Transfer of Claim. Fee Amount \$52. Transfer Agreement 3001 (e) 2 Transferors: UBS Securities LLC and UBS AG London Branch (Claim No. 190, Amount \$32,175,000.00); UBS Securities LLC and UBS AG London Branch (Claim No. 191, Amount \$18,000,000.00) To Muck Holdings LLC. Filed by Creditor Muck Holdings LLC. filed by Creditor Muck Holdings LLC). (Kass, Albert)</p>
09/03/2021	<p>● 2806 (3 pgs) Certificate of service re: (<i>Supplemental</i>) <i>Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2700 <i>Notice (Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P., 2747 Certificate of service re: <i>Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2700 <i>Notice (Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
09/03/2021	<p>● 2807 (4 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2570 Amended application for compensation <i>Sidley Austin LLP's Amended 19th Application for Compensation</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 5/1/2021 to 5/31/2021, Fee: \$432,748.80, Expenses: \$). (Hoffman, Juliana)</p>
09/03/2021	<p>● 2808 (4 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2651 Application for compensation <i>Monthly Application for Compensation and Reimbursement of Expenses for Sidley Austin LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 6/1/2021 to 6/30/2021, Fee: \$464,954.40, E). (Hoffman, Juliana)</p>
09/03/2021	<p>● 2809 (3 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)2585 Application for compensation <i>Sidley Austin LLP's Sixth Interim Application for Compensation</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2021 to 5/31/2021, Fee: \$1,527,522.75, Expenses: \$32,9). (Hoffman, Juliana)</p>
09/07/2021	<p>● 2811 (1 pg) Notice of Transmittal; 3:21-CV-01590-N - Appellant Supplemental Record Vol. 1 and 2 per District Court order entered 8/24/2021 . (Blanco, J.) Modified TEXT on 9/7/2021 (Blanco, J.).</p>
09/07/2021	<p>● 2812 (2 pgs) Order denying as moot motion to compel compliance with Bankruptcy Rule 2015.3 (related document # 2256) Entered on 9/7/2021. (Okafor, M.)</p>
09/08/2021	<p>● 2813 (2 pgs) Notice (<i>Notice of Removal of Matter from September 13, 2021 Hearing Docket</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2589 Motion to compromise controversy with Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital, Inc.. Related AP case numbers: 21-3000. Related defendants: Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital,</p>

	Inc.. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A - Proposed Order). (Annable, Zachery)
09/08/2021	2815 (1 pg) Transmittal of record on appeal to U.S. District Court . Deficient record on appeal: Appellee failed to provide court admitted exhibits for hearings: January 9, 2020 (doc 335); AND July 14, 2020 (doc 836). ,Transmitted: Volume 1, Mini Record. Number of appellant volumes: 21 Number of appellee volumes: 2. Civil Case Number: 3:21-CV-01585-S (RE: related document(s) 2513 Notice of appeal) (Blanco, J.)
09/08/2021	2816 (1 pg) Notice of docketing DEFICIENT record on appeal. 3:21-CV-01585-S (RE: related document(s) 2513 Notice of appeal (RE: related document(s) 2506 Order on motion to reconsider). (Blanco, J.)
09/09/2021	2817 (7 pgs) Order approving stipulation and agreed order authorizing withdrawal of proof of claims 75 and 197 (RE: related document(s) 2795 Notice (generic) filed by Debtor Highland Capital Management, L.P.). Entered on 9/9/2021 (Okafor, M.)
09/09/2021	2818 (3 pgs) Certificate No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2742 Application for compensation <i>Twenty-Second Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from July 1, 2021 through July 31, 2021</i> for Jeffrey). (Pomerantz, Jeffrey)
09/09/2021	2819 (289 pgs; 8 docs) Objection to claim(s) of Creditor(s) The Dugaboy Investment Trust.. Filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G) (Annable, Zachery)
09/09/2021	2820 (3 pgs) Notice to take deposition of Robert L. Kehr filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. (Drawhorn, Lauren)
09/09/2021	2821 (3 pgs) Notice to take deposition of Ben Selman filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
09/09/2021	2822 (2 pgs) Certificate of No Objection filed by Spec. Counsel Hunton Andrews Kurth LLP (RE: related document(s) 2710 Application for compensation - <i>Eighth Monthly Fee Application</i> for Hunton Andrews Kurth LLP, Special Counsel, Period: 7/1/2021 to 7/31/2021, Fee: \$161,981.82, Expenses: \$1,100.68.). (Hesse, Gregory)
09/09/2021	2823 (2 pgs) Certificate of No Objection filed by Spec. Counsel Hunton Andrews Kurth LLP (RE: related document(s) 2734 Application for compensation - <i>Ninth Monthly Fee Application</i> for Hunton Andrews Kurth LLP, Special Counsel, Period: 8/1/2021 to 8/11/2021, Fee: \$59,205.24, Expenses: \$169.36.). (Hesse, Gregory)
09/09/2021	2824 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2796 Objection to claim(s) of Creditor(s) The Dugaboy Investment Trust.. Filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C), 2819 Objection to claim(s) of Creditor(s) The Dugaboy Investment Trust.. Filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G)). Hearing to be held on 10/25/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2819 and for 2796 , (Annable, Zachery)
09/10/2021	2825 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2748 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 2453 Order on motion to extend/shorten time)). (Annable, Zachery)

09/10/2021	<p>● 2826 (5 pgs) Certificate of service re: <i>(Supplemental) 1) Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.; and 2) Agreed Scheduling Order on Debtors Third Omnibus Objection to Certain No Liability Claims Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2700 Notice (Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P., 2747 Certificate of service re: Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2700 Notice (Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC, 2768 Agreed Scheduling Order on Debtor's third omnibus objection to certain no liability claims (related document 2226 and 2267). Hearing to be held on 12/15/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2059, Entered on 8/24/2021. (Okafor, M.), 2791 Certificate of service re: 1) <i>Agreed Scheduling Order on Debtors Third Omnibus Objection to Certain No Liability Claims</i>; 2) <i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from May 1, 2021 through May 31, 2021</i>; and 3) <i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from June 1, 2021 through June 30, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2768 Agreed Scheduling Order on Debtor's third omnibus objection to certain no liability claims (related document 2226 and 2267). Hearing to be held on 12/15/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2059, Entered on 8/24/2021. (Okafor, M.), 2773 Notice (Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from May 1, 2021 through May 31, 2021) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). filed by Debtor Highland Capital Management, L.P., 2774 Notice (Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from June 1, 2021 through June 30, 2021) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</i></p>
09/13/2021	<p>● 2827 (2 pgs) Notice (<i>Notice of Removal of Matter from September 13, 2021 Hearing Docket</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2748 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)2453 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). (Annable, Zachery)</p>
09/13/2021	<p>● 2828 (2 pgs) Order Further Extending Period Within Which The Reorganized Debtor May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (Related document #2748) Entered on 9/13/2021. (Okafor, M.)</p>
09/13/2021	<p>● 2829 (23 pgs) Order granting Debtor's motion to compromise controversy with Highland Capital Management Fund Advisors, Nexpoint Advisors, Highland Income Fund, Nexpoint Strategic Opportunities Fund, and Nexpoint Capital (related document # 2589) Entered on 9/13/2021. (Okafor, M.)</p>
09/13/2021	<p>● 2831 (11 pgs) Certificate of service re: <i>Notice of Removal of Matter from September 13, 2021 Hearing Docket</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2813 Notice (<i>Notice of Removal of Matter from September 13, 2021 Hearing Docket</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2589 Motion to compromise controversy with Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint</p>

	Strategic Opportunities Fund, and NexPoint Capital, Inc.. Related AP case numbers: 21-5000. Related defendants: Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Highland Income Fund, NexPoint Strategic Opportunities Fund, and NexPoint Capital, Inc.. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
09/13/2021	2832 (3 pgs) Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2713 Notice of appeal, 2758 Amended notice of appeal). (Annable, Zachery).
09/13/2021	2833 (3 pgs) Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2712 Notice of appeal). (Annable, Zachery)
09/14/2021	2834 (2 pgs) Notice of change of address filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
09/14/2021	2835 (1 pg) Transmittal of record on appeal to U.S. District Court . Complete record on appeal . , Transmitted: Volume 1, Mini Record. Number of appellant volumes: 21 . Civil Case Number: 3:21-CV-01295-X (RE: related document(s) 2398 Notice of appeal) (Blanco, J.)
09/14/2021	2837 (1 pg) Notice of docketing COMPLETE record on appeal. 3:21-CV-01295-X (RE: related document(s) 2398 Notice of appeal (RE: related document(s) 2389 Order on motion to compromise controversy).) (Blanco, J.)
09/14/2021	2838 (5 pgs) Notice of transmittal: 13 SEALED DOCS (RE: related document(s) 2837 Notice of docketing COMPLETE record on appeal. 3:21-CV-01295-X (RE: related document(s) 2398 Notice of appeal (RE: related document(s) 2389 Order on motion to compromise controversy).) (Blanco, J.)). (Blanco, J.)
09/14/2021	2839 (22 pgs) Certificate of service re: <i>Documents Served on or Before September 9, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2817 Order approving stipulation and agreed order authorizing withdrawal of proof of claims 75 and 197 (RE: related document(s) 2795 Notice (generic) filed by Debtor Highland Capital Management, L.P.). Entered on 9/9/2021 (Okafor, M.), 2819 Objection to claim(s) of Creditor(s) The Dugaboy Investment Trust.. Filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G) filed by Debtor Highland Capital Management, L.P., 2821 Notice to take deposition of Ben Selman filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2824 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2796 Objection to claim(s) of Creditor(s) The Dugaboy Investment Trust.. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C), 2819 Objection to claim(s) of Creditor(s) The Dugaboy Investment Trust.. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G)). Hearing to be held on 10/25/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2819 and for 2796 , filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
09/14/2021	2840 (5 pgs; 2 docs) Notice of appeal <i>Order Denying Motion to Compel Compliance With Bankruptcy Rule 2015.3</i> . Fee Amount \$298 filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s) 2812 Order on motion to compel). Appellant Designation due by 09/28/2021. (Attachments: # 1 Exhibit A)(Draper, Douglas)
09/14/2021	Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number 28984191, amount \$ 298.00 (re: Doc# 2840). (U.S. Treasury)
09/15/2021	2841 (6 pgs; 2 docs) First Amended notice of appeal filed by Get Good Trust, The Dugaboy Investment

	Trust (RE: related document(s) 2840 Notice of appeal). (Attachments: # 1 Exhibit A)(Draper, Douglas)
09/15/2021	<p>2842 (40 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2829 Order granting Debtor's motion to compromise controversy with Highland Capital Management Fund Advisors, Nexpoint Advisors, Highland Income Fund, Nexpoint Strategic Opportunities Fund, and Nexpoint Capital (related document 2589) Entered on 9/13/2021. (Okafor, M.)) No. of Notices: 1. Notice Date 09/15/2021. (Admin.)</p>
09/16/2021	<p>2844 (3 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s) 2611 Application for compensation <i>Sixth Interim Application for Compensation</i> for FTI Consulting, Inc., Financial Advisor, Period: 3/1/2021 to 5/31/2021, Fee: \$339,167.25, Expenses: \$0.). (Hoffman, Juliana)</p>
09/16/2021	<p>2845 (4 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s) 2695 Application for compensation <i>Twentieth Monthly Application for Compensation</i> for FTI Consulting, Inc., Financial Advisor, Period: 6/1/2021 to 6/30/2021, Fee: \$80,105.04, Expenses: \$0.). (Hoffman, Juliana)</p>
09/16/2021	<p>2846 (31 pgs) Certificate of service re: <i>Documents Served on September 13, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2827 Notice (<i>Notice of Removal of Matter from September 13, 2021 Hearing Docket</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2748 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 2453 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). filed by Debtor Highland Capital Management, L.P., 2828 Order Further Extending Period Within Which The Reorganized Debtor May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (Related document #2748) Entered on 9/13/2021. (Okafor, M.), 2829 Order granting Debtor's motion to compromise controversy with Highland Capital Management Fund Advisors, Nexpoint Advisors, Highland Income Fund, Nexpoint Strategic Opportunities Fund, and Nexpoint Capital (related document 2589) Entered on 9/13/2021. (Okafor, M.), 2832 Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2713 Notice of appeal, 2758 Amended notice of appeal).. filed by Debtor Highland Capital Management, L.P., 2833 Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2712 Notice of appeal). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
09/17/2021	<p>2847 (1 pg) Transmittal of record on appeal to U.S. District Court . Complete record on appeal . , Transmitted: Volume 1, Mini Record. Number of appellant volumes: 13 . Civil Case Number: 3:21-CV-1895-D (RE: related document(s) 2673 Notice of appeal Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Creditor The Dugaboy Investment Trust (RE: related document(s) 2599 Order on motion for leave.) (Blanco, J.)</p>
09/17/2021	<p>2848 (1 pg) Notice of docketing COMPLETE record on appeal. 3:21-CV-01895-D (RE: related document(s) 2673 Notice of appeal filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Creditor The Dugaboy Investment Trust (RE: related document(s) 2599 Order on motion for leave). (Blanco, J.)</p>
09/17/2021	<p>2849 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2609 Application for compensation (<i>Fifth Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from January 1, 2021 through January 31, 2021</i>) for Deloitte Tax LLP). (Annable, Zachery)</p>
09/17/2021	<p>2850 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2610 Application for compensation (<i>Sixth Monthly Fee Statement of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from February 1, 2021 through February 28, 2021</i>) for Deloitte Tax LLP). (Annable, Zachery)</p>

09/17/2021	<p>● 2851 (3 pgs) Certificate of No Objection filed by Other Professional Hayward PLLC (RE: related document(s)2780 Application for compensation (<i>Fifteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from March 1, 2021 through March 31, 2021</i>) for Hayward PLLC, Debtor's A). (Annable, Zachery)</p>
09/17/2021	<p>● 2852 (49 pgs; 2 docs) Application for compensation for Eastern Point Trust Company, Inc. , Administrator of non-qualified executive compensation and the Trustee for the Associated Rabi Trust for Highland Capital Management, L.P., Fee: \$203423.00, Expenses: \$0.00. Filed by Eastern Point Trust Company, Inc. (Attachments: # 1 Exhibit 1) (Okafor, M.)</p>
09/17/2021	<p>● 2853 (7 pgs) Certificate of service re: <i>Notice of Reorganized Debtors Change of Address</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2834 Notice of change of address filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
09/20/2021	<p>● 2854 (4 pgs) Stipulation by Highland Capital Management, L.P. and The Pension Benefit Guaranty Corporation. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1808 Chapter 11 plan). (Annable, Zachery)</p>
09/21/2021	<p>● 2855 (6 pgs) Order approving stipulation and agreed order authorizing withdrawal of proofs of claims 49, 50, and 51 filed by The Pension Benefit Guaranty Corporation (RE: related document(s)2854 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 9/21/2021 (Okafor, M.)</p>
09/21/2021	<p>● 2856 (27 pgs; 3 docs) Motion for leave (<i>Motion of the Reorganized Debtor for an Order Authorizing Entry into an Amended and Restated Employee Stipulation</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B) (Annable, Zachery)</p>
09/21/2021	<p>● 2857 (15 pgs; 2 docs) Motion to disallow claims (<i>Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A) (Annable, Zachery)</p>
09/22/2021	<p>● 2858 (44 pgs) Application for compensation (<i>Sixteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from April 1, 2021 through April 30, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 4/1/2021 to 4/30/2021, Fee: \$55,665.00, Expenses: \$2,879.41. Filed by Attorney Zachery Z. Annable, Other Professional Hayward PLLC (Annable, Zachery)</p>
09/22/2021	<p>● 2859 (45 pgs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from July 1, 2021 through July 31, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). (Annable, Zachery)</p>
09/22/2021	<p>● 2861 (10 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s)2841 First Amended notice of appeal filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2840 Notice of appeal). (Attachments: # 1 Exhibit A)) (Attachments: # 1 Service List) (Whitaker, Sheniqua)</p>
09/22/2021	<p>● 2862 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)2841 Amended Notice of appeal <i>Order Denying Motion to Compel Compliance With Bankruptcy Rule 2015.3</i>. Fee Amount \$298 filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2812 Order on motion to compel). (Attachments: # 1 Exhibit A)) (Whitaker, Sheniqua)</p>
09/22/2021	<p>● 2863 (47 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-02268S. (RE: related document(s)2841 First Amended notice of appeal filed by Get Good Trust, The Dugaboy</p>

	Investment Trust (RE: related document(s) 2840 Notice of appeal). (Attachments: # 1 Exhibit A) (Whitaker, Sheniqua)
09/22/2021	2864 (19 pgs) Omnibus Objection to claim(s) of Creditor(s) Chubb National Insurance Company; Contrarian Funds, LLC; Duff & Phelps, LLP; Federal Insurance Company; Great Northern Insurance Company; Great Northern Insurance Company, Chubb National Insurance Company, and Federal Insurance Company; Markit WSO Corp; Markit WSO Corp; A. Dean Jenkins; Amit Walia.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 10/22/2021. (Annable, Zachery)
09/22/2021	2865 (6 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2864 Omnibus Objection to claim(s) of Creditor(s) Chubb National Insurance Company; Contrarian Funds, LLC; Duff & Phelps, LLP; Federal Insurance Company; Great Northern Insurance Company; Great Northern Insurance Company, Chubb National Insurance Company, and Federal Insurance Company; Markit WSO Corp; Markit WSO Corp; A. Dean Jenkins; Amit Walia.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 10/22/2021.). Hearing to be held on 11/3/2021 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 2864 , (Annable, Zachery)
09/23/2021	2866 (11 pgs) Certificate of service re: <i>Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim 49, 50, and 51 Filed by the Pension Benefit Guaranty Corporation</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2854 Stipulation by Highland Capital Management, L.P. and The Pension Benefit Guaranty Corporation. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1808 Chapter 11 plan). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
09/24/2021	2868 (8 pgs; 2 docs) Application for administrative expenses <i>for rank-and-file employees</i> Filed by Interested Party CPCM, LLC (Attachments: # 1 Proposed Order) (Soderlund, Eric)
09/24/2021	2869 (21 pgs; 2 docs) WITHDRAWN at # 3288 . Application for administrative expenses Filed by Interested Party CPCM, LLC (Attachments: # 1 Proposed Order) (Soderlund, Eric) Modified on 3/4/2022 (Ecker, C.).
09/24/2021	2870 (7 pgs) Notice (<i>First Notice of Allowed Claims Pursuant to the Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
09/24/2021	2871 (43 pgs) Application for compensation (<i>Seventeenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from May 1, 2021 through May 31, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 5/1/2021 to 5/31/2021, Fee: \$51,697.50, Expenses: \$3,556.31. Filed by Other Professional Hayward PLLC (Annable, Zachery)
09/24/2021	2872 (164 pgs) Application for compensation (<i>FINAL</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 10/16/2019 to 8/11/2021, Fee: \$1,147,059.42, Expenses: \$2,747.84. Filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 10/25/2021. (Hesse, Gregory)
09/24/2021	2873 (24 pgs) Certificate of service re: 1) <i>Order Approving Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim 49, 50, and 51 Filed by the Pension Benefit Guaranty Corporation</i> ; 2) <i>Motion of the Reorganized Debtor for an Order Authorizing Entry Into an Amended and Restated Employee Stipulation</i> ; and 3) <i>Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2855 Order approving stipulation and agreed order authorizing withdrawal of proofs of claims 49, 50, and 51 filed by The Pension Benefit Guaranty Corporation (RE: related document(s) 2854 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 9/21/2021 (Okafor, M.), 2856 Motion for leave (<i>Motion of the Reorganized Debtor for an Order Authorizing Entry into an Amended and Restated Employee Stipulation</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Debtor Highland Capital Management, L.P., 2857 Motion to disallow claims (<i>Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to</i>

	<p>Bankruptcy Code Section 502) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
09/24/2021	<p>● 2874 (19 pgs) BNC certificate of mailing. (RE: related document(s)2862 Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)2841 Amended Notice of appeal <i>Order Denying Motion to Compel Compliance With Bankruptcy Rule 2015.3</i>. Fee Amount \$298 filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2812 Order on motion to compel). (Attachments: # 1 Exhibit A))) No. of Notices: 1. Notice Date 09/24/2021. (Admin.)</p>
09/27/2021	<p>● 2875 (1 pg) Transmittal of record on appeal to U.S. District Court . Complete record on appeal . , Transmitted: Volume 1, Mini Record. Number of appellant volumes: 43 Number of appellee volumes: 2. Civil Case Number: 3:21-CV-01974-X (RE: related document(s)2713 Notice of appeal filed by Interested Parties CLO Holdco, Ltd., Charitable DAF Fund, LP. Related document(s) 2660 Memorandum of opinion. Modified LINKAGE on 9/17/2021 (Blanco, J.), 2758 Amended notice of appeal filed by Interested Parties CLO Holdco, Ltd., Charitable DAF Fund, LP (RE: related document(s)2713 Notice of appeal.)) (Blanco, J.)</p>
09/27/2021	<p>● 2876 (1 pg) Notice of docketing COMPLETE record on appeal. 3:21-CV-01974-X (RE: related document(s)2713 Notice of appeal 2660 Memorandum of opinion. 2758 Amended notice of appeal filed by Interested Parties CLO Holdco, Ltd., Charitable DAF Fund, LP (RE: related document(s)2713 Notice of appeal.)) (Blanco, J.)</p>
09/27/2021	<p>● 2877 (3 pgs) Certificate of service re: <i>(Supplemental) Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2700 Notice <i>(Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P., 2747 Certificate of service re: <i>Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2700 Notice <i>(Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
09/27/2021	<p>● 2888 (1 pg) Request for Removal from 2002 Service List filed by Creditor Patrick Daugherty . (Tello, Chris) (Entered: 09/29/2021)</p>
09/27/2021	<p>● 2889 (5 pgs) Motion to Strike (related document(s) 2852 Application for compensation) Filed by Other Professional Eastern Point Trust Company, Inc. (Tello, Chris) (Entered: 09/29/2021)</p>
09/27/2021	<p>● 2890 (1 pg) INCORRECT ENTRY: Docketed in this Case In Error - Notice of change of address filed by Creditor Georganna L. Simpson, P.C. . (Tello, Chris) Modified on 12/27/2021 (Okafor, Marcey). (Entered: 09/29/2021)</p>
09/28/2021	<p>● 2878 (16 pgs) Certificate of service re: <i>Documents Served on September 22, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2858 Application for compensation <i>(Sixteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from April 1, 2021 through April 30, 2021)</i> for Hayward PLLC, Debtor's Attorney, Period: 4/1/2021 to 4/30/2021, Fee: \$55,665.00, Expenses: \$2,879.41. Filed by Attorney Zachery Z. Annable, Other Professional Hayward PLLC filed by Other Professional Hayward PLLC, 2859 Notice <i>(Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from</i></p>

	<p>July 1, 2021 through July 31, 2021) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). filed by Debtor Highland Capital Management, L.P., 2864 Omnibus Objection to claim(s) of Creditor(s) Chubb National Insurance Company; Contrarian Funds, LLC; Duff & Phelps, LLP; Federal Insurance Company; Great Northern Insurance Company; Great Northern Insurance Company, Chubb National Insurance Company, and Federal Insurance Company; Markit WSO Corp; Markit WSO Corp; A. Dean Jenkins; Amit Walia.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 10/22/2021. filed by Debtor Highland Capital Management, L.P., 2865 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2864 Omnibus Objection to claim(s) of Creditor(s) Chubb National Insurance Company; Contrarian Funds, LLC; Duff & Phelps, LLP; Federal Insurance Company; Great Northern Insurance Company; Great Northern Insurance Company, Chubb National Insurance Company, and Federal Insurance Company; Markit WSO Corp; Markit WSO Corp; A. Dean Jenkins; Amit Walia.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 10/22/2021.). Hearing to be held on 11/3/2021 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 2864, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
09/28/2021	<p>2879 (2 pgs) Statement of issues on appeal, filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2812 Order on motion to compel). (Draper, Douglas)</p>
09/28/2021	<p>2880 (4 pgs) Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2879 Statement of issues on appeal). Appellee designation due by 10/12/2021. (Draper, Douglas)</p>
09/29/2021	<p>2882 (1 pg) Clerk's correspondence requesting Amended designation from attorney for creditor. (RE: related document(s)2880 Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2879 Statement of issues on appeal). Appellee designation due by 10/12/2021.) Responses due by 10/1/2021. (Blanco, J.)</p>
09/29/2021	<p>2883 (1 pg) Certificate of service re: Motion of CPCM, LLC for Allowance and Payment of Administrative Expenses of Rank-and-File Employees, CPCM, LLC for Allowance and Payment of Administrative Expense Claims, and Amended Proof of Claim for Scott Ellington [Claim No. 251] filed by Interested Party CPCM, LLC (RE: related document(s)2868 Application for administrative expenses for rank-and-file employees, 2869 Application for administrative expenses). (Smith, Frances)</p>
09/29/2021	<p>2884 (17 pgs) Certificate of service re: 1) <i>First Notice of Allowed Claims Pursuant to the Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>; and 2) <i>Seventeenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from May 1, 2021 Through May 31, 2021</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2870 Notice (<i>First Notice of Allowed Claims Pursuant to the Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2871 Application for compensation (<i>Seventeenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from May 1, 2021 through May 31, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 5/1/2021 to 5/31/2021, Fee: \$51,697.50, Expenses: \$3,556.31. Filed by Other Professional Hayward PLLC filed by Other Professional Hayward PLLC). (Kass, Albert)</p>
09/29/2021	<p>2885 (1 pg) Transmittal of record on appeal to U.S. District Court . Complete record on appeal . Transmitted: Volume 1, Mini Record. Number of appellant volumes: 61 Number of appellee volumes: 1. Civil Case Number: 3:21-CV-01979-S (RE: related document(s)2712 Notice of appeal filed by Interested Party James Dondero (RE: related document(s)2660 Memorandum of opinion). (Blanco, J.)</p>
09/29/2021	<p>2886 (1 pg) Notice of docketing COMPLETE record on appeal. 3:21-CV-01979-S (RE: related document(s)2712 Notice of appeal filed by Interested Party James Dondero (RE: related document(s)2660 Memorandum of opinion). (Blanco, J.)</p>

09/29/2021	<p>● 2887 (36 pgs; 3 docs) Adversary case 21-03067. ORDER REFERRING CASE NUMBER 21-CV-0842-B from U.S District Court for the Northern District of Texas, Dallas Division to U.S. Bankruptcy Court for Northern District of Texas, Dallas Division. Complaint by Charitable DAF Fund, LP , CLO Holdco, Ltd. against Highland Capital Management, LP , Highland HCF Advisor Ltd , Highland CLO Funding, Ltd. . Fee Amount \$350 (Attachments: # 1 Original Complaint # 2 Docket Sheet from 3:20-cv-0842-B). Nature(s) of suit: 02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)). (Okafor, M.)</p>
09/30/2021	<p>● 2891 (1 pg) Clerk's correspondence requesting an order from attorney for interested party. (RE: related document(s)1888 Application for administrative expenses Filed by Interested Parties NexBank, NexBank Capital Inc., NexBank Securities Inc., NexBank Title Inc.) Responses due by 10/14/2021. (Ecker, C.)</p>
09/30/2021	<p>● 2892 (3 pgs) Amended appellant designation of contents for inclusion in record on appeal filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2880 Appellant designation). (Draper, Douglas)</p>
10/01/2021	<p>● 2893 (4 pgs) Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief. (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
10/01/2021	<p>● 2894 (18 pgs) Brief in support filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2893 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief. (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and</i>). (Annable, Zachery)</p>
10/01/2021	<p>● 2895 (125 pgs; 4 docs) Declaration re: (<i>Declaration of Kenneth H. Brown in Support of Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2893 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief. (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and</i>). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) (Annable, Zachery)</p>
10/01/2021	<p>● 2896 (18 pgs) BNC certificate of mailing. (RE: related document(s)2882 Clerk's correspondence requesting Amended designation from attorney for creditor. (RE: related document(s)2880 Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2879 Statement of issues on appeal). Appellee designation due by 10/12/2021.) Responses due by 10/1/2021. (Blanco, J.) No. of Notices: 1. Notice Date 10/01/2021. (Admin.) (Entered: 10/02/2021)</p>
10/05/2021	<p>● 2897 (3 pgs) Certificate of service re: (Supplemental) Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2700 Notice (<i>Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/05/2021	<p>● 2898 (4 pgs; 2 docs) Motion to withdraw as attorney (Vedder Price P.C. and its attorneys) Filed by Interested Party James Dondero (Attachments: # 1 Proposed Order) (Taylor, Clay)</p>
10/06/2021	<p>● 2899 (11 pgs) Certificate of service re: 1) Highlands Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief; 2) Highlands</p>

	<p>Memorandum of Law in Support of Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief; and 3) Declaration of Kenneth H. Brown in Support of Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2893 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief. (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 2894 Brief in support filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2893 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief. (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and</i>). filed by Debtor Highland Capital Management, L.P., 2895 Declaration re: (<i>Declaration of Kenneth H. Brown in Support of Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2893 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief. (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and</i>). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/06/2021	<p>3661 (1 pg) DISTRICT COURT ORDER: It is therefore ORDERED that the above-styled appeal shall be ABATED and ADMINISTRATIVELY CLOSED pending the resolution of NexPoint Advisors, L.P. et al. v. Highland Capital Management, L.P., No. 21-10449 (5th Cir. 2021), without prejudice to it being reopened upon a motion by any party or to enter a judgment. (Ordered by Judge Karen Gren Scholer on 10/6/2021) (RE: related document(s) 2532 Notice of docketing notice of appeal/record). 3:21-cv-01585-S Entered on 10/6/2021 (Whitaker, Sheniqua) MODIFIED text on 9/12/2023 (Whitaker, Sheniqua). (Entered: 02/02/2023)</p>
10/07/2021	<p>2900 (4 pgs) Motion to continue hearing on (related documents 2893 Motion to compel) (<i>Unopposed Motion to Continue the Hearing on Highland's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
10/07/2021	<p>2901 (2 pgs) Order granting motion to continue hearing on (related document # 2900) (related documents Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief. (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and</i>) Hearing to be held on 11/30/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2893, Entered on 10/7/2021. (Nunns, Tracy)</p>
10/08/2021	<p>2902 (48 pgs) Application for compensation <i>The Twenty-First and Final Fee Application</i> for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 8/11/2021, Fee: \$6,176,551.20, Expenses: \$39,122.91. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 10/29/2021. (Hoffman, Juliana)</p>
10/08/2021	<p>2903 (68 pgs) Application for compensation <i>Second Consolidated Monthly and Final Fee Application</i> for Teneo Capital, LLC, Other Professional, Period: 4/15/2021 to 8/11/2021, Fee: \$1,358,565.52, Expenses: \$6,257.07. Filed by Other Professional Teneo Capital, LLC Objections due by 10/29/2021. (Hoffman, Juliana)</p>
10/08/2021	<p>2904 (119 pgs) Application for compensation <i>Twenty-First Monthly and Final Fee Application of Sidley Austin LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 8/11/2021, Fee: \$13,134,805.2, Expenses: \$211,841.25. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 10/29/2021. (Hoffman, Juliana)</p>
10/08/2021	<p>2905 (41 pgs) Application for compensation (<i>Eighteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from June 1,</i></p>

	2021 through June 30, 2021) for Hayward PLLC, Debtor's Attorney, Period: 6/1/2021 to 6/30/2021, Fee: \$53,145.00, Expenses: \$7,788.92. Filed by Other Professional Hayward PLLC (Annable, Zachery)
10/08/2021	<p>● 2906 (457 pgs) Application for compensation <i>Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 10, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 8/10/2021, Fee: \$23978627.25, Expenses: \$334,232.95. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 10/29/2021. (Pomerantz, Jeffrey)</p>
10/08/2021	<p>● 2907 (199 pgs) Application for compensation <i>Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period October 16, 2019 through August 11, 2021</i> for Wilmer Cutler Pickering Hale and Dorr LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$2,645,729.72, Expenses: \$5,207.53. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP Objections due by 10/29/2021. (Pomerantz, Jeffrey)</p>
10/08/2021	<p>● 2908 (20 pgs) Application for compensation <i>Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021</i> for Mercer (US) Inc., Consultant, Period: 11/15/2019 to 8/10/2021, Fee: \$202,317.65, Expenses: \$2,449.37. Filed by Consultant Mercer (US) Inc. Objections due by 10/29/2021. (Pomerantz, Jeffrey)</p>
10/08/2021	<p>● 2909 (45 pgs) Application for compensation (<i>Nineteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from July 1, 2021 through August 11, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 7/1/2021 to 8/11/2021, Fee: \$49,947.50, Expenses: \$3,965.32. Filed by Other Professional Hayward PLLC (Annable, Zachery)</p>
10/08/2021	<p>● 2910 (522 pgs) Application for compensation (<i>Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 12/10/2019 to 8/11/2021, Fee: \$825,629.50, Expenses: \$46,482.92. Filed by Other Professional Hayward PLLC (Annable, Zachery)</p>
10/11/2021	<p>● 2911 (129 pgs) Application for compensation (<i>Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021</i>) for Deloitte Tax LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$553,412.60, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP (Annable, Zachery)</p>
10/11/2021	<p>● 2912 (3 pgs) Certificate of service re: (Supplemental) re First Notice of Allowed Claims Pursuant to the Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2870 Notice (<i>First Notice of Allowed Claims Pursuant to the Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/12/2021	<p>● 2913 (5 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2893 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief. (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 11/30/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2893, (Annable, Zachery)</p>
10/12/2021	<p>● 2914 (3 pgs) Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2840 Notice of appeal, 2841 Amended notice of appeal, 2879 Statement of issues on appeal). (Annable, Zachery)</p>

10/12/2021	<p>● 2915 (8 pgs) Omnibus Notice of hearing (<i>Omnibus Notice of Hearing on Final Applications for Compensation and Reimbursement of Expenses of Estate Professionals</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2872 Application for compensation (<i>FINAL</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 10/16/2019 to 8/11/2021, Fee: \$1,147,059.42, Expenses: \$2,747.84. Filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 10/25/2021., 2902 Application for compensation <i>The Twenty-First and Final Fee Application</i> for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 8/11/2021, Fee: \$6,176,551.20, Expenses: \$39,122.91. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 10/29/2021., 2903 Application for compensation <i>Second Consolidated Monthly and Final Fee Application</i> for Teneo Capital, LLC, Other Professional, Period: 4/15/2021 to 8/11/2021, Fee: \$1,358,565.52, Expenses: \$6,257.07. Filed by Other Professional Teneo Capital, LLC Objections due by 10/29/2021., 2904 Application for compensation <i>Twenty-First Monthly and Final Fee Application of Sidley Austin LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 8/11/2021, Fee: \$13,134,805.2, Expenses: \$211,841.25. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 10/29/2021., 2906 Application for compensation <i>Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 10, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 8/10/2021, Fee: \$23978627.25, Expenses: \$334,232.95. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 10/29/2021., 2907 Application for compensation <i>Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period October 16, 2019 through August 11, 2021</i> for Wilmer Cutler Pickering Hale and Dorr LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$2,645,729.72, Expenses: \$5,207.53. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP Objections due by 10/29/2021., 2908 Application for compensation <i>Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021</i> for Mercer (US) Inc., Consultant, Period: 11/15/2019 to 8/10/2021, Fee: \$202,317.65, Expenses: \$2,449.37. Filed by Consultant Mercer (US) Inc. Objections due by 10/29/2021., 2910 Application for compensation (<i>Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 12/10/2019 to 8/11/2021, Fee: \$825,629.50, Expenses: \$46,482.92. Filed by Other Professional Hayward PLLC, 2911 Application for compensation (<i>Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021</i>) for Deloitte Tax LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$553,412.60, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP). Hearing to be held on 11/9/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2903 and for 2904 and for 2907 and for 2910 and for 2872 and for 2911 and for 2908 and for 2906 and for 2902, (Annable, Zachery)</p>
10/12/2021	<p>● 2916 (1 pg) Clerk's correspondence requesting File an amended appellee designation from attorney for appellee. (RE: related document(s)2914 Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2840 Notice of appeal, 2841 Amended notice of appeal, 2879 Statement of issues on appeal.) Responses due by 10/14/2021. (Blanco, J.)</p>
10/12/2021	<p>● 2917 (3 pgs) Amended appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2914 Appellee designation). (Annable, Zachery)</p>
10/13/2021	<p>● 2918 (2 pgs) Order granting sixth interim application for compensation (related document # 2611) granting for FTI Consulting, Inc., fees awarded: \$339167.25, expenses awarded: \$0.00 Entered on 10/13/2021. (Nunns, Tracy)</p>
10/13/2021	<p>● 2919 (2 pgs) Order granting unopposed motion to withdraw as attorneys (attorney David L. Kane; Douglas J. Lipke; William W. Thorsness; Thomas P. Cimino and Michael E. Eidelman terminated). (related document # 2898) Entered on 10/13/2021. (Nunns, Tracy)</p>

10/13/2021	<p>● 2921 (11 pgs) Certificate of service re: 1) Unopposed Motion to Continue the Hearing on Highlands Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief; and 2) Order Granting Unopposed Motion to Continue the Hearing on Highland's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2900 Motion to continue hearing on (related documents 2893 Motion to compel) (<i>Unopposed Motion to Continue the Hearing on Highland's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 2901 Order granting motion to continue hearing on (related document 2900) (related documents Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief. (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and</i>) Hearing to be held on 11/30/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2893. Entered on 10/7/2021.). (Kass, Albert)</p>
10/13/2021	<p>● 2922 (6 pgs) Certificate of service re: Documents Served on October 8, 2021 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2902 Application for compensation <i>The Twenty-First and Final Fee Application</i> for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 8/11/2021, Fee: \$6,176,551.20, Expenses: \$39,122.91. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 10/29/2021. filed by Financial Advisor FTI Consulting, Inc., 2903 Application for compensation <i>Second Consolidated Monthly and Final Fee Application</i> for Teneo Capital, LLC, Other Professional, Period: 4/15/2021 to 8/11/2021, Fee: \$1,358,565.52, Expenses: \$6,257.07. Filed by Other Professional Teneo Capital, LLC Objections due by 10/29/2021. filed by Other Professional Teneo Capital, LLC, 2904 Application for compensation <i>Twenty-First Monthly and Final Fee Application of Sidley Austin LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 8/11/2021, Fee: \$13,134,805.2, Expenses: \$211,841.25. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 10/29/2021. filed by Creditor Committee Official Committee of Unsecured Creditors, 2905 Application for compensation (<i>Eighteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from June 1, 2021 through June 30, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 6/1/2021 to 6/30/2021, Fee: \$53,145.00, Expenses: \$7,788.92. Filed by Other Professional Hayward PLLC filed by Other Professional Hayward PLLC, 2906 Application for compensation <i>Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 10, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 8/10/2021, Fee: \$23978627.25, Expenses: \$334,232.95. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 10/29/2021. filed by Debtor Highland Capital Management, L.P., 2907 Application for compensation <i>Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period October 16, 2019 through August 11, 2021</i> for Wilmer Cutler Pickering Hale and Dorr LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$2,645,729.72, Expenses: \$5,207.53. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP Objections due by 10/29/2021. filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP, 2908 Application for compensation <i>Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021</i> for Mercer (US) Inc., Consultant, Period: 11/15/2019 to 8/10/2021, Fee: \$202,317.65, Expenses: \$2,449.37. Filed by Consultant Mercer (US) Inc. Objections due by 10/29/2021. filed by Consultant Mercer (US) Inc., 2909 Application for compensation (<i>Nineteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from July 1, 2021 through August 11, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 7/1/2021 to 8/11/2021, Fee: \$49,947.50, Expenses: \$3,965.32. Filed by Other Professional Hayward PLLC filed by Other Professional Hayward PLLC, 2910 Application for compensation (<i>Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 12/10/2019 to 8/11/2021, Fee: \$825,629.50, Expenses: \$46,482.92. Filed by Other Professional Hayward PLLC filed by Other Professional Hayward PLLC). (Kass, Albert)</p>
10/14/2021	<p>● 2923 (3 pgs) Notice of Case Status filed by Interested Parties NexBank, NexBank Capital Inc., NexBank Securities Inc., NexBank Title Inc. (RE: related document(s)2891 Clerk's correspondence</p>

	requesting an order from attorney for interested party. (RE: related document(s) 1888 Application for administrative expenses Filed by Interested Parties NexBank, NexBank Capital Inc., NexBank Securities Inc., NexBank Title Inc.) Responses due by 10/14/2021. (Ecker, C.)). (Drawhorn, Lauren)
10/15/2021	2924 (3 pgs) Certificate of No Objection filed by Other Professional Hayward PLLC (RE: related document(s) 2858 Application for compensation (<i>Sixteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from April 1, 2021 through April 30, 2021</i>) for Hayward PLLC, Debtor's A). (Annable, Zachery)
10/15/2021	2925 (1 pg) Transmittal of record on appeal to U.S. District Court . Complete record on appeal . , Transmitted: Volume 1, Mini Record. Number of appellant volumes: 4 Number of appellee volumes: 2. Civil Case Number: 3:21-CV-02268-S (RE: related document(s) 2841 First Amended notice of appeal filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s) 2840 Notice of appeal) (Blanco, J.)
10/15/2021	2926 SEALED document regarding: Appendix in Support of HCRE Partners, LLC Brief in Opposition to Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP per court order filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s) 2505 Order on motion to seal). (Drawhorn, Lauren)
10/15/2021	2927 (9 pgs) Response opposed to (related document(s): 2893 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief. (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and filed by Debtor Highland Capital Management, L.P.</i>) filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. (Drawhorn, Lauren)
10/15/2021	2928 (84 pgs) Support/supplemental document <i>Supplemental Appendix ISO NREP Response and Brief in Opposition to Debtor's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP</i> filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s) 2927 Response). (Drawhorn, Lauren)
10/15/2021	2929 (1 pg) Notice of docketing COMPLETE record on appeal. (RE: related document(s) 2841 First Amended notice of appeal filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s) 2840 Notice of appeal). (Attachments: # 1 Exhibit A)) Civil case 3:21-cv-02268-S (Whitaker, Sheniqua)
10/15/2021	2930 (3 pgs) Motion to appear pro hac vice for Robert Loigman. Fee Amount \$100 Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (Montgomery, Paige)
10/15/2021	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number A29058450, amount \$ 100.00 (re: Doc# 2930). (U.S. Treasury)
10/15/2021	2931 (3 pgs) Motion to appear pro hac vice for Alexandre J. Tschumi. Fee Amount \$100 Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (Montgomery, Paige)
10/15/2021	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number A29058482, amount \$ 100.00 (re: Doc# 2931). (U.S. Treasury)
10/15/2021	2932 (3 pgs) Response unopposed to (related document(s): 2819 Objection to claim filed by Debtor Highland Capital Management, L.P.) <i>No Opposition to Granting Objection to Proof of Claim Number 177 Filed by the Dugaboy Investment Trust on April 23, 2020 [Dkt. 2819]</i> filed by Creditor The Dugaboy Investment Trust. (Draper, Douglas)

10/15/2021	<p>● 2933 (4 pgs) Response unopposed to (related document(s): 2796 Objection to claim filed by Debtor Highland Capital Management, L.P.) <i>Limited Response and Consent to Objection to Proof of Claim 131 Filed by The Dugaboy Investment Trust on April 8, 2020</i> filed by Creditor The Dugaboy Investment Trust. (Draper, Douglas)</p>
10/15/2021	<p>● 2934 (134 pgs) Adversary case 21-03076. Complaint by Marc Kirschner against James D. Dondero, Mark Okada, Scott Ellington, Isaac Leventon, Grant James Scott III, Frank Waterhouse, STRAND ADVISORS, INC, NexPoint Advisors, L.P., Highland Capital Management Fund Advisors, L.P., DUGABOY INVESTMENT TRUST AND NANCY DONDERO, AS TRUSTEE OF DUGABOY INVESTMENT TRUST, GET GOOD TRUST AND GRANT JAMES SCOTT III, AS TRUSTEE OF GET GOOD TRUST, Hunter Mountain Investment Trust, MARK & PAMELA OKADA FAMILY TRUST EXEMPT TRUST #1 AND LAWRENCE TONOMURA AS TRUSTEE OF MARK & PAMELA OKADA FAMILY TRUST EXEMPT TRUST #1, MARK & PAMELA OKADA FAMILY TRUST EXEMPT TRUST #2 AND LAWRENCE TONOMURA IN HIS CAPACITY AS TRUSTEE OF MARK & PAMELA OKADA FAMILY TRUST EXEMPT TRUST #2, CLO HOLDCO, LTD.; CHARITABLE DAF HOLDCO, LTD., Charitable DAF Fund, LP, Highland Dallas Foundation, Inc., RAND PE FUND I, LP, SERIES 1, MASSAND CAPITAL, LLC, MASSAND CAPITAL, INC., SAS ASSET RECOVERY, LTD, CPCM, LLC. Fee Amount \$350. Nature(s) of suit: 13 (Recovery of money/property §548 fraudulent transfer. 14 (Recovery of money/property - other). 91 (Declaratory judgment). 02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)). 81 (Subordination of claim or interest). (Montgomery, Paige) MODIFIED TO ADD NATURE OS SUIT AND CORRECT DEFENDANT NAME on 10/18/2021 (Ecker, C.). Modified on 10/18/2021 (Ecker, C.).</p>
10/18/2021	<p>● 2935 (3 pgs) Motion to appear pro hac vice for Frank Grese. Fee Amount \$100 Filed by Interested Party CPCM, LLC (Smith, Frances)</p>
10/18/2021	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number A29061543, amount \$ 100.00 (re: Doc# 2935). (U.S. Treasury)</p>
10/18/2021	<p>● 2936 (3 pgs) Certificate of no Objection filed by Other Professional Hayward PLLC (RE: related document(s)2871 Application for compensation (<i>Seventeenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from May 1, 2021 through May 31, 2021</i>) for Hayward PLLC, Debtor's Att). (Annable, Zachery)</p>
10/18/2021	<p>● Adversary case 3:20-ap-3195 closed Pursuant to LBR 9070-1, any exhibits that were admitted by the Court may be claimed and removed from the Clerks Office during the 60-day period following final disposition of a case by the attorney or party who introduced the exhibits. Any exhibit not removed within the 60-day period may be destroyed or otherwise disposed of by the Bankruptcy Clerk. (Ecker, C.)</p>
10/18/2021	<p>● 2937 (20 pgs) Certificate of service re: Documents Served on October 12, 2021 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2911 Application for compensation (<i>Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021</i>) for Deloitte Tax LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$553,412.60, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP filed by Other Professional Deloitte Tax LLP, 2913 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2893 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief. (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 11/30/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2893, filed by Debtor Highland Capital Management, L.P., 2914 Appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2840 Notice of appeal, 2841 Amended notice of appeal, 2879 Statement of issues on appeal). filed by Debtor Highland Capital Management, L.P., 2917 Amended appellee designation of contents for inclusion in record of appeal filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2914 Appellee designation). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>

10/18/2021	<p>● 2938 (185 pgs) Certificate of service re: Omnibus Notice of Hearing on Final Applications for Compensation and Reimbursement of Expenses of Estate Professionals Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2915 Omnibus Notice of hearing (<i>Omnibus Notice of Hearing on Final Applications for Compensation and Reimbursement of Expenses of Estate Professionals</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2872 Application for compensation (<i>FINAL</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 10/16/2019 to 8/11/2021, Fee: \$1,147,059.42, Expenses: \$2,747.84. Filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 10/25/2021., 2902 Application for compensation <i>The Twenty-First and Final Fee Application</i> for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 8/11/2021, Fee: \$6,176,551.20, Expenses: \$39,122.91. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 10/29/2021., 2903 Application for compensation <i>Second Consolidated Monthly and Final Fee Application</i> for Teneo Capital, LLC, Other Professional, Period: 4/15/2021 to 8/11/2021, Fee: \$1,358,565.52, Expenses: \$6,257.07. Filed by Other Professional Teneo Capital, LLC Objections due by 10/29/2021., 2904 Application for compensation <i>Twenty-First Monthly and Final Fee Application of Sidley Austin LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 8/11/2021, Fee: \$13,134,805.2, Expenses: \$211,841.25. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 10/29/2021., 2906 Application for compensation <i>Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 10, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 8/10/2021, Fee: \$23978627.25, Expenses: \$334,232.95. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 10/29/2021., 2907 Application for compensation <i>Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period October 16, 2019 through August 11, 2021</i> for Wilmer Cutler Pickering Hale and Dorr LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$2,645,729.72, Expenses: \$5,207.53. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP Objections due by 10/29/2021., 2908 Application for compensation <i>Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021</i> for Mercer (US) Inc., Consultant, Period: 11/15/2019 to 8/10/2021, Fee: \$202,317.65, Expenses: \$2,449.37. Filed by Consultant Mercer (US) Inc. Objections due by 10/29/2021., 2910 Application for compensation (<i>Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 12/10/2019 to 8/11/2021, Fee: \$825,629.50, Expenses: \$46,482.92. Filed by Other Professional Hayward PLLC, 2911 Application for compensation (<i>Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021</i>) for Deloitte Tax LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$553,412.60, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP). Hearing to be held on 11/9/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2903 and for 2904 and for 2907 and for 2910 and for 2872 and for 2911 and for 2908 and for 2906 and for 2902, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/19/2021	<p>● 2939 (27 pgs; 3 docs) Motion for leave (<i>Amended Motion of the Reorganized Debtor for an Order Authorizing Entry into an Amended and Restated Employee Stipulation</i>) (related document(s) 2856 Motion for leave) Filed by Debtor Highland Capital Management, L.P. Objections due by 11/9/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B) (Annable, Zachery)</p>
10/19/2021	<p>● 2940 (15 pgs; 2 docs) WITHDRAWN at # 3340. Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) (related document(s):2857) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A) (Annable, Zachery) MODIFIED and terminated on 5/17/2022 (Ecker, C.).</p>
10/20/2021	<p>● 2941 (2 pgs) Order granting application for compensation (related document # 2585) granting for Official Committee of Unsecured Creditors, fees awarded: \$1527522.75, expenses awarded: \$32957.78 Entered on 10/20/2021. (Okafor, Marcey)</p>

10/20/2021	<p>● 2942 (1 pg) Order granting motion to appear pro hac vice adding Frank Grese for CPCPM, LLC (related document # 2935) Entered on 10/20/2021. (Okafor, Marcey)</p>
10/20/2021	<p>● 2943 (27 pgs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from August 1, 2021 through August 11, 2021</i>) filed by Development Specialists, Inc.(RE: related document(s)853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). (Annable, Zachery) MODIFIED TO CORRECT PARTY FILER on 10/21/2021 (Ecker, C.).</p>
10/21/2021	<p>● 2944 (6 pgs; 2 docs) Agreed Motion for ex parte relief <i>effectuating Stipulation and Order and Disbursing Registry Funds to CLO HoldCo</i> Filed by Interested Party CLO Holdco, Ltd. (Attachments: # 1 Proposed Order) (Phillips, Louis)</p>
10/21/2021	<p>● 2945 (6 pgs) Certificate of service re: (Supplemental) re 1) Omnibus Notice of Hearing on Final Applications for Compensation and Reimbursement of Expenses of Estate Professionals; and 2) Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2700 Notice (<i>Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1943 Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s)1472 Chapter 11 plan filed by Debtor Highland Capital Management, L.P., 1808 Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P., 2915 Omnibus Notice of hearing (<i>Omnibus Notice of Hearing on Final Applications for Compensation and Reimbursement of Expenses of Estate Professionals</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2872 Application for compensation (<i>FINAL</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 10/16/2019 to 8/11/2021, Fee: \$1,147,059.42, Expenses: \$2,747.84. Filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 10/25/2021., 2902 Application for compensation <i>The Twenty-First and Final Fee Application</i> for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 8/11/2021, Fee: \$6,176,551.20, Expenses: \$39,122.91. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 10/29/2021., 2903 Application for compensation <i>Second Consolidated Monthly and Final Fee Application</i> for Teneo Capital, LLC, Other Professional, Period: 4/15/2021 to 8/11/2021, Fee: \$1,358,565.52, Expenses: \$6,257.07. Filed by Other Professional Teneo Capital, LLC Objections due by 10/29/2021., 2904 Application for compensation <i>Twenty-First Monthly and Final Fee Application of Sidley Austin LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 8/11/2021, Fee: \$13,134,805.2, Expenses: \$211,841.25. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 10/29/2021., 2906 Application for compensation <i>Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 10, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 8/10/2021, Fee: \$23978627.25, Expenses: \$334,232.95. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 10/29/2021., 2907 Application for compensation <i>Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period October 16, 2019 through August 11, 2021</i> for Wilmer Cutler Pickering Hale and Dorr LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$2,645,729.72, Expenses: \$5,207.53. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP Objections due by 10/29/2021., 2908 Application for compensation <i>Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021</i> for Mercer (US) Inc., Consultant, Period: 11/15/2019 to 8/10/2021, Fee: \$202,317.65, Expenses: \$2,449.37. Filed by Consultant Mercer (US) Inc. Objections due by 10/29/2021., 2910 Application for compensation (<i>Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 12/10/2019 to 8/11/2021, Fee: \$825,629.50, Expenses: \$46,482.92. Filed by Other Professional Hayward PLLC, 2911 Application for compensation (<i>Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021</i>) for Deloitte Tax LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$553,412.60, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP). Hearing to be held on 11/9/2021 at 09:30 AM at https://us-</p>

	<p>courts.webex.com/meet/jerniga for 2903 and for 2904 and for 2907 and for 2910 and for 2872 and for 2911 and for 2908 and for 2906 and for 2902, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/21/2021	<p>2946 (2 pgs) Order effectuating stipulation and order and disbursing registry funds to CLO Holdco (related document # 2944) Entered on 10/21/2021. (Okafor, Marcey)</p>
10/21/2021	<p>2947 (8 pgs) Reply to (related document(s): 2933 Response to objection to claim filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
10/21/2021	<p>2948 (11 pgs) Reply to (related document(s): 2932 Response to objection to claim filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
10/21/2021	<p>2949 (5 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 09/30/2021 filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)</p>
10/22/2021	<p>2950 (1 pg) Order granting motion to appear pro hac vice adding Robert S. Loigman for Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (related document # 2930) Entered on 10/22/2021. (Rielly, Bill)</p>
10/22/2021	<p>2951 (1 pg) Order granting motion to appear pro hac vice adding Alexandre J. Tschumi for Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (related document # 2931) Entered on 10/22/2021. (Rielly, Bill)</p>
10/22/2021	<p>2952 (10 pgs) Reply to (related document(s): 2927 Response filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
10/22/2021	<p>2953 (20 pgs) Certificate of service re: 1) Amended Motion of the Reorganized Debtor for an Order Authorizing Entry Into an Amended and Restated Employee Stipulation; and 2) Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2939 Motion for leave (<i>Amended Motion of the Reorganized Debtor for an Order Authorizing Entry into an Amended and Restated Employee Stipulation</i>) (related document(s) 2856 Motion for leave) Filed by Debtor Highland Capital Management, L.P. Objections due by 11/9/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Debtor Highland Capital Management, L.P., 2940 Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) (related document(s): 2857) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/22/2021	<p>2954 (293 pgs; 2 docs) Witness and Exhibit List (<i>Highland Capital Management, L.P.'s Witness and Exhibit List with Respect to Evidentiary Hearing to Be Held on October 25, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2819 Objection to claim). (Attachments: # 1 Exhibit 1) (Annable, Zachery)</p>
10/22/2021	<p>2955 (18 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2942 Order granting motion to appear pro hac vice adding Frank Grese for CPCM, LLC (related document 2935) Entered on 10/20/2021.) No. of Notices: 1. Notice Date 10/22/2021. (Admin.)</p>
10/24/2021	<p>2956 (18 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2950 Order granting motion to appear pro hac vice adding Robert S. Loigman for Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (related document 2930) Entered on 10/22/2021.) No. of Notices: 1. Notice Date 10/24/2021. (Admin.)</p>

10/24/2021	<p>● 2957 (18 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)2951 Order granting motion to appear pro hac vice adding Alexandre J. Tschumi for Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (related document 2931) Entered on 10/22/2021.) No. of Notices: 1. Notice Date 10/24/2021. (Admin.)</p>
10/25/2021	<p>● 2958 (2 pgs) Reply to (related document(s): 2947 Reply filed by Debtor Highland Capital Management, L.P.) <i>Resonse to Highland Capital Management, L.P.'s Reply in Support of its Objection to Proof of Claim Number 131 filed by The Dugaboy Investment Trust on April 8, 2020 with Certificate of Service</i> filed by Creditor The Dugaboy Investment Trust. (Draper, Douglas)</p>
10/25/2021	<p>● 2959 (2 pgs) Reply to (related document(s): 2948 Reply filed by Debtor Highland Capital Management, L.P.) <i>Response to Highland Capital Management, L.P.'s Reply in Support of its Objection to Proof of Claim Number 177 filed by The Dugaboy Investment Trust on April 23, 2020 with Certificate of Service</i> filed by Creditor The Dugaboy Investment Trust. (Draper, Douglas)</p>
10/25/2021	<p>● 2960 Hearing held on 10/25/2021. (RE: related document(s)2796 Objection to claim(s) of Creditor(s) The Dugaboy Investment Trust filed by Debtor Highland Capital Management, L.P., (Appearances: G. Demo and J. Pomeranz for Reorganized Debtor; D. Draper for Dugaboy (with N. Dondero). Nonevidentiary hearing. Agreed Order disallowing claim will be submitted.) (Edmond, Michael)</p>
10/25/2021	<p>● 2961 Hearing held on 10/25/2021. (RE: related document(s)2819 Objection to claim(s) of Creditor(s) The Dugaboy Investment Trust filed by Debtor Highland Capital Management, L.P., (Appearances: G. Demo and J. Pomeranz for Reorganized Debtor; D. Draper for Dugaboy (with N. Dondero). Nonevidentiary hearing. Agreed Order disallowing claim will be submitted.) (Edmond, Michael)</p>
10/25/2021	<p>● 2962 (1 pg) PDF with attached Audio File. Court Date & Time [10/25/2021 01:27:43 PM]. File Size [2701 KB]. Run Time [00:11:36]. (admin).</p>
10/25/2021	<p>● 2963 (8 pgs) Certificate of service re: Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from August 1, 2021 Through August 11, 2021 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2943 Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from August 1, 2021 through August 11, 2021</i>) filed by Development Specialists, Inc.(RE: related document(s)853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). (Annable, Zachery) MODIFIED TO CORRECT PARTY FILER on 10/21/2021 (Ecker, C.). filed by Financial Advisor Development Specialists, Inc.). (Kass, Albert)</p>
10/25/2021	<p>● 3660 (1 pg) DISTRICT COURT Order consolidating cases: Member case(s) 3:21-CV-01979-S consolidated with lead case 3:21-CV-01974-X. James Dondero added to case pursuant to consolidation. (RE: related document(s)2762 Notice of docketing notice of appeal/record, 2767 Notice of docketing notice of appeal/record). Entered on 10/25/2021 (Whitaker, Sheniqua) (Entered: 02/02/2023)</p>
10/27/2021	<p>● 2964 (11 pgs) Certificate of service re: 1) Highland Capital Management, L.P.'s Reply in Support of its Objection to Proof of Claim Number 131 Filed by The Dugaboy Investment Trust on April 8, 2020; and 2) Highland Capital Management, L.P.'s Reply in Support of its Objection to Proof of Claim Number 177 Filed by The Dugaboy Investment Trust on April 23, 2020 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2947 Reply to (related document(s): 2933 Response to objection to claim filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 2948 Reply to (related document(s): 2932 Response to objection to claim filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/27/2021	<p>● 2965 (2 pgs) Order regarding objection to claim #177 filed by The Dugaboy Investment Trust (RE: related document(s)2819 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered</p>

	on 10/27/2021 (Okafor, Marcey) Modified text on 10/27/2021 (Okafor, Marcey).
10/27/2021	<p>● 2966 (2 pgs) Order regarding objection to claim #131 filed by The Dugaboy Investment Trust (RE: related document(s)2796 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 10/27/2021 (Okafor, Marcey)</p>
10/27/2021	<p>● 2967 (16 pgs) Certificate of service re: 1) Highland's Reply in Support of Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief; and 2) Highland Capital Management, L.P.'s Witness and Exhibit List with Respect to Evidentiary Hearing to be Held on October 25, 2021 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2952 Reply to (related document(s): 2927 Response filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2954 Witness and Exhibit List (<i>Highland Capital Management, L.P.'s Witness and Exhibit List with Respect to Evidentiary Hearing to Be Held on October 25, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2819 Objection to claim). (Attachments: # 1 Exhibit 1) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/28/2021	<p>● 2968 (9 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2864 Objection to claim). (Annable, Zachery)</p>
11/01/2021	<p>● 2969 (5 pgs) Order sustaining reorganized debtor's fourth omnibus objection to certain amended and superseded claims; and no-liability claims (RE: related document(s)2864 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 11/1/2021 (Okafor, Marcey)</p>
11/01/2021	<p>● 2970 (3 pgs) Certificate of No Objection filed by Other Professional Hayward PLLC (RE: related document(s)2905 Application for compensation (<i>Eighteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from June 1, 2021 through June 30, 2021</i>) for Hayward PLLC, Debtor's At). (Annable, Zachery)</p>
11/01/2021	<p>● 2971 (3 pgs) Certificate of No Objection filed by Other Professional Hayward PLLC (RE: related document(s)2909 Application for compensation (<i>Nineteenth Monthly Application for Compensation and Reimbursement of Expenses of Hayward PLLC as Local Counsel to the Debtor for the Period from July 1, 2021 through August 11, 2021</i>) for Hayward PLLC, Debtor's). (Annable, Zachery)</p>
11/01/2021	<p>● 2972 (11 pgs) Certificate of service re: 1) Order re: Objection to Proof of Claim Number 177 Filed by The Dugaboy Investment Trust on April 23, 2020; and 2) Order re: Objection to Proof of Claim Number 131 Filed by The Dugaboy Investment Trust on April 8, 2020 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2965 Order regarding objection to claim #177 filed by The Dugaboy Investment Trust (RE: related document(s)2819 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 10/27/2021 (Okafor, Marcey) Modified text on 10/27/2021., 2966 Order regarding objection to claim #131 filed by The Dugaboy Investment Trust (RE: related document(s)2796 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 10/27/2021). (Kass, Albert)</p>
11/01/2021	<p>● 2973 (3 pgs) Certificate of service re: (Supplemental) re Omnibus Notice of Hearing on Final Applications for Compensation and Reimbursement of Expenses of Estate Professionals Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2915 Omnibus Notice of hearing (<i>Omnibus Notice of Hearing on Final Applications for Compensation and Reimbursement of Expenses of Estate Professionals</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2872 Application for compensation (<i>FINAL</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 10/16/2019 to 8/11/2021, Fee: \$1,147,059.42, Expenses: \$2,747.84. Filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 10/25/2021., 2902 Application for compensation <i>The Twenty-First and Final Fee Application</i> for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 8/11/2021, Fee: \$6,176,551.20, Expenses: \$39,122.91. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 10/29/2021., 2903 Application for compensation <i>Second Consolidated Monthly and Final Fee Application</i> for Teneo Capital, LLC, Other Professional, Period: 4/15/2021 to 8/11/2021, Fee: \$1,358,565.52, Expenses: \$6,257.07. Filed by Other Professional Teneo Capital, LLC Objections due by</p>

	<p>10/29/2021., 2904 Application for compensation <i>Twenty-First Monthly and Final Fee Application of Sidley Austin LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 8/11/2021, Fee: \$13,134,805.2, Expenses: \$211,841.25. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 10/29/2021., 2906 Application for compensation <i>Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 10, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 8/10/2021, Fee: \$23978627.25, Expenses: \$334,232.95. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 10/29/2021., 2907 Application for compensation <i>Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period October 16, 2019 through August 11, 2021</i> for Wilmer Cutler Pickering Hale and Dorr LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$2,645,729.72, Expenses: \$5,207.53. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP Objections due by 10/29/2021., 2908 Application for compensation <i>Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021</i> for Mercer (US) Inc., Consultant, Period: 11/15/2019 to 8/10/2021, Fee: \$202,317.65, Expenses: \$2,449.37. Filed by Consultant Mercer (US) Inc. Objections due by 10/29/2021., 2910 Application for compensation (<i>Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 12/10/2019 to 8/11/2021, Fee: \$825,629.50, Expenses: \$46,482.92. Filed by Other Professional Hayward PLLC, 2911 Application for compensation (<i>Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021</i>) for Deloitte Tax LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$553,412.60, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP). Hearing to be held on 11/9/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2903 and for 2904 and for 2907 and for 2910 and for 2872 and for 2911 and for 2908 and for 2906 and for 2902, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/01/2021	<p>2974 (26 pgs; 3 docs) Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post, Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahar Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 12/2/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B) (Annable, Zachery)</p>
11/02/2021	<p>2975 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s)2889 Motion to Strike (related document(s) 2852 Application for compensation) Filed by Other Professional Eastern Point Trust Company, Inc.) Responses due by 11/9/2021. (Ecker, C.)</p>
11/02/2021	<p>2976 (34 pgs; 6 docs) Amended Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post, Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahar Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School; CPCM, LLC; NexPoint Advisors, L.P... Filed by Debtor Highland Capital Management, L.P. (related document(s)2059 Objection to claim filed by Debtor Highland Capital Management, L.P., 2974 Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch;</p>

	<p>Clifford Stoops; Jason Post, Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Maury; Yegor Nikolayev; Sahar Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 12/2/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Debtor Highland Capital Management, L.P.). (Attachments: # 1 Appendix A # 2 Appendix B # 3 Exhibit A # 4 Exhibit B # 5 Exhibit C) (Annable, Zachery). Modified on 11/3/2021 (Rielly, Bill).</p>
11/02/2021	<p>2977 (19 pgs; 2 docs) Omnibus Objection to (related document(s): 2872 Application for compensation (FINAL) for Hunton Andrews Kurth LLP, Special Counsel, Period: 10/16/2019 to 8/11/2021, Fee: \$1,147,059.42, Expenses: \$2,747.84. filed by Interested Party Hunton Andrews Kurth LLP, Spec. Counsel Hunton Andrews Kurth LLP, 2902 Application for compensation <i>The Twenty-First and Final Fee Application</i> for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 8/11/2021, Fee: \$6,176,551.20, Expenses: \$39,122.91. filed by Financial Advisor FTI Consulting, Inc., 2903 Application for compensation <i>Second Consolidated Monthly and Final Fee Application</i> for Teneo Capital, LLC, Other Professional, Period: 4/15/2021 to 8/11/2021, Fee: \$1,358,565.52, Expenses: \$6,257.07. filed by Other Professional Teneo Capital, LLC, 2904 Application for compensation <i>Twenty-First Monthly and Final Fee Application of Sidley Austin LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 8/11/2021, Fee: \$13,134,805.2, Expenses: \$21 filed by Creditor Committee Official Committee of Unsecured Creditors, 2906 Application for compensation <i>Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 1</i> filed by Debtor Highland Capital Management, L.P., 2907 Application for compensation <i>Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Couns</i> filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP, 2908 Application for compensation <i>Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021 for Merc</i> filed by Consultant Mercer (US) Inc., 2910 Application for compensation (<i>Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 12/10/2019 to 8/1 filed by Other Professional Hayward PLLC, 2911 Application for compensation (<i>Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021</i>) for Deloitte Tax LLP, Other filed by Other Professional Deloitte Tax LLP) filed by Interested Party NexPoint Advisors, L.P. (Attachments: # 1 Exhibit A: Declaration of Bruce A. Markell) (Jain, Kristin)</p>
11/03/2021	<p>2978 (4 pgs) Motion to appear pro hac vice for Samuel A. Schwartz. Fee Amount \$100 Filed by Interested Party NexPoint Advisors, L.P. (Jain, Kristin)</p>
11/03/2021	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number A29100285, amount \$ 100.00 (re: Doc# 2978). (U.S. Treasury)</p>
11/03/2021	<p>2979 (4 pgs) Motion to appear pro hac vice for Athanasios E. Agelakopoulos. Fee Amount \$100 Filed by Interested Party NexPoint Advisors, L.P. (Jain, Kristin)</p>
11/03/2021	<p>2980 (3 pgs) Motion to appear pro hac vice for Emily D. Anderson. Fee Amount \$100 Filed by Interested Party NexPoint Real Estate Advisors, L.P. (Jain, Kristin)</p>
11/03/2021	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number A29100347, amount \$ 100.00 (re: Doc# 2979). (U.S. Treasury)</p>
11/03/2021	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number A29100347, amount \$ 100.00 (re: Doc# 2980). (U.S. Treasury)</p>

11/03/2021	2981 (5 pgs) Motion to appear pro hac vice for Jordan A. Kroop. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. (Hayward, Melissa)
11/03/2021	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number A29100707, amount \$ 100.00 (re: Doc# 2981). (U.S. Treasury)
11/04/2021	2982 (11 pgs) Certificate of service re: Order Sustaining Reorganized Debtors Fourth Omnibus Objection to Certain (A) Amended and Superseded Claims; and (B) No-Liability Claims Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2969 Order sustaining reorganized debtor's fourth omnibus objection to certain amended and superseded claims; and no-liability claims (RE: related document(s) 2864 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 11/1/2021). (Kass, Albert)
11/04/2021	2983 (14 pgs) Certificate of service re: Reorganized Debtor's Amended Supplemental Omnibus Objection to Certain Employee Claims Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2976 Amended Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broadus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahar Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School; CPCM, LLC; NexPoint Advisors, L.P.. Filed by Debtor Highland Capital Management, L.P. (related document(s) 2059 Objection to claim filed by Debtor Highland Capital Management, L.P., 2974 Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post, Ajit Jain; Paul Broadus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahar Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 12/2/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Debtor Highland Capital Management, L.P.). (Attachments: # 1 Appendix A # 2 Appendix B # 3 Exhibit A # 4 Exhibit B # 5 Exhibit C) (Annable, Zachery). Modified on 11/3/2021. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
11/04/2021	2984 (2 pgs) BNC certificate of mailing. (RE: related document(s) 2975 Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s) 2889 Motion to Strike (related document(s) 2852 Application for compensation) Filed by Other Professional Eastern Point Trust Company, Inc.) Responses due by 11/9/2021. (Ecker, C.)) No. of Notices: 1. Notice Date 11/04/2021. (Admin.)
11/05/2021	2985 (1 pg) Order granting motion to appear pro hac vice adding Samuel A. Schwartz for NexPoint Advisors, L.P. (related document # 2978) Entered on 11/5/2021. (Okafor, Marcey)
11/05/2021	2986 (1 pg) Order granting motion to appear pro hac vice adding Athanasios E. Agelakopoulos for NexPoint Advisors, L.P. (related document # 2979) Entered on 11/5/2021. (Okafor, Marcey)
11/05/2021	2987 (1 pg) Order granting motion to appear pro hac vice adding Emily D. Anderson for NexPoint Advisors, L.P. (related document # 2980) Entered on 11/5/2021. (Okafor, Marcey)
11/05/2021	2988 (12 pgs) Reply to (related document(s): 2977 Objection filed by Interested Party NexPoint Advisors, L.P.) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)

11/05/2021	2989 (1 pg) Order granting motion to appear pro hac vice adding Jordan A. Kroop for Highland Capital Management, L.P. (related document # 2981) Entered on 11/5/2021. (Okafor, Marcey)
11/05/2021	2990 (3 pgs) Withdrawal of claim(s): <i>(Stipulation and Agreed Order Authorizing Withdrawal of Proof of Claim 113 Filed by The Dugaboy Investment Trust as Successor-in-Interest to The Canis Major Trust)</i> Filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
11/05/2021	2991 (3 pgs) Withdrawal of claim(s): <i>(Stipulation and Agreed Order Authorizing Withdrawal of Proof of Claim 120 Filed by The Get Good Trust)</i> Filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
11/05/2021	2992 (3 pgs) Withdrawal of claim(s): <i>(Stipulation and Agreed Order Authorizing Withdrawal of Proof of Claim 128 Filed by The Get Good Non-Exempt Trust No. 1 Individually and as Successor-in-Interest to The Canis Major Trust)</i> Filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
11/05/2021	2993 (3 pgs) Withdrawal of claim(s): <i>(Stipulation and Agreed Order Authorizing Withdrawal of Proof of Claim 129 Filed by The Get Good Non-Exempt Trust No. 2 Individually and as Successor-in-Interest to The Canis Major Trust)</i> Filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
11/05/2021	2994 (6 pgs) Response opposed to (related document(s): 2977 Objection filed by Interested Party NexPoint Advisors, L.P.) filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana)
11/07/2021	2995 (18 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2985 Order granting motion to appear pro hac vice adding Samuel A. Schwartz for NexPoint Advisors, L.P. (related document 2978) Entered on 11/5/2021.) No. of Notices: 1. Notice Date 11/07/2021. (Admin.)
11/07/2021	2996 (18 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2986 Order granting motion to appear pro hac vice adding Athanasios E. Agelakopoulos for NexPoint Advisors, L.P. (related document 2979) Entered on 11/5/2021.) No. of Notices: 1. Notice Date 11/07/2021. (Admin.)
11/07/2021	2997 (18 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 2987 Order granting motion to appear pro hac vice adding Emily D. Anderson for NexPoint Advisors, L.P. (related document 2980) Entered on 11/5/2021.) No. of Notices: 1. Notice Date 11/07/2021. (Admin.)
11/09/2021	2998 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s) 2868 Application for administrative expenses <i>for rank-and-file employees</i> Filed by Interested Party CPCM, LLC (Attachments: # 1 Proposed Order), 2869 Application for administrative expenses Filed by Interested Party CPCM, LLC (Attachments: # 1 Proposed Order)) Responses due by 11/23/2021. (Ecker, C.)
11/09/2021	2999 (33 pgs; 6 docs) Adversary case 21-03082. Complaint by Highland Capital Management, L.P. against Highland Capital Management Fund Advisors, L.P.. Fee Amount \$350 (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Adversary Cover Sheet). Nature(s) of suit: 02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)). 11 (Recovery of money/property - 542 turnover of property). (Annable, Zachery)
11/09/2021	3000 (27 pgs; 3 docs) Objection to claim(s) of Creditor(s) Jean-Paul Sevilla.. Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B) (Montgomery, Paige)
11/09/2021	3001 (18 pgs; 2 docs) Omnibus Objection to claim(s) of Creditor(s) Jean-Paul Sevilla, Scott Ellington, Isaac Leventon, Frank Waterhouse, CLO Holdco, Ltd... Filed by Interested Party Litigation Trustee of the


	Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A) (Montgomery, Paige)
11/09/2021	3002 (59 pgs; 6 docs) Objection to claim(s) of Creditor(s) Hunter Covitz.. Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E) (Montgomery, Paige)
11/10/2021	3003 (6 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2939 Motion for leave (<i>Amended Motion of the Reorganized Debtor for an Order Authorizing Entry into an Amended and Restated Employee Stipulation</i>) (related document(s) 2856 Motion for leave)). (Annable, Zachery)
11/10/2021	3004 (5 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 09/30/2021 filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)
11/10/2021	3005 (5 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 09/30/2021 filed by Other Professional Highland Claimant Trust. (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)
11/10/2021	3006 (14 pgs) Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 2828 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. Objections due by 12/1/2021. (Annable, Zachery)
11/10/2021	3007 (6 pgs) Order approving stipulation and agreed order authorizing withdrawal of proof of claim 113 filed by The Dugaboy Investment Trust as Successor-in-Interest to The Canis Major Trust (RE: related document(s) 2990 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 11/10/2021 (Okafor, Marcey)
11/10/2021	3008 (6 pgs) Order Approving Stipulation and Agreed Order Authorizing Withdrawal of Proof of Claim 120 Filed by The Get Good Trust(RE: related document(s) 2991 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 11/10/2021 (Okafor, Marcey)
11/10/2021	3009 (6 pgs) Order Approving Stipulation and Agreed Order Authorizing Withdrawal of Proof of Claim 128 Filed by The Get Good Non-Exempt Trust No. 1 Individually and as Successor-in-Interest to The Canis Major Trust (RE: related document(s) 2992 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 11/10/2021 (Okafor, Marcey)
11/10/2021	3010 (6 pgs) Order Approving Stipulation and Agreed Order Authorizing Withdrawal of Proof of Claim 129 Filed by The Get Good Non-Exempt Trust No. 2 Individually and as Successor-in-Interest to The Canis Major Trust (RE: related document(s) 2993 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 11/10/2021 (Okafor, Marcey)
11/10/2021	3011 (21 pgs; 2 docs) INCORRECT ENTRY: Filed in AP at docket #69. Motion to stay pending appeal <i>Amended</i> (related documents 1943 Order confirming chapter 11 plan) Filed by Creditor CLO Holdco, Ltd., Interested Parties CLO Holdco, Ltd., Charitable DAF Fund, LP (Attachments: # 1 Exhibit A-Motion to Withdraw Reference) (Bridges, Jonathan) MODIFIED and terminated on 1/10/2022 (Ecker, C.).
11/11/2021	3012 (28 pgs) Certificate of service re: Various Documents Served on November 5, 2021 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 2988 Reply to (related document(s): 2977 Objection filed by Interested Party NexPoint Advisors, L.P.) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2990 Withdrawal of claim(s): (<i>Stipulation and Agreed Order Authorizing Withdrawal of Proof of Claim 113 Filed by The</i>

	<p><i>Dugaboy Investment Trust as Successor-in-Interest to The Canis Major Trust</i>) Filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2991 Withdrawal of claim(s): <i>(Stipulation and Agreed Order Authorizing Withdrawal of Proof of Claim 120 Filed by The Get Good Trust)</i> Filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2992 Withdrawal of claim(s): <i>(Stipulation and Agreed Order Authorizing Withdrawal of Proof of Claim 128 Filed by The Get Good Non-Exempt Trust No. 1 Individually and as Successor-in-Interest to The Canis Major Trust)</i> Filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2993 Withdrawal of claim(s): <i>(Stipulation and Agreed Order Authorizing Withdrawal of Proof of Claim 129 Filed by The Get Good Non-Exempt Trust No. 2 Individually and as Successor-in-Interest to The Canis Major Trust)</i> Filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/11/2021	<p>3013 (5 pgs) Certificate of service re: (Supplemental) re 1) First Notice of Allowed Claims Pursuant to the Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.; 2) Agreed Scheduling Order on Debtors Third Omnibus Objection to Certain No Liability Claims; and 3) Reorganized Debtor's Amended Supplemental Omnibus Objection to Certain Employee Claims Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2768 Agreed Scheduling Order on Debtor's third omnibus objection to certain no liability claims (related document 2226 and 2267). Hearing to be held on 12/15/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2059, Entered on 8/24/2021. (Okafor, M.), 2870 Notice <i>(First Notice of Allowed Claims Pursuant to the Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.)</i> filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2976 Amended Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahar Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School; CPCM, LLC; NexPoint Advisors, L.P... Filed by Debtor Highland Capital Management, L.P. (related document(s)2059 Objection to claim filed by Debtor Highland Capital Management, L.P., 2974 Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahar Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 12/2/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Debtor Highland Capital Management, L.P.). (Attachments: # 1 Appendix A # 2 Appendix B # 3 Exhibit A # 4 Exhibit B # 5 Exhibit C) (Annable, Zachery). Modified on 11/3/2021. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/12/2021	<p>3014 (5 pgs) Certificate of service re: (Supplemental) Omnibus Notice of Hearing on Final Applications for Compensation and Reimbursement of Expenses of Estate Professionals Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2915 Omnibus Notice of hearing <i>(Omnibus Notice of Hearing on Final Applications for Compensation and Reimbursement of Expenses of Estate Professionals)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2872 Application for compensation <i>(FINAL)</i> for Hunton Andrews Kurth LLP, Special Counsel, Period: 10/16/2019 to 8/11/2021, Fee: \$1,147,059.42, Expenses: \$2,747.84. Filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 10/25/2021., 2902 Application for compensation <i>The Twenty-First and Final Fee Application</i> for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 8/11/2021, Fee: \$6,176,551.20, Expenses: \$39,122.91. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 10/29/2021., 2903 Application for compensation <i>Second Consolidated Monthly and Final Fee Application</i> for Teneo Capital, LLC, Other Professional, Period: 4/15/2021 to 8/11/2021, Fee: \$1,358,565.52, Expenses: \$6,257.07. Filed by Other Professional Teneo Capital, LLC Objections due by 10/29/2021., 2904 Application for compensation <i>Twenty-First Monthly and Final Fee Application of Sidley Austin LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to</p>

	<p>8/11/2021, Fee: \$13,134,805.2, Expenses: \$21,841.25. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 10/29/2021., 2906 Application for compensation <i>Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 10, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 8/10/2021, Fee: \$23978627.25, Expenses: \$334,232.95. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 10/29/2021., 2907 Application for compensation <i>Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period October 16, 2019 through August 11, 2021</i> for Wilmer Cutler Pickering Hale and Dorr LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$2,645,729.72, Expenses: \$5,207.53. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP Objections due by 10/29/2021., 2908 Application for compensation <i>Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021</i> for Mercer (US) Inc., Consultant, Period: 11/15/2019 to 8/10/2021, Fee: \$202,317.65, Expenses: \$2,449.37. Filed by Consultant Mercer (US) Inc. Objections due by 10/29/2021., 2910 Application for compensation (<i>Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 12/10/2019 to 8/11/2021, Fee: \$825,629.50, Expenses: \$46,482.92. Filed by Other Professional Hayward PLLC, 2911 Application for compensation (<i>Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021</i>) for Deloitte Tax LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$553,412.60, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP). Hearing to be held on 11/9/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2903 and for 2904 and for 2907 and for 2910 and for 2872 and for 2911 and for 2908 and for 2906 and for 2902, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/12/2021	<p>3015 (20 pgs; 2 docs) Supplemental Response opposed to (related document(s): 2872 Application for compensation (<i>FINAL</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 10/16/2019 to 8/11/2021, Fee: \$1,147,059.42, Expenses: \$2,747.84. filed by Interested Party Hunton Andrews Kurth LLP, Spec. Counsel Hunton Andrews Kurth LLP, 2902 Application for compensation <i>The Twenty-First and Final Fee Application</i> for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 8/11/2021, Fee: \$6,176,551.20, Expenses: \$39,122.91. filed by Financial Advisor FTI Consulting, Inc., 2903 Application for compensation <i>Second Consolidated Monthly and Final Fee Application</i> for Teneo Capital, LLC, Other Professional, Period: 4/15/2021 to 8/11/2021, Fee: \$1,358,565.52, Expenses: \$6,257.07. filed by Other Professional Teneo Capital, LLC, 2904 Application for compensation <i>Twenty-First Monthly and Final Fee Application of Sidley Austin LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 8/11/2021, Fee: \$13,134,805.2, Expenses: \$21 filed by Creditor Committee Official Committee of Unsecured Creditors, 2906 Application for compensation <i>Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 1</i> filed by Debtor Highland Capital Management, L.P., 2907 Application for compensation <i>Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Couns</i> filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP, 2908 Application for compensation <i>Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021</i> for Merc filed by Consultant Mercer (US) Inc., 2910 Application for compensation (<i>Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 12/10/2019 to 8/1 filed by Other Professional Hayward PLLC, 2911 Application for compensation (<i>Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021</i>) for Deloitte Tax LLP, Other filed by Other Professional Deloitte Tax LLP) filed by Interested Party NexPoint Advisors, L.P. (Attachments: # 1 Exhibit Declaration of Joseph Tiano, Chief Executive Officer of Legal Decoder) (Jain, Kristin)</p>
11/12/2021	<p>3016 (5 pgs) Certificate of service re: (Supplemental) 1) Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.; and 2) Omnibus</p>

Notice of Hearing on Final Applications for Compensation and Reimbursement of Expenses of Estate Professionals Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) [2700](#) Notice (*Notice of Occurrence of Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) [1943](#) Order confirming the fifth amended chapter 11 plan, as modified and granting related relief (RE: related document(s) [1472](#) Chapter 11 plan filed by Debtor Highland Capital Management, L.P., [1808](#) Chapter 11 plan filed by Debtor Highland Capital Management, L.P.). Entered on 2/22/2021 (Okafor, M.)). filed by Debtor Highland Capital Management, L.P., [2915](#) Omnibus Notice of hearing (*Omnibus Notice of Hearing on Final Applications for Compensation and Reimbursement of Expenses of Estate Professionals*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) [2872](#) Application for compensation (*FINAL*) for Hunton Andrews Kurth LLP, Special Counsel, Period: 10/16/2019 to 8/11/2021, Fee: \$1,147,059.42, Expenses: \$2,747.84. Filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 10/25/2021., [2902](#) Application for compensation *The Twenty-First and Final Fee Application* for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 8/11/2021, Fee: \$6,176,551.20, Expenses: \$39,122.91. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 10/29/2021., [2903](#) Application for compensation *Second Consolidated Monthly and Final Fee Application* for Teneo Capital, LLC, Other Professional, Period: 4/15/2021 to 8/11/2021, Fee: \$1,358,565.52, Expenses: \$6,257.07. Filed by Other Professional Teneo Capital, LLC Objections due by 10/29/2021., [2904](#) Application for compensation *Twenty-First Monthly and Final Fee Application of Sidley Austin LLP* for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 8/11/2021, Fee: \$13,134,805.2, Expenses: \$211,841.25. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 10/29/2021., [2906](#) Application for compensation *Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 10, 2021* for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 8/10/2021, Fee: \$23978627.25, Expenses: \$334,232.95. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 10/29/2021., [2907](#) Application for compensation *Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period October 16, 2019 through August 11, 2021* for Wilmer Cutler Pickering Hale and Dorr LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$2,645,729.72, Expenses: \$5,207.53. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP Objections due by 10/29/2021., [2908](#) Application for compensation *Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021* for Mercer (US) Inc., Consultant, Period: 11/15/2019 to 8/10/2021, Fee: \$202,317.65, Expenses: \$2,449.37. Filed by Consultant Mercer (US) Inc. Objections due by 10/29/2021., [2910](#) Application for compensation (*Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021*) for Hayward PLLC, Debtor's Attorney, Period: 12/10/2019 to 8/11/2021, Fee: \$825,629.50, Expenses: \$46,482.92. Filed by Other Professional Hayward PLLC, [2911](#) Application for compensation (*Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021*) for Deloitte Tax LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$553,412.60, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP). Hearing to be held on 11/9/2021 at 09:30 AM at <https://us-courts.webex.com/meet/jerniga> for [2903](#) and for [2904](#) and for [2907](#) and for [2910](#) and for [2872](#) and for [2911](#) and for [2908](#) and for [2906](#) and for [2902](#), filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)

11/13/2021

 [3017](#) (5 pgs) Witness and Exhibit List (*Reorganized Debtor's Witness and Exhibit List with Respect to Hearing on Final Fee Applications to Be Held on November 17, 2021*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) [2872](#) Application for compensation (*FINAL*) for Hunton Andrews Kurth LLP, Special Counsel, Period: 10/16/2019 to 8/11/2021, Fee: \$1,147,059.42, Expenses: \$2,747.84., [2906](#) Application for compensation *Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 1, 2021*, [2907](#) Application for compensation *Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Couns*, [2908](#) Application for compensation *Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021* for Merc, [2910](#) Application

	for compensation (Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021) for Hayward PLLC, Debtor's Attorney, Period: 12/10/2019 to 8/1, 2911 Application for compensation (Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021) for Deloitte Tax LLP, Other). (Annable, Zachery)
11/15/2021	<p>3018 (2 pgs) Scheduling Order continuing hearing (RE: related document(s)2872 Application for compensation filed by Interested Party Hunton Andrews Kurth LLP, Spec. Counsel Hunton Andrews Kurth LLP, 2902 Application for compensation filed by Financial Advisor FTI Consulting, Inc., 2903 Application for compensation filed by Other Professional Teneo Capital, LLC, 2904 Application for compensation filed by Creditor Committee Official Committee of Unsecured Creditors, 2906 Application for compensation filed by Debtor Highland Capital Management, L.P., 2907 Application for compensation filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP, 2908 Application for compensation filed by Consultant Mercer (US) Inc., 2910 Application for compensation filed by Other Professional Hayward PLLC, 2911 Application for compensation filed by Other Professional Deloitte Tax LLP). Hearing to be held on 11/17/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2904 and for 2872 and for 2911 and for 2908 and for 2902 and for 2903 and for 2907 and for 2910 and for 2906, Entered on 11/15/2021 (Okafor, Marcey)</p>
11/15/2021	<p>3019 (2 pgs) Order Granting Amended Motion of the Reorganized Debtor for an Order Authorizing Entry into an Amended and Restated Employee Stipulation (related document # 2939) Entered on 11/15/2021. (Okafor, Marcey)</p>
11/16/2021	<p>3020 (6 pgs) Supplemental Reply to (related document(s): 2977 Objection filed by Interested Party NexPoint Advisors, L.P., 3015 Response filed by Interested Party NexPoint Advisors, L.P.) (<i>Supplemental Reply of Debtor Professionals to Supplemental Omnibus Response of NexPoint Advisors, L.P., to Final Fee Applications Submitted by Various Estate Professionals</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
11/16/2021	<p>3023 (11 pgs) Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on November 17, 2021 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
11/16/2021	<p>3024 (7 pgs) Supplemental Response opposed to (related document(s): 2977 Objection filed by Interested Party NexPoint Advisors, L.P.) filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana)</p>
11/16/2021	<p>3025 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3006 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)2828 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. Objections due by 12/1/2021.). Hearing to be held on 12/7/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3006, (Annable, Zachery)</p>
11/16/2021	<p>3026 (47 pgs) Certificate of service re: Various Documents Served on November 10, 2021 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3000 Objection to claim(s) of Creditor(s) Jean-Paul Sevilla.. Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust, 3001 Omnibus Objection to claim(s) of Creditor(s) Jean-Paul Sevilla, Scott Ellington, Isaac Leventon, Frank Waterhouse, CLO Holdco, Ltd... Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A) filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust, 3002 Objection to claim(s) of Creditor(s) Hunter Covitz.. Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E) filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust, 3006 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of</p>

	<p>Bankruptcy Procedure (RE: related document(s) 2828 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. Objections due by 12/1/2021. filed by Debtor Highland Capital Management, L.P., 3007 Order approving stipulation and agreed order authorizing withdrawal of proof of claim 113 filed by The Dugaboy Investment Trust as Successor-in-Interest to The Canis Major Trust (RE: related document(s) 2990 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 11/10/2021, 3008 Order Approving Stipulation and Agreed Order Authorizing Withdrawal of Proof of Claim 120 Filed by The Get Good Trust(RE: related document(s) 2991 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 11/10/2021, 3009 Order Approving Stipulation and Agreed Order Authorizing Withdrawal of Proof of Claim 128 Filed by The Get Good Non-Exempt Trust No. 1 Individually and as Successor-in-Interest to The Canis Major Trust (RE: related document(s) 2992 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 11/10/2021, 3010 Order Approving Stipulation and Agreed Order Authorizing Withdrawal of Proof of Claim 129 Filed by The Get Good Non-Exempt Trust No. 2 Individually and as Successor-in-Interest to The Canis Major Trust (RE: related document(s) 2993 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 11/10/2021). (Kass, Albert)</p>
11/16/2021	<p>3027 (7 pgs) Certificate of service re: Notice of Agenda of Matters Scheduled for Hearing on November 17, 2021 at 9:30 a.m. (Central Time) Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3023 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on November 17, 2021 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/17/2021	<p>3028 (3 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 3019 Order Granting Amended Motion of the Reorganized Debtor for an Order Authorizing Entry into an Amended and Restated Employee Stipulation (related document 2939) Entered on 11/15/2021.) No. of Notices: 1. Notice Date 11/17/2021. (Admin.)</p>
11/17/2021	<p>3029 (1 pg) Court admitted exhibits date of hearing November 17, 2021 (RE: related document(s) 2872 Application for compensation (FINAL) for Hunton Andrews Kurth LLP, Special Counsel, Period: 10/16/2019 to 8/11/2021, filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 10/25/2021., 2902 Application for compensation The Twenty-First and Final Fee Application for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 8/11/2021, filed by Financial Advisor FTI Consulting, Inc. Objections due by 10/29/2021., 2903 Application for compensation Second Consolidated Monthly and Final Fee Application for Teneo Capital, LLC, Other Professional, Period: 4/15/2021 to 8/11/2021, filed by Other Professional Teneo Capital, LLC Objections due by 10/29/2021., 2904 Application for compensation Twenty-First Monthly and Final Fee Application of Sidley Austin LLP for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 8/11/2021, filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 10/29/2021., 2906 Application for compensation Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 10, 2021 for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 8/10/2021, filed by Attorney Jeffrey Nathan Pomerantz Objections due by 10/29/2021., 2907 Application for compensation Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period October 16, 2019 through August 11, 2021 for Wilmer Cutler Pickering Hale and Dorr LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP Objections due by 10/29/2021., 2908 Application for compensation Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021 for Mercer (US) Inc., Consultant, filed by Consultant Mercer (US) Inc. Objections due by 10/29/2021., 2910 Application for compensation (Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021) for Hayward PLLC, Debtor's Attorney, filed by Other Professional Hayward PLLC, 2911 Application for compensation (Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021) for Deloitte Tax LLP, Other Professional, filed by Other Professional Deloitte Tax LLP) (COURT ADMITTED ALL OF THE EXHIBIT'S THAT APPEAR ON DOC. #3017 BY JEFFREY POMERANTZ), (Edmond, Michael) (Entered: 11/18/2021)</p>

11/17/2021	<p>● 3033 Hearing held on 11/17/2021. (RE: related document(s)2872 Application for compensation (FINAL) for Hunton Andrews Kurth LLP, Special Counsel, Period: 10/16/2019 to 8/11/2021, (Appearances: G. Hesse for Applicant; J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.) (Edmond, Michael) (Entered: 11/18/2021)</p>
11/17/2021	<p>● 3034 Hearing held on 11/17/2021. (RE: related document(s)2902 Application for compensation The Twenty-First and Final Fee Application for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 8/11/2021, filed by Financial Advisor FTI Consulting, Inc., (Appearances: J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.) (Edmond, Michael) (Entered: 11/18/2021)</p>
11/17/2021	<p>● 3035 Hearing held on 11/17/2021. (RE: related document(s)2903 Application for compensation Second Consolidated Monthly and Final Fee Application for Teneo Capital, LLC, Other Professional, Period: 4/15/2021 to 8/11/2021, filed by Other Professional Teneo Capital, LLC., (Appearances: J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.) (Edmond, Michael) (Entered: 11/18/2021)</p>
11/17/2021	<p>● 3036 Hearing held on 11/17/2021. (RE: related document(s)2904 Application for compensation Twenty-First Monthly and Final Fee Application of Sidley Austin LLP for Official Committee of Unsecured Creditors, Creditor Comm. Aty, Period: 10/29/2019 to 8/11/2021, filed by Creditor Committee Official Committee of Unsecured Creditors.) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.) (Edmond, Michael) (Entered: 11/18/2021)</p>
11/17/2021	<p>● 3037 Hearing held on 11/17/2021. (RE: related document(s)2906 Application for compensation Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 10, 2021 for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 8/10/2021, filed by attorney Jeffrey Nathan Pomerantz.) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.) (Edmond, Michael) (Entered: 11/18/2021)</p>
11/17/2021	<p>● 3038 Hearing held on 11/17/2021. (RE: related document(s)2907 Application for compensation Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period October 16, 2019 through August 11, 2021 for Wilmer Cutler Pickering Hale and Dorr LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP., (Appearances: T. Silva for Applicant; J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.) (Edmond, Michael) (Entered: 11/18/2021)</p>
11/17/2021	<p>● 3039 Hearing held on 11/17/2021. (RE: related document(s)2908 Application for compensation Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021 for Mercer (US) Inc., Consultant, Period: 11/15/2019 to 8/10/2021, filed by Consultant Mercer (US) Inc. (Appearances: J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.) (Edmond, Michael) (Entered: 11/18/2021)</p>

11/17/2021	<p>● 3040 Hearing held on 11/17/2021. (RE: related document(s)2910 Application for compensation (Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021) for Hayward PLLC, Debtor's Attorney, Period: 12/10/2019 to 8/11/2021, filed by Other Professional Hayward PLLC) (Appearances: Z. Annabel for Applicant; J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.) (Edmond, Michael) (Entered: 11/18/2021)</p>
11/17/2021	<p>● 3041 Hearing held on 11/17/2021. (RE: related document(s)2911 Application for compensation (Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021) for Deloitte Tax LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, filed by Other Professional Deloitte Tax LLP) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.) (Edmond, Michael) (Entered: 11/18/2021)</p>
11/18/2021	<p>● 3030 (1 pg) Request for transcript regarding a hearing held on 11/17/2021. The requested turn-around time is hourly. (Edmond, Michael)</p>
11/18/2021	<p>● 3031 (2 pgs) <i>Withdrawal of Application for Allowance of Administrative Expense Claim</i> filed by Interested Parties NexBank, NexBank Capital Inc., NexBank Securities Inc., NexBank Title Inc. (RE: related document(s)1888 Application for administrative expenses). (Drawhorn, Lauren)</p>
11/18/2021	<p>● 3032 (19 pgs; 2 docs) Response opposed to (related document(s): 2940 Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) (related document(s):2857) filed by Debtor Highland Capital Management, L.P.) filed by Interested Party CPCM, LLC. (Attachments: # 1 Exhibit A) (Soderlund, Eric)</p>
11/18/2021	<p>● 3042 (5 pgs) Certificate of service re: CPCM, LLCs Objection to Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502 filed by Interested Party CPCM, LLC (RE: related document(s)3032 Response). (Soderlund, Eric)</p>
11/18/2021	<p>● 3043 (20 pgs) Certificate of service re: 1) Reorganized Debtor's Witness and Exhibit List with Respect to Hearing on Final Fee Applications to be Held on November 17, 2021; 2) Scheduling Order; and 3) Order Granting Amended Motion of the Reorganized Debtor for an Order Authorizing Entry Into an Amended and Restated Employee Stipulation Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3017 Witness and Exhibit List (<i>Reorganized Debtor's Witness and Exhibit List with Respect to Hearing on Final Fee Applications to Be Held on November 17, 2021</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2872 Application for compensation (<i>FINAL</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 10/16/2019 to 8/11/2021, Fee: \$1,147,059.42, Expenses: \$2,747.84., 2906 Application for compensation <i>Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 1, 2907 Application for compensation Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Couns, 2908 Application for compensation Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021 for Merc, 2910 Application for compensation (Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021) for Hayward PLLC, Debtor's Attorney, Period: 12/10/2019 to 8/1, 2911 Application for compensation (Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021) for Deloitte Tax LLP, Other). filed by Debtor Highland Capital Management, L.P., 3018 Scheduling Order continuing hearing (RE: related document(s)2872 Application for compensation filed by Interested Party Hunton Andrews Kurth LLP, Spec. Counsel Hunton Andrews Kurth LLP, 2902 Application for compensation filed by Financial Advisor</i></p>

FTI Consulting, Inc., [2905](#) Application for compensation filed by Other Professional Teneo Capital, LLC, [2904](#) Application for compensation filed by Creditor Committee Official Committee of Unsecured Creditors, [2906](#) Application for compensation filed by Debtor Highland Capital Management, L.P., [2907](#) Application for compensation filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP, [2908](#) Application for compensation filed by Consultant Mercer (US) Inc., [2910](#) Application for compensation filed by Other Professional Hayward PLLC, [2911](#) Application for compensation filed by Other Professional Deloitte Tax LLP). Hearing to be held on 11/17/2021 at 09:30 AM at <https://us-courts.webex.com/meet/jerniga> for [2904](#) and for [2872](#) and for [2911](#) and for [2908](#) and for [2902](#) and for [2903](#) and for [2907](#) and for [2910](#) and for [2906](#), Entered on 11/15/2021, [3019](#) Order Granting Amended Motion of the Reorganized Debtor for an Order Authorizing Entry into an Amended and Restated Employee Stipulation (related document [2939](#)) Entered on 11/15/2021.). (Kass, Albert)












11/18/2021 [3044](#) (23 pgs) Certificate of service re: 1) Supplemental Reply of Debtor Professionals to Supplemental Omnibus Response of NexPoint Advisors, L.P., to Final Fee Applications Submitted by Various Estate Professionals; 2) Supplemental Response of Sidley Austin LLP, Attorneys for the Official Committee of Unsecured Creditors, to Supplemental Omnibus Response of NexPoint Advisors, L.P., Creditor and Party in Interest Pursuant to 11 U.S.C. § 330(a) and Federal Rule of Bankruptcy Procedure 2016 to Final Fee Applications Submitted by Various Estate Professionals; 3) Notice of Hearing Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) [3020](#) Supplemental Reply to (related document(s): [2977](#) Objection filed by Interested Party NexPoint Advisors, L.P., [3015](#) Response filed by Interested Party NexPoint Advisors, L.P.) (Supplemental Reply of Debtor Professionals to Supplemental Omnibus Response of NexPoint Advisors, L.P., to Final Fee Applications Submitted by Various Estate Professionals) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., [3024](#) Supplemental Response opposed to (related document(s): [2977](#) Objection filed by Interested Party NexPoint Advisors, L.P.) filed by Creditor Committee Official Committee of Unsecured Creditors. filed by Creditor Committee Official Committee of Unsecured Creditors, [3025](#) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) [3006](#) Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) [2828](#) Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. Objections due by 12/1/2021.). Hearing to be held on 12/7/2021 at 09:30 AM at <https://us-courts.webex.com/meet/jerniga> for [3006](#), filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)

11/19/2021 [3045](#) (68 pgs) Transcript regarding Hearing Held 11/17/2021 (68 pages) RE: Final Fee Applications. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 02/17/2022. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) [3033](#) Hearing held on 11/17/2021. (RE: related document(s) [2872](#) Application for compensation (FINAL) for Hunton Andrews Kurth LLP, Special Counsel, Period: 10/16/2019 to 8/11/2021, (Appearances: G. Hesse for Applicant; J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.), [3034](#) Hearing held on 11/17/2021. (RE: related document(s) [2902](#) Application for compensation The Twenty-First and Final Fee Application for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 8/11/2021, filed by Financial Advisor FTI Consulting, Inc., (Appearances: J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.), [3035](#) Hearing held on 11/17/2021. (RE: related document(s) [2903](#) Application for compensation Second Consolidated Monthly and Final Fee Application for Teneo Capital, LLC, Other Professional, Period: 4/15/2021 to 8/11/2021, filed by Other Professional Teneo Capital, LLC., (Appearances: J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.), [3036](#) Hearing held on 11/17/2021. (RE: related document(s) [2904](#) Application for compensation Twenty-First Monthly and Final Fee Application of Sidley Austin LLP for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 8/11/2021, filed by Creditor Committee Official Committee of Unsecured Creditors.) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.), [3037](#)

	<p>Hearing held on 11/17/2021. (RE: related document(s)2906 Application for compensation Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 10, 2021 for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 8/10/2021, filed by attorney Jeffrey Nathan Pomerantz.) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.), 3038 Hearing held on 11/17/2021. (RE: related document(s)2907 Application for compensation Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period October 16, 2019 through August 11, 2021 for Wilmer Cutler Pickering Hale and Dorr LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP., (Appearances: T. Silva for Applicant; J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.), 3039 Hearing held on 11/17/2021. (RE: related document(s)2908 Application for compensation Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021 for Mercer (US) Inc., Consultant, Period: 11/15/2019 to 8/10/2021, filed by Consultant Mercer (US) Inc. (Appearances: J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.), 3040 Hearing held on 11/17/2021. (RE: related document(s)2910 Application for compensation (Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021) for Hayward PLLC, Debtor's Attorney, Period: 12/10/2019 to 8/11/2021, filed by Other Professional Hayward PLLC) (Appearances: Z. Annabel for Applicant; J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.), 3041 Hearing held on 11/17/2021. (RE: related document(s)2911 Application for compensation (Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021) for Deloitte Tax LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, filed by Other Professional Deloitte Tax LLP) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Reorganized Debtor; M. Clemente for former UCC; L. Lambert ofr UST; K. Jain and S. Schwartz for NexPoint Advisors. Evidentiary hearing. Application approved and objections overruled. Counsel to upload order.)). Transcript to be made available to the public on 02/17/2022. (Rehling, Kathy)</p>
11/22/2021	<p>3046 (3 pgs) Order granting final fee application for compensation (related document # 2872) granting for Hunton Andrews Kurth LLP, fees awarded: \$1147059.42, expenses awarded: \$2747.84 Entered on 11/22/2021. (Okafor, Marcey)</p>
11/22/2021	<p>3047 (3 pgs) Order granting fifth and final application for compensation (related document # 2906) granting for Jeffrey Nathan Pomerantz, fees awarded: \$23978627.25, expenses awarded: \$334232.95 Entered on 11/22/2021. (Okafor, Marcey)</p>
11/22/2021	<p>3048 (3 pgs) Order granting application for compensation (related document # 2907) granting for Wilmer Cutler Pickering Hale and Dorr LLP, fees awarded: \$2645729.72, expenses awarded: \$5207.53 Entered on 11/22/2021. (Okafor, Marcey)</p>
11/22/2021	<p>3049 (4 pgs) Order granting application for compensation (related document # 2910) granting for Hayward PLLC, fees awarded: \$825629.50, expenses awarded: \$46482.92 Entered on 11/22/2021. (Okafor, Marcey)</p>
11/23/2021	<p>3050 (2 pgs) Notice of CPCM, LLC's Response to Clerk's Correspondence filed by Interested Party CPCM, LLC (RE: related document(s)2998 Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s)2868 Application for administrative expenses for rank-and-file employees Filed by Interested Party CPCM, LLC (Attachments: # 1 Proposed Order), 2869 Application for</p>

	administrative expenses filed by Interested Party CFCM, LLC (Attachments: # 1 Proposed Order) Responses due by 11/23/2021. (Ecker, C.). (Smith, Frances)
11/23/2021	<p>3051 (656 pgs; 2 docs) Witness and Exhibit List <i>for Hearing on November 30, 2021</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2196 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC. (<i>Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>), 2893 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief. (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and</i>). (Attachments: # 1 Exhibits 1-13) (Hayward, Melissa)</p>
11/23/2021	<p>3052 (297 pgs; 11 docs) Witness and Exhibit List filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s)2278 Response). (Attachments: # 1 Exhibit Exhibit 1. CONFIDENTIAL Highland246786 - 246818 # 2 Exhibit Exhibit 2. CONFIDENTIAL Highland209134 # 3 Exhibit Exhibit 3. SE Multifamily LLC Agreement # 4 Exhibit Exhibit 4. Bridge Loan Agreement # 5 Exhibit Exhibit 5. CONFIDENTIAL Highland136853 - 136883 # 6 Exhibit Exhibit 6. CONFIDENTIAL Highland136795 - 136822 # 7 Exhibit Exhibit 7. SE Multifamily Amended and Restated LLC Agreement # 8 Exhibit Exhibit 8. POC # 9 Exhibit Exhibit 9. Objection_and_Motion_for_Protective_Order # 10 Exhibit Exhibit 10. Response to Omnibus Objection) (Drawhorn, Lauren)</p>
11/23/2021	<p>3053 (2 pgs) Notice of Appearance and Request for Notice <i>Notice of Appearance of Additional Counsel - Jeffrey W. Hellberg, Jr.</i> by Lauren Kessler Drawhorn Filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. (Drawhorn, Lauren)</p>
11/24/2021	<p>Adversary case 3:21-ap-3000 closed Pursuant to LBR 9070-1, any exhibits that were admitted by the Court may be claimed and removed from the Clerks Office during the 60-day period following final disposition of a case by the attorney or party who introduced the exhibits. Any exhibit not removed within the 60-day period may be destroyed or otherwise disposed of by the Bankruptcy Clerk. (Ecker, C.)</p>
11/24/2021	<p>3054 (25 pgs; 2 docs) Amended Witness and Exhibit List <i>for Hearing on November 30, 2021</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3051 List (witness/exhibit/generic)). (Attachments: # 1 Exhibits 14 and 15) (Hayward, Melissa)</p>
11/24/2021	<p>3055 (21 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)3047 Order granting fifth and final application for compensation (related document 2906) granting for Jeffrey Nathan Pomerantz, fees awarded: \$23978627.25, expenses awarded: \$334232.95 Entered on 11/22/2021.) No. of Notices: 1. Notice Date 11/24/2021. (Admin.)</p>
11/29/2021	<p>3056 (2 pgs) Order granting application for compensation (related document # 2903) granting for Teneo Capital, LLC, fees awarded: \$1358565.52, expenses awarded: \$6257.07 Entered on 11/29/2021. (Okafor, Marcey)</p>
11/29/2021	<p>3057 (2 pgs) Order granting application for compensation (related document 2904) granting for Sidney Austin, LLP, Attorneys for the Official Committee of Unsecured Creditors, fees awarded: \$13134805.20, expenses awarded: \$211841.25 Entered on 11/29/2021. (Okafor, Marcey) Modified text on 11/29/2021 (Okafor, Marcey).</p>
11/29/2021	<p>3058 (2 pgs) Order granting application for compensation (related document # 2902) granting for FTI Consulting, Inc., fees awarded: \$6176551.20, expenses awarded: \$39122.91 Entered on 11/29/2021. (Okafor, Marcey)</p>
11/29/2021	<p>3059 (2 pgs) Order granting application for compensation (related document # 2908) granting for Mercer (US) Inc., fees awarded: \$202317.65, expenses awarded: \$2449.37 Entered on 11/29/2021. (Okafor, Marcey)</p>

11/29/2021	<p>● 3060 (134 pgs; 5 docs) Amended Witness and Exhibit List for Hearing on November 30, 2021 filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s)3052 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 11. - Transcript of August 13, 2021 Deposition of Mark Patrick [ECF No. 2928] # 2 Exhibit 12. - Transcript of September 17, 2021 Deposition of Ben Selman # 3 Exhibit 13. - NREP Designation of Expert Witness # 4 Exhibit 14. - Index to Documents Examined by Expert) (Drawhorn, Lauren)</p>
11/29/2021	<p>● 3061 (17 pgs) Certificate of service re: Documents Served on November 23, 2021 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3046 Order granting final fee application for compensation (related document 2872) granting for Hunton Andrews Kurth LLP, fees awarded: \$1147059.42, expenses awarded: \$2747.84 Entered on 11/22/2021., 3047 Order granting fifth and final application for compensation (related document 2906) granting for Jeffrey Nathan Pomerantz, fees awarded: \$23978627.25, expenses awarded: \$334232.95 Entered on 11/22/2021., 3048 Order granting application for compensation (related document 2907) granting for Wilmer Cutler Pickering Hale and Dorr LLP, fees awarded: \$2645729.72, expenses awarded: \$5207.53 Entered on 11/22/2021., 3049 Order granting application for compensation (related document 2910) granting for Hayward PLLC, fees awarded: \$825629.50, expenses awarded: \$46482.92 Entered on 11/22/2021., 3051 Witness and Exhibit List for Hearing on November 30, 2021 filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2196 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC. (<i>Debtor's Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>), 2893 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief. (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and</i>). (Attachments: # 1 Exhibits 1-13) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/30/2021	<p>● 3062 (5 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2893 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief. (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 11/30/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2893, (Annable, Zachery)</p>
11/30/2021	<p>● 3063 (8 pgs) Certificate of service re: Various Documents Served on November 29, 2021 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3056 Order granting application for compensation (related document 2903) granting for Teneo Capital, LLC, fees awarded: \$1358565.52, expenses awarded: \$6257.07 Entered on 11/29/2021., 3057 Order granting application for compensation (related document 2904) granting for Sidney Austin, LLP, Attorneys for the Official Committee of Unsecured Creditors, fees awarded: \$13134805.20, expenses awarded: \$211841.25 Entered on 11/29/2021. (Okafor, Marcey) Modified text on 11/29/2021., 3058 Order granting application for compensation (related document 2902) granting for FTI Consulting, Inc., fees awarded: \$6176551.20, expenses awarded: \$39122.91 Entered on 11/29/2021., 3059 Order granting application for compensation (related document 2908) granting for Mercer (US) Inc., fees awarded: \$202317.65, expenses awarded: \$2449.37 Entered on 11/29/2021.). (Kass, Albert)</p>
11/30/2021	<p>● 3065 (1 pg) Court admitted exhibits date of hearing November 30, 2021 (RE: related document(s)2893 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief. (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>), filed by Debtor Highland Capital Management, L.P.) (<i>COURT ADMITTED DEBTOR'S / RE-ORGANIZED DEBTOR'S EXHIBIT'S #1 THROUGH #13 AT DOC. #3051 & EXHIBIT'S #14 & #15 AT DOC. #3054 BY JOHN A. MORRIS; AND DEFENDANT'S/RESPONDENT'S EXHIBIT'S #1 THROUGH #14 AT AMENDED DOC. 3060 BY JEFFREY W. HELLBERG, JR., (Edmond, Michael) (Entered: 12/01/2021)</i>)</p>
11/30/2021	<p>● 3071 Hearing held on 11/30/2021. (RE: related document(s)2893 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief, (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>), filed by Debtor Highland Capital Management, L.P.) (Appearances:</p>

	J. Morris for Reorganized Debtor, J. Hellberg for Wick Phillips and NexPoint Real Estate. Evidentiary hearing. Motion granted for reasons stated on the record. Mr Morris to upload order.) (Edmond, Michael) (Entered: 12/02/2021)
12/01/2021	 3064 (2 pgs) Order granting application for compensation (related document # 2911) granting for Deloitte Tax LLP, fees awarded: \$553412.60, expenses awarded: \$0.00 Entered on 12/1/2021. (Okafor, Marcey)
12/01/2021	 3066 (84 pgs; 4 docs) Motion for leave to <i>File Lawsuit</i> Filed by Creditor The Dugaboy Investment Trust Objections due by 12/22/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) (Draper, Douglas)
12/01/2021	 3067 (7 pgs) Certificate of service re: Second Amended Notice of Hearing Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3062 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2893 Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief. (<i>Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 11/30/2021 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2893 , filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
12/01/2021	 3068 (3 pgs) Certificate of service re: (Supplemental) re Notice of Hearing Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3025 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3006 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 2828 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. Objections due by 12/1/2021.). Hearing to be held on 12/7/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3006 , filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
12/01/2021	 3069 (20 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 3059 Order granting application for compensation (related document 2908) granting for Mercer (US) Inc., fees awarded: \$202317.65, expenses awarded: \$2449.37 Entered on 11/29/2021.) No. of Notices: 1. Notice Date 12/01/2021. (Admin.)
12/02/2021	 3070 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3006 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 2828 Order on motion to extend/shorten time)). (Annable, Zachery)
12/02/2021	 3074 (4 pgs) ***INCORRECT ENTRY*** Request for transcript regarding a hearing held on 11/30/2021. The requested turn-around time is daily (Jeng, Hawaii) Modified TEXT on 12/3/2021 (Jeng, Hawaii). (Entered: 12/03/2021)
12/03/2021	  3072 (1 pg) PDF with attached Audio File. Court Date & Time [11/17/2021 09:01:56 AM]. File Size [27292 KB]. Run Time [01:56:50]. (admin).
12/03/2021	  3073 (1 pg) PDF with attached Audio File. Court Date & Time [11/30/2021 08:56:02 AM]. File Size [43946 KB]. Run Time [03:08:47]. (admin).
12/03/2021	 3075 (2 pgs) Request for transcript regarding a hearing held on 11/30/2021. The requested turn-around time is daily (Jeng, Hawaii) .

12/03/2021	<p>● 3076 (7 pgs; 2 docs) Notice of appeal of <i>Order Granting Twenty-First and Final Fee Application of FTI Consulting, Inc.</i>. Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3058 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit Exh A to Notice of Appeal)(Jain, Kristin)</p>
12/03/2021	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number A29168859, amount \$ 298.00 (re: Doc# 3076). (U.S. Treasury)</p>
12/03/2021	<p>● 3077 (8 pgs; 2 docs) Notice of appeal <i>Order Granting Fifth and Final Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP</i>. Fee Amount \$298 filed by Interested Party NexPoint Real Estate Advisors, L.P. (RE: related document(s)3047 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)(Jain, Kristin)</p>
12/03/2021	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number A29168896, amount \$ 298.00 (re: Doc# 3077). (U.S. Treasury)</p>
12/03/2021	<p>● 3078 (8 pgs; 2 docs) Notice of appeal <i>Order Granting Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dore LLP</i>. Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3048 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)(Jain, Kristin)</p>
12/03/2021	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number A29168917, amount \$ 298.00 (re: Doc# 3078). (U.S. Treasury)</p>
12/03/2021	<p>● 3079 (8 pgs; 2 docs) Notice of appeal of <i>Order Granting Second Consolidated Monthly and Final Fee Application of Teneo Capital, LLC</i>. Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3056 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)(Jain, Kristin)</p>
12/03/2021	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number A29168940, amount \$ 298.00 (re: Doc# 3079). (U.S. Treasury)</p>
12/03/2021	<p>● 3080 (8 pgs; 2 docs) Notice of appeal of <i>Order Granting Twenty-First Monthly and Final Fee Application of Sidley Austin LLP</i>. Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3057 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)(Jain, Kristin)</p>
12/03/2021	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number A29168959, amount \$ 298.00 (re: Doc# 3080). (U.S. Treasury)</p>
12/03/2021	<p>● 3081 (11 pgs) Certificate of service re: Highland Capital Management, L.P.'s Amended Witness and Exhibit List with Respect to Evidentiary Hearing to be Held on November 30, 2021 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3054 Amended Witness and Exhibit List for <i>Hearing on November 30, 2021</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3051 List (witness/exhibit/generic)). (Attachments: # 1 Exhibits 14 and 15) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
12/03/2021	<p>● 3082 (3 pgs) Certificate of service re: Omnibus Notice of Hearing on Final Applications for Compensation and Reimbursement of Expenses of Estate Professionals (<i>Supplemental</i>) Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2915 Omnibus Notice of hearing (<i>Omnibus Notice of Hearing on Final Applications for Compensation and Reimbursement of Expenses of Estate Professionals</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2872 Application for compensation (<i>FINAL</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 10/16/2019 to 8/11/2021, Fee: \$1,147,059.42, Expenses: \$2,747.84. Filed by Spec. Counsel Hunton</p>

Andrews Kurth LLP Objections due by 10/29/2021., [2902](#) Application for compensation *The Twenty-First and Final Fee Application* for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 8/11/2021, Fee: \$6,176,551.20, Expenses: \$39,122.91. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 10/29/2021., [2903](#) Application for compensation *Second Consolidated Monthly and Final Fee Application* for Teneo Capital, LLC, Other Professional, Period: 4/15/2021 to 8/11/2021, Fee: \$1,358,565.52, Expenses: \$6,257.07. Filed by Other Professional Teneo Capital, LLC Objections due by 10/29/2021., [2904](#) Application for compensation *Twenty-First Monthly and Final Fee Application of Sidley Austin LLP* for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 8/11/2021, Fee: \$13,134,805.2, Expenses: \$211,841.25. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 10/29/2021., [2906](#) Application for compensation *Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 10, 2021* for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 8/10/2021, Fee: \$23978627.25, Expenses: \$334,232.95. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 10/29/2021., [2907](#) Application for compensation *Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period October 16, 2019 through August 11, 2021* for Wilmer Cutler Pickering Hale and Dorr LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$2,645,729.72, Expenses: \$5,207.53. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP Objections due by 10/29/2021., [2908](#) Application for compensation *Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021* for Mercer (US) Inc., Consultant, Period: 11/15/2019 to 8/10/2021, Fee: \$202,317.65, Expenses: \$2,449.37. Filed by Consultant Mercer (US) Inc. Objections due by 10/29/2021., [2910](#) Application for compensation (*Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021*) for Hayward PLLC, Debtor's Attorney, Period: 12/10/2019 to 8/11/2021, Fee: \$825,629.50, Expenses: \$46,482.92. Filed by Other Professional Hayward PLLC, [2911](#) Application for compensation (*Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021*) for Deloitte Tax LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$553,412.60, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP). Hearing to be held on 11/9/2021 at 09:30 AM at <https://us-courts.webex.com/meet/jerniga> for [2903](#) and for [2904](#) and for [2907](#) and for [2910](#) and for [2872](#) and for [2911](#) and for [2908](#) and for [2906](#) and for [2902](#), filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)

12/03/2021

[3083](#) (7 pgs) Certificate of service re: Order Granting Deloitte Tax LLP's Final Fee Application for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 Through August 11, 2021 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)[3064](#) Order granting application for compensation (related document [2911](#)) granting for Deloitte Tax LLP, fees awarded: \$553412.60, expenses awarded: \$0.00 Entered on 12/1/2021.). (Kass, Albert)

12/05/2021

[3084](#) (77 pgs) Transcript regarding Hearing Held 11/30/2021 (77 pages) RE: Motion to Disqualify. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 03/5/2022. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) [3071](#) Hearing held on 11/30/2021. (RE: related document(s)[2893](#) Motion to compel Disqualification of Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief, (Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief), filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Morris for Reorganized Debtor; J. Hellberg for Wick Phillips and NexPoint Real Estate. Evidentiary hearing. Motion granted for reasons stated on the record. Mr Morris to upload order.)). Transcript to be made available to the public on 03/5/2022. (Rehling, Kathy)

12/06/2021

[3085](#) (2 pgs) Order further extending period within which the reorganized debtor may remove actions pursuant to 28 U.S.C. section 1452 and rule 9027 of the federal rules of bankruptcy procedure [3006](#)

	Motion to extend time. Entered on 12/6/2021. (Bradden, T.)
12/06/2021	3086 (55 pgs; 8 docs) Objection to claim(s) of Creditor(s) Paul N. Adkins.. Filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G) (Annable, Zachery)
12/07/2021	3087 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3086 Objection to claim(s) of Creditor(s) Paul N. Adkins.. Filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G)). Hearing to be held on 1/27/2022 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 3086 , (Annable, Zachery)
12/08/2021	3088 (20 pgs; 2 docs) Motion to compromise controversy with Patrick Hagaman Daugherty. (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A) (Annable, Zachery)
12/08/2021	3089 (32 pgs; 2 docs) Declaration re: (<i>Declaration of John A. Morris in Support of the Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3088 Motion to compromise controversy with Patrick Hagaman Daugherty. (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith</i>)). (Attachments: # 1 Exhibit 1-- Settlement Agreement) (Annable, Zachery)
12/08/2021	3090 (20 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 3085 Order further extending period within which the reorganized debtor may remove actions pursuant to 28 U.S.C. section 1452 and rule 9027 of the federal rules of bankruptcy procedure 3006 Motion to extend time. Entered on 12/6/2021. (Bradden, T.)) No. of Notices: 1. Notice Date 12/08/2021. (Admin.)
12/09/2021	3091 (10 pgs; 2 docs) Stipulation by Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust and Scott Ellington, Isaac Leventon, Frank Waterhouse, and Jean-Paul Sevilla ***Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim Nos. 182, 184, 185, 187, 192, 214, 215, 242, 245, and 253. filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (RE: related document(s) 1808 Chapter 11 plan). (Attachments: # 1 Proposed Order) (Montgomery, Paige)
12/09/2021	3092 (23 pgs) Certificate of service re: 1) Order Further Extending Period Within Which the Reorganized Debtor May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure; and 2) Reorganized Debtor's Objection to Proof of Claim No. 65 and No. 66 Filed by Paul N. Adkins Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3085 Order further extending period within which the reorganized debtor may remove actions pursuant to 28 U.S.C. section 1452 and rule 9027 of the federal rules of bankruptcy procedure 3006 Motion to extend time. Entered on 12/6/2021. (Bradden, T.), 3086 Objection to claim(s) of Creditor(s) Paul N. Adkins.. Filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
12/10/2021	3094 (10 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s) 3077 Notice of appeal <i>Order Granting Fifth and Final Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP</i> . Fee Amount \$298 filed by Interested Party NexPoint Real Estate Advisors, L.P. (RE: related document(s) 3047 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)) (Attachments: # 1 Service List) (Whitaker, Sheniqua)

12/10/2021	<p>● 3095 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)3077 Notice of appeal <i>Order Granting Fifth and Final Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP</i>. Fee Amount \$298 filed by Interested Party NexPoint Real Estate Advisors, L.P. (RE: related document(s)3047 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)) (Whitaker, Sheniqua)</p>
12/10/2021	<p>● 3096 (37 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-03086-K. (RE: related document(s)3077 Notice of appeal <i>Order Granting Fifth and Final Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP</i>. Fee Amount \$298 filed by Interested Party NexPoint Real Estate Advisors, L.P. (RE: related document(s)3047 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)) (Whitaker, Sheniqua)</p>
12/10/2021	<p>● 3097 (10 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s)3078 Notice of appeal <i>Order Granting Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dore LLP</i>. Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3048 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)) (Attachments: # 1 Service List) (Whitaker, Sheniqua)</p>
12/10/2021	<p>● 3098 INCORRECT ENTRY. Incomplete Form. Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)3078 Notice of appeal <i>Order Granting Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dore LLP</i>. Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3048 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)) (Whitaker, Sheniqua) Modified on 12/10/2021 (Whitaker, Sheniqua).</p>
12/10/2021	<p>● 3099 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)3078 Notice of appeal <i>Order Granting Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dore LLP</i>. Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3048 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)) (Whitaker, Sheniqua)</p>
12/10/2021	<p>● 3100 (39 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-03088-X. (RE: related document(s)3078 Notice of appeal <i>Order Granting Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dore LLP</i>. Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3048 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)) (Whitaker, Sheniqua)</p>
12/10/2021	<p>● 3101 (10 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s)3079 Notice of appeal <i>Order Granting Second Consolidated Monthly and Final Fee Application of Teneo Capital, LLC</i>. Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3056 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)) (Attachments: # 1 Service List) (Whitaker, Sheniqua)</p>
12/10/2021	<p>● 3102 (5 pgs) Agreed first amended scheduling order on Debtor's third omnibus objection to certain no-liability claims (RE: related document(s) 2059 Third Omnibus objection to certain no-liability claims 2976 Amended Supplemental Omnibus Objection to certain employee claims filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 2/16/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2976, Entered on 12/10/2021 (Okafor, Marcey)</p>
12/10/2021	<p>● 3103 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)3079 Notice of appeal <i>Order Granting Second Consolidated Monthly and Final Fee Application of Teneo Capital, LLC</i>. Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P.</p>

	(RE: related document(s) 3056 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)) (Whitaker, Sheniqua)
12/10/2021	3104 (38 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-03094-E. (RE: related document(s) 3079 Notice of appeal of <i>Order Granting Second Consolidated Monthly and Final Fee Application of Teneo Capital, LLC</i> . Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s) 3056 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)) (Whitaker, Sheniqua)
12/10/2021	3106 (4 pgs) Order granting in part, denying in part Highland's supplemental motion to disqualify Wick Phillips Gould & Martin, LLP as counsel to HCRE Partners, LLC (related document # 2196 and 2893) Entered on 12/10/2021. (Okafor, Marcey)
12/10/2021	3107 (10 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s) 3080 Notice of appeal of <i>Order Granting Twenty-First Monthly and Final Fee Application of Sidley Austin LLP</i> . Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s) 3057 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)) (Attachments: # 1 Service List) (Whitaker, Sheniqua)
12/10/2021	3108 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s) 3080 Notice of appeal of <i>Order Granting Twenty-First Monthly and Final Fee Application of Sidley Austin LLP</i> . Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s) 3057 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)) (Whitaker, Sheniqua)
12/10/2021	3109 (39 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-03096-L. (RE: related document(s) 3080 Notice of appeal of <i>Order Granting Twenty-First Monthly and Final Fee Application of Sidley Austin LLP</i> . Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s) 3057 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)) (Whitaker, Sheniqua)
12/10/2021	3110 (11 pgs) Certificate of service re: Notice of Hearing on Reorganized Debtor's Objection to Proof of Claim No. 65 and No. 66 Filed by Paul N. Adkins Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3087 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3086 Objection to claim(s) of Creditor(s) Paul N. Adkins.. Filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G)). Hearing to be held on 1/27/2022 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 3086 , filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
12/10/2021	3111 (11 pgs) Certificate of service re: 1) Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith; and 2) Declaration of John A. Morris in Support of the Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3088 Motion to compromise controversy with Patrick Hagaman Daugherty. (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A) filed by Debtor Highland Capital Management, L.P., 3089 Declaration re: (<i>Declaration of John A. Morris in Support of the Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3088 Motion to compromise controversy with Patrick Hagaman Daugherty. (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith</i>)). (Attachments: # 1 Exhibit 1-- Settlement Agreement) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)

12/10/2021	<p>● 3112 (3 pgs) Certificate of service re: (Supplemental) re Omnibus Notice of Hearing on Final Applications for Compensation and Reimbursement of Expenses of Estate Professionals Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2915 Omnibus Notice of hearing (<i>Omnibus Notice of Hearing on Final Applications for Compensation and Reimbursement of Expenses of Estate Professionals</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2872 Application for compensation (<i>FINAL</i>) for Hunton Andrews Kurth LLP, Special Counsel, Period: 10/16/2019 to 8/11/2021, Fee: \$1,147,059.42, Expenses: \$2,747.84. Filed by Spec. Counsel Hunton Andrews Kurth LLP Objections due by 10/25/2021., 2902 Application for compensation <i>The Twenty-First and Final Fee Application</i> for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 8/11/2021, Fee: \$6,176,551.20, Expenses: \$39,122.91. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 10/29/2021., 2903 Application for compensation <i>Second Consolidated Monthly and Final Fee Application</i> for Teneo Capital, LLC, Other Professional, Period: 4/15/2021 to 8/11/2021, Fee: \$1,358,565.52, Expenses: \$6,257.07. Filed by Other Professional Teneo Capital, LLC Objections due by 10/29/2021., 2904 Application for compensation <i>Twenty-First Monthly and Final Fee Application of Sidley Austin LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 8/11/2021, Fee: \$13,134,805.2, Expenses: \$211,841.25. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 10/29/2021., 2906 Application for compensation <i>Fifth and Final Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from October 19, 2019 through August 10, 2021</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 8/10/2021, Fee: \$23978627.25, Expenses: \$334,232.95. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 10/29/2021., 2907 Application for compensation <i>Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period October 16, 2019 through August 11, 2021</i> for Wilmer Cutler Pickering Hale and Dorr LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$2,645,729.72, Expenses: \$5,207.53. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP Objections due by 10/29/2021., 2908 Application for compensation <i>Third and Final Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from November 15, 2019 through August 10, 2021</i> for Mercer (US) Inc., Consultant, Period: 11/15/2019 to 8/10/2021, Fee: \$202,317.65, Expenses: \$2,449.37. Filed by Consultant Mercer (US) Inc. Objections due by 10/29/2021., 2910 Application for compensation (<i>Hayward PLLC's Final Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through August 11, 2021</i>) for Hayward PLLC, Debtor's Attorney, Period: 12/10/2019 to 8/11/2021, Fee: \$825,629.50, Expenses: \$46,482.92. Filed by Other Professional Hayward PLLC, 2911 Application for compensation (<i>Final Fee Application of Deloitte Tax LLP for Compensation for Services Rendered as Tax Services Provider to the Debtor for the Period from October 16, 2019 through August 11, 2021</i>) for Deloitte Tax LLP, Other Professional, Period: 10/16/2019 to 8/11/2021, Fee: \$553,412.60, Expenses: \$0.00. Filed by Other Professional Deloitte Tax LLP). Hearing to be held on 11/9/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2903 and for 2904 and for 2907 and for 2910 and for 2872 and for 2911 and for 2908 and for 2906 and for 2902, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
12/12/2021	<p>● 3113 (20 pgs) BNC certificate of mailing. (RE: related document(s)3099 Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)3078 Notice of appeal <i>Order Granting Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dore LLP</i>. Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3048 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal))) No. of Notices: 1. Notice Date 12/12/2021. (Admin.)</p>
12/13/2021	<p>● 3115 (11 pgs; 2 docs) INCORRECT ENTRY. Incomplete Form. Certificate of mailing regarding appeal (RE: related document(s)3076 Notice of appeal of <i>Order Granting Twenty-First and Final Fee Application of FTI Consulting, Inc.</i>. Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3058 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit Exh A to Notice of Appeal)) (Attachments: # 1 Service List) (Whitaker, Sheniqua) Modified on 12/13/2021 (Whitaker, Sheniqua).</p>
12/13/2021	<p>● 3116 (35 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s)3076 Notice of appeal of <i>Order Granting Twenty-First and Final Fee Application of FTI Consulting, Inc.</i>. Fee Amount</p>

	<p>\$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3058 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit Exh A to Notice of Appeal)) (Attachments: # 1 Service List) (Whitaker, Sheniqua)</p>
12/13/2021	<p>3117 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)3076 Notice of appeal of <i>Order Granting Twenty-First and Final Fee Application of FTI Consulting, Inc.</i>. Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3058 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit Exh A to Notice of Appeal)) (Whitaker, Sheniqua)</p>
12/13/2021	<p>3118 (35 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-03104-G. (RE: related document(s)3076 Notice of appeal of <i>Order Granting Twenty-First and Final Fee Application of FTI Consulting, Inc.</i>. Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3058 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit Exh A to Notice of Appeal)) (Whitaker, Sheniqua)</p>
12/14/2021	<p>3119 (15 pgs) Certificate of service re: Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim Nos. 182, 184, 185, 187, 192, 214, 215, 242, 245, and 253 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3091 Stipulation by Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust and Scott Ellington, Isaac Leventon, Frank Waterhouse, and Jean-Paul Sevilla ***Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim Nos. 182, 184, 185, 187, 192, 214, 215, 242, 245, and 253. filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (RE: related document(s)1808 Chapter 11 plan). (Attachments: # 1 Proposed Order) filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust). (Kass, Albert)</p>
12/15/2021	<p>3120 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3088 Motion to compromise controversy with Patrick Hagaman Daugherty. (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A)). Hearing to be held on 3/1/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3088, (Annable, Zachery)</p>
12/15/2021	<p>3121 (5 pgs) Notice of hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)3001 Omnibus Objection to claim(s) of Creditor(s) Jean-Paul Sevilla, Scott Ellington, Isaac Leventon, Frank Waterhouse, CLO Holdco, Ltd... Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A)). Hearing to be held on 2/28/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3001, (Montgomery, Paige)</p>
12/16/2021	<p>3122 (19 pgs) Certificate of service re: re 1) Agreed First Amended Scheduling Order on Debtor's Third Omnibus Objection to Certain No-Liability Claims; and 2) Order Granting in Part and Denying in Part Highland's Supplemental Motion to Disqualify Wick Phillips Gould & Martin, LLP as Counsel to HCRE Partners, LLC and for Related Relief Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3102 Agreed first amended scheduling order on Debtor's third omnibus objection to certain no-liability claims (RE: related document(s) 2059 Third Omnibus objection to certain no-liability claims 2976 Amended Supplemental Omnibus Objection to certain employee claims filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 2/16/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2976, Entered on 12/10/2021, 3106 Order granting in part, denying in part Highland's supplemental motion to disqualify Wick Phillips Gould & Martin, LLP as counsel to HCRE Partners, LLC (related document 2196 and 2893) Entered on 12/10/2021.). (Kass, Albert)</p>
12/17/2021	<p>3123 (33 pgs) Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3077 Notice of appeal, 3095 Notice regarding the record for a bankruptcy appeal, 3096 Notice of docketing notice of appeal/record). Appellee designation due by 01/3/2022. (Jain, Kristin)</p>

12/17/2021	<p>● 3124 (26 pgs) Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3078 Notice of appeal, 3099 Notice regarding the record for a bankruptcy appeal, 3100 Notice of docketing notice of appeal/record). Appellee designation due by 01/3/2022. (Jain, Kristin)</p>
12/17/2021	<p>● 3125 (19 pgs) Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3079 Notice of appeal, 3103 Notice regarding the record for a bankruptcy appeal, 3104 Notice of docketing notice of appeal/record). Appellee designation due by 01/3/2022. (Jain, Kristin)</p>
12/17/2021	<p>● 3126 (32 pgs) Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3080 Notice of appeal, 3108 Notice regarding the record for a bankruptcy appeal, 3109 Notice of docketing notice of appeal/record). Appellee designation due by 01/3/2022. (Jain, Kristin)</p>
12/17/2021	<p>● 3127 (30 pgs) Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3076 Notice of appeal, 3117 Notice regarding the record for a bankruptcy appeal, 3118 Notice of docketing notice of appeal/record). Appellee designation due by 01/3/2022. (Jain, Kristin)</p>
12/20/2021	<p>● 3128 (12 pgs) Motion for 2004 examination of Thomas Surgent. Filed by Creditor The Dugaboy Investment Trust (Draper, Douglas)</p>
12/20/2021	<p>● 3129 (1 pg) Request for Removal from Mailing List filed by Creditor Carpenter Lipps & Leland LLP . (Tello, Chris)</p>
12/20/2021	<p>● 3130 (11 pgs) Certificate of service re: Notice of Hearing on Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3120 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3088 Motion to compromise controversy with Patrick Hagaman Daugherty. (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A)). Hearing to be held on 3/1/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3088, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
12/21/2021	<p>● 3131 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broadus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahar Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School Filed by Debtor Highland Capital Management, L.P and 2976 AmendedSupplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broadus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahar Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School; CPCM, LLC; NexPoint Advisors, L.P.. Filed by Debtor Highland Capital Management, L.P. (related document(s)2059 Objection to claim filed by Debtor Highland Capital</p>

	<p>Management, L.P., 2974 Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post, Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahar Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 12/2/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Debtor Highland Capital Management, L.P.). (Attachments: # 1 Appendix A # 2 Appendix B # 3 Exhibit A # 4 Exhibit B # 5 Exhibit C) (Annable, Zachery). Modified on 11/3/2021.). Hearing to be held on 2/16/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2976 and 2059, (Annable, Zachery). MODIFIED linkage on 12/21/2021 (Okafor, Marcey).</p>
12/21/2021	<p>3133 (4 pgs; 2 docs) Notice of hearing filed by Creditor The Dugaboy Investment Trust (RE: related document(s)3128 Motion for 2004 examination of Thomas Surgent. Filed by Creditor The Dugaboy Investment Trust). Hearing to be held on 2/1/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3128, (Attachments: # 1 Hearing Instructions) (Draper, Douglas)</p>
12/22/2021	<p>3134 (4 pgs) Response unopposed to (related document(s): 3066 Motion for leave to <i>File Lawsuit</i> filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
12/22/2021	<p>3135 (5 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3088 Motion to compromise controversy with Patrick Hagaman Daugherty. (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A)). Hearing to be held on 3/1/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3088, (Annable, Zachery)</p>
12/27/2021	<p>3136 (14 pgs) Certificate of service re: Notice of Hearing Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3131 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahar Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School; CPCM, LLC; NexPoint Advisors, L.P.. Filed by Debtor Highland Capital Management, L.P. and 2976 Amended Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post, Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahar Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School; CPCM, LLC; NexPoint Advisors, L.P.. Filed by Debtor Highland Capital Management, L.P. (related document(s)2059 Objection to claim filed by Debtor Highland Capital Management, L.P., 2974 Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post, Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahar Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto</p>

	<p>Rios, Mariana Navejas, Joyce Lutz, Austin Cotton, Lauren Baker, Phoebe Stewart, Blair Koeber, Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 12/2/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Debtor Highland Capital Management, L.P.). (Attachments: # 1 Appendix A # 2 Appendix B # 3 Exhibit A # 4 Exhibit B # 5 Exhibit C) (Annable, Zachery). Modified on 11/3/2021.). Hearing to be held on 2/16/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2976 and 2059, (Annable, Zachery). MODIFIED linkage on 12/21/2021. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
12/28/2021	<p>3137 (1 pg) Clerk's correspondence requesting a notice of hearing from attorney for creditor. (RE: related document(s)3011 Motion to stay pending appeal <i>Amended</i> (related documents 1943 Order confirming chapter 11 plan) Filed by Creditor CLO Holdco, Ltd., Interested Parties CLO Holdco, Ltd., Charitable DAF Fund, LP (Attachments: # 1 Exhibit A-Motion to Withdraw Reference)) Responses due by 1/11/2022. (Ecker, C.)</p>
12/28/2021	<p>3138 (1 pg) Clerk's correspondence requesting amended designation from attorney for appellant. (RE: related document(s)3124 Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3078 Notice of appeal, 3099 Notice regarding the record for a bankruptcy appeal, 3100 Notice of docketing notice of appeal/record). Appellee designation due by 01/3/2022., 3125 Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3079 Notice of appeal, 3103 Notice regarding the record for a bankruptcy appeal, 3104 Notice of docketing notice of appeal/record). Appellee designation due by 01/3/2022., 3126 Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3080 Notice of appeal, 3108 Notice regarding the record for a bankruptcy appeal, 3109 Notice of docketing notice of appeal/record). Appellee designation due by 01/3/2022., 3127 Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3076 Notice of appeal, 3117 Notice regarding the record for a bankruptcy appeal, 3118 Notice of docketing notice of appeal/record). Appellee designation due by 01/3/2022.) Responses due by 1/27/2022. (Blanco, J.)</p>
12/28/2021	<p>3139 (16 pgs) Certificate of service re: 1) Reorganized Debtors (I) Response to Motion for Leave to File Lawsuit and (II) Reservation of Rights; and 2) Amended Notice of Hearing on Reorganized Debtors Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3134 Response unopposed to (related document(s): 3066 Motion for leave to <i>File Lawsuit</i> filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3135 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3088 Motion to compromise controversy with Patrick Hagaman Daugherty. (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A)). Hearing to be held on 3/1/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3088, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
12/29/2021	<p>3140 (4 pgs) Notice <i>Regarding Response to Clerk's Correspondence of December 28, 2021</i> filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3138 Clerk's correspondence requesting amended designation from attorney for appellant. (RE: related document(s)3124 Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3078 Notice of appeal, 3099 Notice regarding the record for a bankruptcy appeal, 3100 Notice of docketing notice of appeal/record). Appellee designation due by 01/3/2022., 3125 Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3079 Notice of appeal, 3103 Notice regarding the record for a bankruptcy appeal, 3104 Notice of docketing notice of appeal/record). Appellee designation due by 01/3/2022., 3126 Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3080 Notice of appeal, 3108 Notice regarding the record for a bankruptcy appeal, 3109 Notice of docketing notice of appeal/record). Appellee designation due by 01/3/2022., 3127 Appellant designation of contents for inclusion in record on appeal and statement of</p>

	<p>issues on appeal. filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3076 Notice of appeal, 3117 Notice regarding the record for a bankruptcy appeal, 3118 Notice of docketing notice of appeal(record). Appellee designation due by 01/3/2022.) Responses due by 1/27/2022. (Blanco, J.)). (Jain, Kristin)</p>
12/30/2021	<p>3141 (1 pg) Order granting 2889 motion to strike document. (re: document 2852 Application for compensation) Entered on 12/30/2021. (Okafor, Marcey)</p>
12/30/2021	<p>3142 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2940 Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) (related document(s):2857) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A)). Hearing to be held on 2/28/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2940, (Annable, Zachery)</p>
12/31/2021	<p>3143 (11 pgs) Certificate of service re: Notice of Hearing on Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3142 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2940 Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) (related document(s):2857) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A)). Hearing to be held on 2/28/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2940, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/01/2022	<p>3144 (19 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)3141 Order granting 2889 motion to strike document. (re: document 2852 Application for compensation) Entered on 12/30/2021.) No. of Notices: 1. Notice Date 01/01/2022. (Admin.)</p>
01/03/2022	<p>3145 (11 pgs) Motion to extend time to object to claims Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
01/03/2022	<p>3146 (1 pg) Assignment/Transfer of Claim. Fee Amount \$26. Transfer Agreement 3001 (e) 2 Transferors: Hunter Covitz (Claim No. 186) To NexPoint Advisors, L.P.. Filed by Interested Party NexPoint Advisors, L.P.. (Vasek, Julian)</p>
01/03/2022	<p>3147 (3 pgs) Response opposed to (related document(s): 3002 Objection to claim filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust) filed by Interested Party NexPoint Advisors, L.P.. (Vasek, Julian) Filed by Interested Party NexPoint Advisors, L.P. (related document(s)3002 Objection to claim(s) of Creditor(s) Hunter Covitz.. Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E) filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust). (Vasek, Julian)</p>
01/03/2022	<p>Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trelmagt] (26.00). Receipt number A29228864, amount \$ 26.00 (re: Doc# 3146). (U.S. Treasury)</p>
01/03/2022	<p>3148 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3145 Motion to extend time to object to claims Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 1/27/2022 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 3145, (Annable, Zachery)</p>
01/03/2022	<p>3149 (9 pgs) Appellee designation of contents for inclusion in record of appeal <i>Supplemental Designation of Record on Appeal</i> filed by Creditor Sidley Austin LLP (RE: related document(s)3076 Notice of appeal, 3077 Notice of appeal, 3078 Notice of appeal, 3079 Notice of appeal, 3080 Notice of</p>

	<p>appeal, 3095 Notice regarding the record for a bankruptcy appeal, 3096 Notice of docketing notice of appeal/record, 3099 Notice regarding the record for a bankruptcy appeal, 3100 Notice of docketing notice of appeal/record, 3103 Notice regarding the record for a bankruptcy appeal, 3104 Notice of docketing notice of appeal/record, 3108 Notice regarding the record for a bankruptcy appeal, 3109 Notice of docketing notice of appeal/record, 3117 Notice regarding the record for a bankruptcy appeal, 3118 Notice of docketing notice of appeal/record). (Hoffman, Juliana)</p>
01/03/2022	<p>3150 (9 pgs) Appellee designation of contents for inclusion in record of appeal <i>Supplemental Designation of Record on Appeal</i> filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)3076 Notice of appeal). (Hoffman, Juliana)</p>
01/03/2022	<p>3151 (9 pgs) Appellee designation of contents for inclusion in record of appeal <i>Supplemental Designation of Record</i> filed by Other Professional Teneo Capital, LLC (RE: related document(s)3078 Notice of appeal). (Hoffman, Juliana)</p>
01/03/2022	<p>3152 (8 pgs) Withdrawal of claim(s): <i>Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim Nos. 135, 137 and 139</i> Filed by Interested Party Mark Okada. (Glueckstein, Brian)</p>
01/03/2022	<p>3153 (7 pgs) Appellee designation of contents for inclusion in record of appeal filed by Attorney Pachulski Stang Ziehl & Jones LLP (RE: related document(s)3077 Notice of appeal). (Annable, Zachery)</p>
01/03/2022	<p>3154 (7 pgs) Appellee designation of contents for inclusion in record of appeal filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP (RE: related document(s)3078 Notice of appeal). (Annable, Zachery)</p>
01/04/2022	<p>3155 (2 pgs) Notice to take deposition of Jim Seery filed by Interested Party CPCM, LLC. (Smith, Frances)</p>
01/04/2022	<p>3156 (7 pgs) Notice to take deposition of CPCM, LLC filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
01/05/2022	<p>3157 (3 pgs) Notice to take deposition of Frank Waterhouse filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
01/05/2022	<p>3158 (3 pgs) Notice to take deposition of Frank Waterhouse filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
01/05/2022	<p>3159 (5 pgs; 2 docs) Motion to appear pro hac vice for Jeffrey M. Dine. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Certificate of Good Standing) (Hayward, Melissa)</p>
01/05/2022	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number A29235722, amount \$ 100.00 (re: Doc# 3159). (U.S. Treasury)</p>
01/06/2022	<p>3160 (4 pgs) Stipulation by Highland Capital Management, L.P. and NexPoint Advisors, L.P.. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2044 Assignment/Transfer of claim (Claims Agent), 2045 Assignment/Transfer of claim (Claims Agent), 2046 Assignment/Transfer of claim (Claims Agent), 2047 Assignment/Transfer of claim (Claims Agent), 2059 Objection to claim, 2266 Assignment/Transfer of claim (Claims Agent), 2974 Objection to claim, 2976 Objection to claim). (Annable, Zachery)</p>
01/06/2022	<p>3161 (34 pgs) Certificate of service re: Documents Served on January 3, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3145 Motion to extend time to object to claims Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.,</p>








	<p>3148 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3145 Motion to extend time to object to claims Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 1/27/2022 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 3145, filed by Debtor Highland Capital Management, L.P., 3149 Appellee designation of contents for inclusion in record of appeal <i>Supplemental Designation of Record on Appeal</i> filed by Creditor Sidley Austin LLP (RE: related document(s) 3076 Notice of appeal, 3077 Notice of appeal, 3078 Notice of appeal, 3079 Notice of appeal, 3080 Notice of appeal, 3095 Notice regarding the record for a bankruptcy appeal, 3096 Notice of docketing notice of appeal/record, 3099 Notice regarding the record for a bankruptcy appeal, 3100 Notice of docketing notice of appeal/record, 3103 Notice regarding the record for a bankruptcy appeal, 3104 Notice of docketing notice of appeal/record, 3108 Notice regarding the record for a bankruptcy appeal, 3109 Notice of docketing notice of appeal/record, 3117 Notice regarding the record for a bankruptcy appeal, 3118 Notice of docketing notice of appeal/record). filed by Creditor Sidley Austin LLP, 3150 Appellee designation of contents for inclusion in record of appeal <i>Supplemental Designation of Record on Appeal</i> filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s) 3076 Notice of appeal). filed by Financial Advisor FTI Consulting, Inc., 3151 Appellee designation of contents for inclusion in record of appeal <i>Supplemental Designation of Record</i> filed by Other Professional Teneo Capital, LLC (RE: related document(s) 3078 Notice of appeal). filed by Other Professional Teneo Capital, LLC, 3153 Appellee designation of contents for inclusion in record of appeal filed by Attorney Pachulski Stang Ziehl & Jones LLP (RE: related document(s) 3077 Notice of appeal). filed by Attorney Pachulski Stang Ziehl & Jones LLP, 3154 Appellee designation of contents for inclusion in record of appeal filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP (RE: related document(s) 3078 Notice of appeal). filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP). (Kass, Albert)</p>
01/06/2022	<p>3162 (11 pgs) Certificate of service re: Highland's Notice of Rule 30(b)(6) Deposition to CPCM, LLC Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3156 Notice to take deposition of CPCM, LLC filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/07/2022	<p>3163 (7 pgs) Order authorizing withdrawal of proofs of claim nos. 135, 137 and 139 (RE: related document(s) 3152 Withdrawal of claim filed by Interested Party Mark Okada). Entered on 1/7/2022 (Bradden, T.)</p>
01/07/2022	<p>3164 (8 pgs) Order approving stipulation and agreed order authorizing withdrawal of proofs of claim nos. 182, 184, 185, 187, 192, 214, 215, 242, 245 and 253 (RE: related document(s) 3091 Stipulation filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust). Entered on 1/7/2022 (Bradden, T.)</p>
01/07/2022	<p>3165 (1 pg) Order granting motion to appear pro hac vice adding Jeffrey M. Dine for Highland Capital Management, L.P. (related document # 3159) Entered on 1/7/2022. (Bradden, T.)</p>
01/07/2022	<p>3166 (7 pgs) Order Approving Stipulation and Agreed Order Authorizing Withdrawal of Claims Transferred to Nexpoint Advisors, L.P. (RE: related document(s) 3160 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 1/7/2022 (Dugan, Sue)</p>
01/07/2022	<p>3167 (8 pgs) Reply to (related document(s): 3147 Response to objection to claim filed by Interested Party NexPoint Advisors, L.P.) filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. (Montgomery, Paige)</p>
01/07/2022	<p>3168 (11 pgs) Certificate of service re: Highland's Amended Notice of Deposition to Frank Waterhouse Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3158 Notice to take deposition of Frank Waterhouse filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/08/2022	<p>3169 (7 pgs) Subpoena on Frank Waterhouse filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>

01/09/2022	<p>● 3170 (25 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)3163 Order authorizing withdrawal of proofs of claim nos. 135, 137 and 139 (RE: related document(s)3152 Withdrawal of claim filed by Interested Party Mark Okada). Entered on 1/7/2022 (Bradden, T.)) No. of Notices: 2. Notice Date 01/09/2022. (Admin.)</p>
01/09/2022	<p>● 3171 (26 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)3164 Order approving stipulation and agreed order authorizing withdrawal of proofs of claim nos. 182, 184, 185, 187, 192, 214, 215, 242, 245 and 253 (RE: related document(s)3091 Stipulation filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust). Entered on 1/7/2022 (Bradden, T.)) No. of Notices: 2. Notice Date 01/09/2022. (Admin.)</p>
01/09/2022	<p>● 3172 (19 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)3165 Order granting motion to appear pro hac vice adding Jeffrey M. Dine for Highland Capital Management, L.P. (related document 3159) Entered on 1/7/2022. (Bradden, T.)) No. of Notices: 2. Notice Date 01/09/2022. (Admin.)</p>
01/10/2022	<p>● 3173 (4 pgs; 2 docs) Motion to extend time to Engage Substitute Counsel (RE: related document(s)3106 Order on motion to compel) Filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (Attachments: # 1 Proposed Order) (Drawhorn, Lauren)</p>
01/11/2022	<p>● 3174 (1 pg) Order granting 3173 Agreed Motion to Continue Deadline Engage Substitute Counsel Entered on 1/11/2022. (Okafor, Marcey)</p>
01/11/2022	<p>● 3175 (11 pgs) Certificate of service re: Stipulation and Agreed Order Authorizing Withdrawal of Claims Transferred to NexPoint Advisors, L.P. Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3160 Stipulation by Highland Capital Management, L.P. and NexPoint Advisors, L.P. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2044 Assignment/Transfer of claim (Claims Agent), 2045 Assignment/Transfer of claim (Claims Agent), 2046 Assignment/Transfer of claim (Claims Agent), 2047 Assignment/Transfer of claim (Claims Agent), 2059 Objection to claim, 2266 Assignment/Transfer of claim (Claims Agent), 2974 Objection to claim, 2976 Objection to claim). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/11/2022	<p>● 3176 (5 pgs) Certificate of service re: Reorganized Debtor's Notice of Service of a Subpoena to Frank Waterhouse in Connection with Amended Motion to Disallow Claim Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3169 Subpoena on Frank Waterhouse filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/11/2022	<p>● 3177 (17 pgs) Response opposed to (related document(s): 3001 Objection to claim filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust) <i>and Motion to Ratify Second Amendment to Proof of Claim</i> filed by Creditor CLO Holdco, Ltd.. (Phillips, Louis)</p>
01/11/2022	<p>● 3178 (17 pgs) Motion to ratify second amended proof of claim No. 198 by CLO Holdco, Ltd. . (RE: related document(s)3001 Omnibus Objection to claim(s) of Creditor(s) Jean-Paul Sevilla, Scott Ellington, Isaac Leventon, Frank Waterhouse, CLO Holdco, Ltd... Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A)) (Ecker, C.) (Entered: 01/12/2022)</p>
01/11/2022	<p>● 3266 (2 pgs) DISTRICT COURT ORDER CONSOLIDATING CASES: Member case(s) 3:21-CV-3088, 3:21-CV-3094, 3:21-CV-3096, 3:21-CV-3104 consolidated with lead case 3:21-CV-3086-K. Wilmer Cutler Pickering Hale and Dorr LLP, Teneo Capital LLC, Sidley Austin LLP and FTI Consulting Inc, added to case pursuant to consolidation. (Ordered by Judge Ed Kinkeade on 1/11/2022) (RE: related document(s)3076 Notice of appeal filed by Interested Party NexPoint Advisors, L.P., 3077 Notice of appeal filed by Interested Party NexPoint Real Estate Advisors, L.P., 3078 Notice of appeal filed by Interested Party NexPoint Advisors, L.P., 3079 Notice of appeal filed by Interested Party NexPoint</p>

	Advisors, L.P., 3086 Notice of appeal filed by Interested Party NexPoint Advisors, L.P. Entered on 1/11/2022 (Whitaker, Sheniqua) (Entered: 02/25/2022)
01/11/2022	<p>3374 (2 pgs) DISTRICT COURT ORDER CONSOLIDATING CASES: Member case(s) 3:21-CV-3088, 3:21-CV-3094, 3:21-CV-3096, 3:21-CV-3104 consolidated with lead case 3:21-CV-3086-K. Wilmer Cutler Pickering Hale and Dorr LLP, Teneo Capital LLC, Sidley Austin LLP and FTI Consulting Inc, added to case pursuant to consolidation. (Ordered by Judge Ed Kinkeade on 1/11/2022) (RE: related document(s)3096 Notice of docketing notice of appeal/record, 3100 Notice of docketing notice of appeal/record, 3104 Notice of docketing notice of appeal/record, 3109 Notice of docketing notice of appeal/record, 3118 Notice of docketing notice of appeal/record). Entered on 1/11/2022 (Whitaker, Sheniqua) (Entered: 06/23/2022)</p>
01/12/2022	<p>3179 (24 pgs) Certificate of service re: 1) Order Authorizing Withdrawal of Proofs of Claim Nos. 135, 137 and 139; 2) Order Approving Stipulation and Agreed Order Authorizing Withdrawal of Proofs of Claim Nos. 182, 184, 185, 187, 192, 214, 215, 242, 245, and 253; and 3) Order Approving Stipulation and Agreed Order Authorizing Withdrawal of Claims Transferred to NexPoint Advisors, L.P. Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3163 Order authorizing withdrawal of proofs of claim nos. 135, 137 and 139 (RE: related document(s)3152 Withdrawal of claim filed by Interested Party Mark Okada). Entered on 1/7/2022 (Bradden, T.), 3164 Order approving stipulation and agreed order authorizing withdrawal of proofs of claim nos. 182, 184, 185, 187, 192, 214, 215, 242, 245 and 253 (RE: related document(s)3091 Stipulation filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust). Entered on 1/7/2022 (Bradden, T.), 3166 Order Approving Stipulation and Agreed Order Authorizing Withdrawal of Claims Transferred to Nexpoint Advisors, L.P. (RE: related document(s)3160 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 1/7/2022). (Kass, Albert)</p>
01/13/2022	<p>3180 (2 pgs) Order sustaining Litigation Trustee's objection to claim of Hunter Covitz (RE: related document(s)3002 Objection to claim filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust). Entered on 1/13/2022 (Okafor, Marcey)</p>
01/14/2022	<p>3181 (3 pgs) Notice of Appearance and Request for Notice by Charles W. Gameros Jr. filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. (Gameros, Charles)</p>
01/14/2022	<p>3182 (29 pgs) Witness and Exhibit List (unsigned) filed by Creditor Paul N. Adkins (RE: related document(s)3086 Objection to claim). (Whitaker, Sheniqua)</p>
01/14/2022	<p>3183 (3 pgs) Certificate of service re: (Supplemental) re Agreed First Amended Scheduling Order on Debtor's Third Omnibus Objection to Certain No-Liability Claims Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3102 Agreed first amended scheduling order on Debtor's third omnibus objection to certain no-liability claims (RE: related document(s) 2059 Third Omnibus objection to certain no-liability claims 2976 Amended Supplemental Omnibus Objection to certain employee claims filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 2/16/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2976, Entered on 12/10/2021). (Kass, Albert)</p>
01/17/2022	<p>3184 (6 pgs) Response opposed to (related document(s): 3128 Motion for 2004 examination of Thomas Surgent. filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
01/18/2022	<p>3185 (117 pgs; 3 docs) Adversary case 22-03003. Complaint by Scott Byron Ellington against Patrick Daugherty. Fee Amount \$350 (Attachments: # 1 Appendix to Notice of Removal # 2 Adversary Proceeding Cover Sheet). Nature(s) of suit: 01 (Determination of removed claim or cause). (Brookner, Jason)</p>
01/18/2022	<p>3186 (11 pgs) Certificate of service re: Order Sustaining the Litigation Trustee's Objection to Proof of Claim Filed by Hunter Covitz (Claim No. 186) Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3180 Order sustaining Litigation Trustee's objection to claim of Hunter Covitz (RE:</p>

	related document(s) 3002 Objection to claim filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust). Entered on 1/13/2022). (Kass, Albert)
01/18/2022	3187 (71 pgs) Amended appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. <i>Consolidated Designation of Items to be Included in the Record on Appeal and Statement of Issues to be Presented</i> filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s) 3123 Appellant designation, 3124 Appellant designation, 3125 Appellant designation, 3126 Appellant designation, 3127 Appellant designation). (Jain, Kristin)
01/19/2022	3188 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s) 3066 Motion for leave to <i>File Lawsuit</i> Filed by Creditor The Dugaboy Investment Trust Objections due by 12/22/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C)) Responses due by 1/26/2022. (Ecker, C.)
01/19/2022	3189 (11 pgs) Certificate of service re: Reorganized Debtors Objection to Motion to Produce Documents and to Sit for a Rule 2004 Examination Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3184 Response opposed to (related document(s): 3128 Motion for 2004 examination of Thomas Surgent. filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
01/21/2022	3190 (9 pgs; 2 docs) Stipulation by James Dondero and Marc S. Kirschner, Litigation Trustee. filed by Interested Party James Dondero (RE: related document(s) 1808 Chapter 11 plan). (Attachments: # 1 Proposed Order) (Assink, Bryan)
01/24/2022	3191 (12 pgs; 2 docs) Motion to quash (related documents 2940 Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) (related document(s): 2857) filed by Debtor Highland Capital Management, L.P., 3169 Subpoena filed by Debtor Highland Capital Management, L.P.) Filed by Interested Party CPCM, LLC (Attachments: # 1 Proposed Order) (Smith, Frances)
01/24/2022	3192 (15 pgs; 3 docs) Amended Motion to quash (related documents 3191 Motion to quash (related documents 2940 Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) (related document(s): 2857) filed b filed by Interested Party CPCM, LLC) Filed by Interested Party CPCM, LLC (Attachments: # 1 Exhibit A # 2 Proposed Order) (Smith, Frances)
01/25/2022	3193 (82 pgs; 12 docs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3086 Objection to claim). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11) (Annable, Zachery)
01/25/2022	3194 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3145 Motion to extend time to object to claims). (Annable, Zachery)
01/25/2022	3195 (10 pgs) Amended appellee designation of contents for inclusion in record of appeal (<i>Appellees' Consolidated Supplemental Designation of Record on Appeal</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3149 Appellee designation, 3150 Appellee designation, 3151 Appellee designation, 3153 Appellee designation, 3154 Appellee designation). (Annable, Zachery)
01/26/2022	3196 (5 pgs; 2 docs) Notice of appeal . Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s) 3180 Order regarding objection). Appellant Designation due by 02/9/2022. (Attachments: # 1 Exhibit A)(Vasek, Julian)
01/26/2022	Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number A29283544, amount \$ 298.00 (re: Doc# 3196). (U.S. Treasury)

01/26/2022	<p>● 3197 (16 pgs) Certificate of service re: 1) Highland Capital Management, L.P.'s Witness and Exhibit List with Respect to Evidentiary Hearing to be Held on January 27, 2022; and 2) Appellees' Consolidated Supplemental Designation of Record on Appeal Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3193 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3086 Objection to claim). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11) filed by Debtor Highland Capital Management, L.P., 3195 Amended appellee designation of contents for inclusion in record of appeal (<i>Appellees' Consolidated Supplemental Designation of Record on Appeal</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3149 Appellee designation, 3150 Appellee designation, 3151 Appellee designation, 3153 Appellee designation, 3154 Appellee designation). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/27/2022	<p>● Adversary case 3:21-ap-3051 closed (Ecker, C.)</p>
01/27/2022	<p>● 3198 (2 pgs) Order granting 3145 Joint Motion extending the claims objection deadline pursuant to confirmed Chapter 11 Plan by which Debtor may object to claims Entered on 1/27/2022. (Okafor, Marcey)</p>
01/27/2022	<p>● 3199 (13 pgs) Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3085 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
01/27/2022	<p>● 3200 (9 pgs; 2 docs) Amended Chapter 11 Post-Confirmation Report for the Quarter Ending: 09/30/2021 filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2949 Chapter 11 Post-Confirmation Report, 3004 Chapter 11 Post-Confirmation Report). (Attachments: # 1 Global Notes to Amended Post-Confirmation Report) (Annable, Zachery)</p>
01/27/2022	<p>● 3201 (8 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 12/31/2021 filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)</p>
01/27/2022	<p>● 3202 (7 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 12/31/2021 filed by Other Professional Highland Claimant Trust. (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)</p>
01/27/2022	<p>● 3203 (397 pgs; 23 docs) Witness and Exhibit List <i>for Hearing on Motion to Produce Documents & to Sit for a Rule 2004 Examination</i> filed by Creditor The Dugaboy Investment Trust (RE: related document(s)3128 Motion for 2004 examination of Thomas Surgent.). (Attachments: # 1 Exhibit 1 # 2 Exhibit 3A # 3 Exhibit 3B # 4 Exhibit 3C # 5 Exhibit 4 # 6 Exhibit 5 # 7 Exhibit 6 # 8 Exhibit 7 # 9 Exhibit 8 # 10 Exhibit 9 # 11 Exhibit 10 # 12 Exhibit 11 # 13 Exhibit 12 # 14 Exhibit 13 # 15 Exhibit 14 # 16 Exhibit 15 # 17 Exhibit 16 # 18 Exhibit 17 # 19 Exhibit 18 # 20 Exhibit 19 # 21 Exhibit 20 # 22 Exhibit 2 A-E) (Draper, Douglas)</p>
01/27/2022	<p>● 3204 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3199 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3085 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 3/1/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3199, (Annable, Zachery)</p>
01/27/2022	<p>● 3205 (92 pgs; 6 docs) Response opposed to (related document(s): 2059 Objection to claim filed by Debtor Highland Capital Management, L.P., 2976 Objection to claim filed by Debtor Highland Capital Management, L.P.) <i>CPCM's Response to Debtor's Third Omnibus Objection</i> filed by Interested Party CPCM, LLC. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E) (Soderlund, Eric) Filed by Interested Party CPCM, LLC (related document(s)2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley;</p>

	<p>William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 4/20/2021. filed by Debtor Highland Capital Management, L.P., 2976 Amended Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School; CPCMC, LLC; NexPoint Advisors, L.P.. Filed by Debtor Highland Capital Management, L.P. (related document(s)2059 Objection to claim filed by Debtor Highland Capital Management, L.P., 2974 Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post, Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 12/2/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Debtor Highland Capital Management, L.P.). (Attachments: # 1 Appendix A # 2 Appendix B # 3 Exhibit A # 4 Exhibit B # 5 Exhibit C) (Annable, Zachery). Modified on 11/3/2021. filed by Debtor Highland Capital Management, L.P.). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E) (Soderlund, Eric)</p>
01/27/2022	<p> 3206 (17 pgs; 6 docs) Amended Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3193 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 12 # 2 Exhibit 13 # 3 Exhibit 14 # 4 Exhibit 15 # 5 Exhibit 16) (Annable, Zachery)</p>
01/27/2022	<p> 3208 Hearing held on 1/27/2022. (RE: related document(s)3086 Objection to claim(s) of Creditor(s) Paul N. Adkins, filed by Debtor Highland Capital Management, L.P., (Appearances: G. Demo, J. Morris, and Z. Annabel for Reorganized Debtor; P. Adkins, pro se. Evidentiary hearing. Objection sustained. Counsel to upload order.) (Edmond, Michael) (Entered: 01/28/2022)</p>
01/27/2022	<p> 3224 (1 pg) Court admitted exhibits date of hearing January 27, 2022 (RE: related document(s)3086 Objection to claim(s) of Creditor(s) Paul N. Adkins, filed by Debtor Highland Capital Management, L.P., (COURT ADMITTED DEBTOR'S EXHIBITS #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15 & #16 BY JOHN MORRIS & ADKINS EXHIBITS #A, #B, #C, #D, #E, #F, #G, #H, #I & #J BY PAUL N. ADKINS) (Edmond, Michael) (Entered: 02/08/2022)</p>
01/28/2022	<p> 3207 (1 pg) Request for transcript regarding a hearing held on 1/27/2022. The requested turn-around time is hourly. (Edmond, Michael)</p>
01/28/2022	<p>  3209 (1 pg) PDF with attached Audio File. Court Date & Time [01/27/2022 02:39:06 PM]. File Size [19203 KB]. Run Time [01:22:03]. (admin).</p>
01/28/2022	<p> 3261 (8 pgs) DISTRICT COURT OPINION. This appeal is DISMISSED in part, and the bankruptcy court's July 21, 2021 order approving the debtor's motion for entry of an order (I) authorizing the (A) creation of an indemnity subtrust and (B) entry into an indemnity trust agreement and (II) granting related relief is AFFIRMED. (Ordered by Senior Judge Sidney A Fitzwater on 1/28/2022. Civil Action number:3:21-cv-01895-D, DISMISSED in PART and AFFIRMED in part (RE: related document(s)2599 Order on motion for leave). Entered on 1/28/2022 (Whitaker, Sheniqua) (Entered: 02/25/2022)</p>

01/28/2022	<p>● 3262 (2 pgs) DISTRICT COURT JUDGMENT: This appeal is DISMISSED in part, and the bankruptcy court's 7/21/2021 Order Approving Debtor's Motion for Entry of an Order (I) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (II) Granting Related Relief is AFFIRMED. Civil Action number:3:21-cv-01895-D, DISMISSED in part and AFFIRMED in part (RE: related document(s)2599 Order on motion for leave). Entered on 2/25/2022 (Whitaker, Sheniqua) (Entered: 02/25/2022)</p>
01/30/2022	<p>● 3210 (60 pgs) Transcript regarding Hearing Held 01/27/2022 (60 pages) RE: Objections to Claims 65 and 66 of Paul N. Adkins 3086. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 05/2/2022. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 3208 Hearing held on 1/27/2022. (RE: related document(s)3086 Objection to claim(s) of Creditor(s) Paul N. Adkins, filed by Debtor Highland Capital Management, L.P., (Appearances: G. Demo, J. Morris, and Z. Annabel for Reorganized Debtor; P. Adkins, pro se. Evidentiary hearing. Objection sustained. Counsel to upload order.)). Transcript to be made available to the public on 05/2/2022. (Rehling, Kathy)</p>
01/31/2022	<p>● 3211 (4 pgs) Subpoena on Alexander McGeoch filed by Creditor The Dugaboy Investment Trust. (Draper, Douglas)</p>
01/31/2022	<p>● 3212 (4 pgs) Subpoena on Mark Patrick filed by Creditor The Dugaboy Investment Trust. (Draper, Douglas)</p>
01/31/2022	<p>● 3213 (4 pgs) Notice of hearing filed by Interested Party CPCMC, LLC (RE: related document(s)3192 Amended Motion to quash (related documents 3191 Motion to quash (related documents 2940 Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) (related document(s):2857) filed b filed by Interested Party CPCMC, LLC) Filed by Interested Party CPCMC, LLC (Attachments: # 1 Exhibit A # 2 Proposed Order)). Hearing to be held on 2/28/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3192, (Smith, Frances)</p>
01/31/2022	<p>● 3214 (6 pgs) Certificate of service re: Notice of Hearing filed by Interested Party CPCMC, LLC (RE: related document(s)3213 Notice of hearing). (Smith, Frances)</p>
02/01/2022	<p>● 3215 (5 pgs) Stipulation by Highland Capital Management, L.P. and The Dugaboy Investment Trust, Mark S. Kirschner, as Litigation Trustee of the Highland Litigation Sub-Trust, and Thomas Surgent. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3128 Motion for 2004 examination of Thomas Surgent.). (Annable, Zachery)</p>
02/01/2022	<p>● 3216 (2 pgs) Order regarding objection to claim number(s) 65 and 66 filed by Paul N. Adkins (RE: related document(s)3086 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 2/1/2022 (Okafor, Marcey)</p>
02/01/2022	<p>● 3217 Hearing held on 2/1/2022. (RE: related document(s)3128 Motion for 2004 examination of Thomas Surgent, filed by Creditor The Dugaboy Investment Trust) (Appearances: D. Draper for Dugaboy; J. Kroop for Highland. Nonevidentiary hearing. Announcement of agreed order to be uploaded.) (Edmond, Michael)</p>
02/01/2022	<p>● 3218 (6 pgs) Order approving stipulation and agreed order authorizing withdrawal of proofs of claims nos. 141, 142, and 145 (RE: related document(s)3190 Stipulation filed by Interested Party James Dondero). Entered on 2/1/2022 (Okafor, Marcey)</p>
02/01/2022	<p>● 3219 (7 pgs) Order approving stipulation and agreed order authorizing service of a subpoena duces tecum and ad testificandum in the pending adversary proceeding (RE: related document(s)3215 Stipulation</p>

	filed by Debtor Highland Capital Management, L.P.). Entered on 2/1/2022 (Okafor, Marcey)
02/01/2022	<p>3220 (49 pgs; 2 docs) Response opposed to (related document(s): 3178 Motion by CLO Holdco, Ltd.. filed by Creditor CLO Holdco, Ltd., Interested Party CLO Holdco, Ltd.) filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. (Attachments: # 1 Exhibit 1 - Newman Declaration) (Montgomery, Paige)</p>
02/01/2022	<p>3221 (42 pgs) Certificate of service re: Various Documents Served on January 27, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3198 Order granting 3145 Joint Motion extending the claims objection deadline pursuant to confirmed Chapter 11 Plan by which Debtor may object to claims Entered on 1/27/2022., 3199 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3085 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3204 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3199 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3085 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 3/1/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3199, filed by Debtor Highland Capital Management, L.P., 3206 Amended Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3193 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 12 # 2 Exhibit 13 # 3 Exhibit 14 # 4 Exhibit 15 # 5 Exhibit 16) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/04/2022	<p>3222 (16 pgs) Certificate of service re: Various Documents Served on February 1, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3215 Stipulation by Highland Capital Management, L.P. and The Dugaboy Investment Trust, Mark S. Kirschner, as Litigation Trustee of the Highland Litigation Sub-Trust, and Thomas Surgent. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3128 Motion for 2004 examination of Thomas Surgent.). filed by Debtor Highland Capital Management, L.P., 3216 Order regarding objection to claim number(s) 65 and 66 filed by Paul N. Adkins (RE: related document(s)3086 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 2/1/2022, 3219 Order approving stipulation and agreed order authorizing service of a subpoena duces tecum and ad testificandum in the pending adversary proceeding (RE: related document(s)3215 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 2/1/2022). (Kass, Albert)</p>
02/08/2022	<p>3223 (12 pgs) Reply to (related document(s): 3177 Response to objection to claim filed by Creditor CLO Holdco, Ltd., Interested Party CLO Holdco, Ltd., 3220 Response filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust) filed by Creditor CLO Holdco, Ltd.. (Phillips, Louis)</p>
02/08/2022	<p> 3225 (1 pg) PDF with attached Audio File. Court Date & Time [02/01/2022 08:45:14 AM]. File Size [3669 KB]. Run Time [00:15:48]. (admin).</p>
02/08/2022	<p>3226 (2 pgs) Statement of issues on appeal, filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3196 Notice of appeal). (Vasek, Julian)</p>
02/08/2022	<p>3227 (20 pgs; 5 docs) Appellant designation of contents for inclusion in record on appeal filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3196 Notice of appeal). Appellee designation due by 02/22/2022. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D) (Vasek, Julian)</p>
02/09/2022	<p>3228 (30 pgs; 6 docs) Amended appellant designation of contents for inclusion in record on appeal filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3227 Appellant designation). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E)(Vasek, Julian)</p>

02/09/2022	<p>● 3264 (14 pgs) DISTRICT COURT MEMORANDUM OPINION AND ORDER - The Recusal Order is not a final, appealable order, is not subject to the collateral order doctrine, and is not an appealable interlocutory order under § 1292(a) and the Court is without jurisdiction over this appeal of the Bankruptcy Court's Recusal Order. The Court further denies Appellants leave to appeal the Recusal Order under § 1292(b), denies Appellants' request to withdraw the reference of their motion to recuse, and denies Appellants' request to construe their appeal as a petition for writ of mandamus. Accordingly, the Court dismisses this appeal for lack of jurisdiction. (Ordered by Judge Ed Kinkeade on 2/9/2022). Civil Action number:3:21-cv-00879-K, DISMISSED for lack of jurisdiction (RE: related document(s)2083 Order on motion to recuse Judge). Entered on 2/9/2022 (Whitaker, Sheniqua) Modified on 2/25/2022 (Whitaker, Sheniqua). (Entered: 02/25/2022)</p>
02/10/2022	<p>● 3230 (29 pgs; 2 docs) Reply to (related document(s): 3205 Response to objection to claim filed by Interested Party CPCM, LLC) (<i>Highland Capital Management, L.P.'s Reply in Further Support of Debtor's Third Omnibus Objection to Certain No-Liability Claims, as Supplemented</i>) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Appendix A) (Annable, Zachery)</p>
02/10/2022	<p>● 3231 (3 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:22-CV-00335-L. (RE: related document(s)3196 Notice of appeal filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3180 Order regarding objection). (Blanco, J.)</p>
02/10/2022	<p>● 3232 (731 pgs; 17 docs) Declaration re: (<i>Declaration of Gregory V. Demo in Support of Highland Capital Management, L.P.'s Reply in Further Support of Debtor's Third Omnibus Objection to Certain No-Liability Claims, as Supplemented</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3230 Reply). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16) (Annable, Zachery)</p>
02/11/2022	<p>● 3233 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)3196 Notice of appeal filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3180 Order regarding objection). (Blanco, J.)</p>
02/11/2022	<p>● 3234 (6 pgs; 2 docs) Certificate of mailing regarding appeal (RE: related document(s)3196 Notice of appeal filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3180 Order regarding objection). (Blanco, J.)</p>
02/11/2022	<p>● 3236 (14 pgs) Certificate of service re: 1) Highland Capital Management, L.P.'s Reply in Further Support of Debtor's Third Omnibus Objection to Certain No-Liability Claims, as Supplemented; and 2) Declaration of Gregory V. Demo in Support of Highland Capital Management, L.P.'s Reply in Further Support of Debtor's Third Omnibus Objection to Certain No-Liability Claims, as Supplemented Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3230 Reply to (related document(s): 3205 Response to objection to claim filed by Interested Party CPCM, LLC) (<i>Highland Capital Management, L.P.'s Reply in Further Support of Debtor's Third Omnibus Objection to Certain No-Liability Claims, as Supplemented</i>) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Appendix A) filed by Debtor Highland Capital Management, L.P., 3232 Declaration re: (<i>Declaration of Gregory V. Demo in Support of Highland Capital Management, L.P.'s Reply in Further Support of Debtor's Third Omnibus Objection to Certain No-Liability Claims, as Supplemented</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3230 Reply). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/15/2022	<p>● 3237 (4 pgs) Notice of hearing filed by Creditor CLO Holdco, Ltd. (RE: related document(s)3177 Response opposed to (related document(s): 3001 Objection to claim filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust) and <i>Motion to Ratify Second Amendment to Proof of Claim</i> filed by Creditor CLO Holdco, Ltd., 3178 Motion to ratify second amended proof of claim No. 198 by CLO Holdco, Ltd.. (RE: related document(s)3001 Omnibus Objection to claim(s) of Creditor(s) Jean-Paul Sevilla, Scott Ellington, Isaac Leventon, Frank Waterhouse, CLO</p>

	<p>Holdco, Ltd... Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A)) (Ecker, C.). Hearing to be held on 3/10/2022 at 10:30 AM at https://us-courts.webex.com/meet/jerniga for 3178 and for 3177, (Phillips, Louis)</p>
02/15/2022	<p>● 3238 (6 pgs) Stipulation by Highland Capital Management, L.P. and CPCM, LLC, Isaac Leventon, Scott Ellington, and Highgate Consulting, Inc. d/b/a Skyview Group. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2059 Objection to claim, 2976 Objection to claim). (Annable, Zachery)</p>
02/16/2022	<p>● 3239 (10 pgs) Response opposed to (related document(s): 3192 Amended Motion to quash (related documents 3191 Motion to quash (related documents 2940 Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy filed by Interested Party CPCM, LLC</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
02/16/2022	<p>● 3240 Hearing held on 2/16/2022. (RE: related document(s)2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarantha; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School, filed by Debtor Highland Capital Management, L.P.) (Appearances: G. Demo and R. Feinstein for Reorganized Debtor; F. Smith for Claimants. Nonevidentiary announcement of a Stipulation and Agreed Order accepted. Counsel to upload order.) (Edmond, Michael)</p>
02/16/2022	<p>● 3241 Hearing held on 2/16/2022. (RE: related document(s)2976 Amended Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarthna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School; CPCM, LLC; NexPoint Advisors, L.P... Filed by Debtor Highland Capital Management, L.P. (related document(s)2059 Objection to claim filed by Debtor Highland Capital Management, L.P., 2974 Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarthna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School, filed by Debtor Highland Capital Management, L.P. (Appearances: G. Demo and R. Feinstein for Reorganized Debtor; F. Smith for Claimants. Nonevidentiary announcement of a Stipulation and Agreed Order accepted. Counsel to upload order.) (Edmond, Michael)</p>
02/16/2022	<p>● 3242 (8 pgs) Objection to (related document(s): 3088 Motion to compromise controversy with Patrick Hagaman Daugherty. (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P.) filed by Creditor Scott Ellington. (Smith, Frances)</p>
02/16/2022	<p>● 3243 (6 pgs) Certificate of service re: Scott Ellingtons Objection to the Reorganized Debtors Motion for Entry of an Order Approving Settlement with Patrick Daugherty filed by Creditor Scott Ellington (RE:</p>













	related document(s) 3242 Objection). (Smith, Frances)
02/17/2022	<p>● 3244 (10 pgs) Order approving stipulation and agreed order resolving third omnibus objection and certain other claims (RE: related document(s)3238 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 2/17/2022 (Okafor, Marcey). Related document(s) 2868 Application for administrative expenses <i>for rank-and-file employees</i> filed by Interested Party CPCM, LLC. MODIFIED linkage on 7/6/2022 (Ecker, C.).</p>
02/17/2022	<p>● 3245 (14 pgs) Certificate of service re: Stipulation and Agreed Order Resolving Third Omnibus Objection and Certain Other Claims Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3238 Stipulation by Highland Capital Management, L.P. and CPCM, LLC, Isaac Leventon, Scott Ellington, and Highgate Consulting, Inc. d/b/a Skyview Group. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2059 Objection to claim, 2976 Objection to claim). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/18/2022	<p>● 3246 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3199 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3085 Order on motion to extend/shorten time)). (Annable, Zachery)</p>
02/18/2022	<p>● 3247 (3 pgs) Certificate of service re: (Supplemental) re Order Granting Reorganized Debtor's and Claimant Trustee's Joint Motion and Extending the Claims Objection Deadline Pursuant to Confirmed Chapter 11 Plan by Which Debtor May Object to Claims Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3198 Order granting 3145 Joint Motion extending the claims objection deadline pursuant to confirmed Chapter 11 Plan by which Debtor may object to claims Entered on 1/27/2022.). (Kass, Albert)</p>
02/18/2022	<p>● 3248 (11 pgs) Certificate of service re: Reorganized Debtor's Opposition to Motion to Quash Subpoena Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3239 Response opposed to (related document(s): 3192 Amended Motion to quash (related documents 3191 Motion to quash (related documents 2940 Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy</i> filed by Interested Party CPCM, LLC) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/18/2022	<p>● 3249 (14 pgs) Certificate of service re: Order Approving Stipulation and Agreed Order Resolving Third Omnibus Objection and Certain Other Claims Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3244 Order approving stipulation and agreed order resolving third omnibus objection and certain other claims (RE: related document(s)3238 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 2/17/2022). (Kass, Albert)</p>
02/22/2022	<p>● 3250 (10 pgs; 3 docs) Appellee designation of contents for inclusion in record of appeal filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (RE: related document(s)3196 Notice of appeal). (Attachments: # 1 Exhibit A # 2 Exhibit B)(Montgomery, Paige)</p>
02/23/2022	<p>● 3251 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s)3128 Motion for 2004 examination of Thomas Surgent. Filed by Creditor The Dugaboy Investment Trust) Responses due by 3/2/2022. (Ecker, C.)</p>
02/24/2022	<p>● 3252 (14 pgs; 3 docs) Witness and Exhibit List filed by Creditor Frank Waterhouse, Interested Party CPCM, LLC (RE: related document(s)3192 Amended Motion to quash (related documents 3191 Motion to quash (related documents 2940 Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy</i>)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (Smith, Frances)</p>

02/24/2022	<p>● 3253 (6 pgs) Certificate of service re: Frank Waterhouse and CPCM, LLCs Witness & Exhibit List filed by Interested Party CPCM, LLC, Creditor Frank Waterhouse (RE: related document(s)3252 List (witness/exhibit/generic)). (Smith, Frances)</p>
02/24/2022	<p>● 3254 (48 pgs; 2 docs) Witness and Exhibit List filed by Creditor Scott Ellington (RE: related document(s)3088 Motion to compromise controversy with Patrick Hagaman Daugherty. (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith</i>)). (Attachments: # 1 Exhibit 1) (Smith, Frances)</p>
02/24/2022	<p>● 3255 (6 pgs) Certificate of service re: Scott Ellingtons Witness & Exhibit List filed by Creditor Scott Ellington (RE: related document(s)3254 List (witness/exhibit/generic)). (Smith, Frances)</p>
02/24/2022	<p>● 3256 (2 pgs) Order Further Extending Period Within Which The Reorganized Debtor May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (related document #3199. Entered on 2/24/2022. (Okafor, Marcey)</p>
02/24/2022	<p>● 3257 (5 pgs) Reply to (related document(s): 3242 Objection filed by Creditor Scott Ellington) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
02/24/2022	<p>● 3258 (388 pgs; 6 docs) Joinder by <i>Joinder in Reply</i> filed by Creditor Patrick Daugherty (RE: related document(s)3257 Reply). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5) (Brookner, Jason)</p>
02/24/2022	<p>● 3259 (2 pgs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3192 Amended Motion to quash (related documents 3191 Motion to quash (related documents 2940 Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy</i>)). (Annable, Zachery)</p>
02/24/2022	<p>● 3263 (5 pgs) DISTRICT COURT NOTICE OF APPEAL as to 45 Judgment, 44 Memorandum Opinion and Order, to the Fifth Circuit by Highland Capital Management Fund Advisors LP, NexPoint Advisors LP, The Dugaboy Investment Trust. Civil Case 3:21-cv-01895-D (RE: related document(s)2673 Notice of appeal . Fee Amount \$298 filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Creditor The Dugaboy Investment Trust (RE: related document(s)2599 Order on motion for leave). Appellant Designation due by 08/18/2021. (Attachments: # 1 Exhibit A)) (Whitaker, Sheniqua) MODIFIED to add USCA Case 22-10189 on 5/12/2022 (Whitaker, Sheniqua). (Entered: 02/25/2022)</p>
02/24/2022	<p>● 3397 (5 pgs) DISTRICT COURT NOTICE OF APPEAL as to 45 Judgment, 44 Memorandum Opinion and Order, to the Fifth Circuit by Highland Capital Management Fund Advisors LP, NexPoint Advisors LP, The Dugaboy Investment Trust (RE: related document(s)2673 Notice of appeal . filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Creditor The Dugaboy Investment Trust (RE: related document(s)2599 Order on motion for leave). (Whitaker, Sheniqua) (Entered: 07/08/2022)</p>
02/25/2022	<p>● 3260 (4 pgs) Amended Notice of hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)3001 Omnibus Objection to claim(s) of Creditor(s) Jean-Paul Sevilla, Scott Ellington, Isaac Leventon, Frank Waterhouse, CLO Holdco, Ltd... Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A)). Hearing to be held on 3/10/2022 at 10:30 AM https://uscourts.webex.com/meet/jerniga. 3001, (Montgomery, Paige) MODIFIED to correct hearing location on 2/25/2022 (Ecker, C.).</p>
02/25/2022	<p>● 3265 (383 pgs; 5 docs) Amended Witness and Exhibit List filed by Creditor Scott Ellington (RE: related document(s)3254 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit SE-1 Plaintiff's</p>

02/25/2022	<p>3267 (13 pgs; 2 docs) Amended Witness and Exhibit List (<i>Highland Capital Management, L.P.'s Amended Witness and Exhibit List with Respect to Evidentiary Hearing to Be Held on February 28, 2022</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3259 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 1) (Annable, Zachery)</p>
02/25/2022	<p>3268 (14 pgs) Certificate of service re: (Supplemental) re Various Documents Served on February 23, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2768 Agreed Scheduling Order on Debtor's third omnibus objection to certain no liability claims (related document 2226 and 2267). Hearing to be held on 12/15/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2059, Entered on 8/24/2021. (Okafor, M.), 2870 Notice (<i>First Notice of Allowed Claims Pursuant to the Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 2976 Amended Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School; CPCM, LLC; NexPoint Advisors, L.P... Filed by Debtor Highland Capital Management, L.P. (related document(s)2059 Objection to claim filed by Debtor Highland Capital Management, L.P., 2974 Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 12/2/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Debtor Highland Capital Management, L.P.). (Attachments: # 1 Appendix A # 2 Appendix B # 3 Exhibit A # 4 Exhibit B # 5 Exhibit C) (Annable, Zachery). Modified on 11/3/2021. filed by Debtor Highland Capital Management, L.P., 3006 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)2828 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. Objections due by 12/1/2021. filed by Debtor Highland Capital Management, L.P., 3025 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3006 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)2828 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. Objections due by 12/1/2021.). Hearing to be held on 12/7/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3006, filed by Debtor Highland Capital Management, L.P., 3145 Motion to extend time to object to claims Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3148 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3145 Motion to extend time to object to claims Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 1/27/2022 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 3145, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/25/2022	<p>3269 (11 pgs) Certificate of service re: Highland Capital Management, L.P.'s Amended Witness and Exhibit List with Respect to Evidentiary Hearing to be Held on February 28, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3267 Amended Witness and Exhibit List (<i>Highland Capital Management, L.P.'s Amended Witness and Exhibit List with Respect to Evidentiary Hearing to Be Held on February 28, 2022</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3259 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 1) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>

02/26/2022	<p>● 3270 (47 pgs; 6 docs) Witness and Exhibit List (<i>Highland Capital Management, L.P.'s Witness and Exhibit List with Respect to Evidentiary Hearing to Be Held March 1, 2022</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3088 Motion to compromise controversy with Patrick Hagaman Daugherty. (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith</i>)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5) (Annable, Zachery)</p>
02/28/2022	<p>● 3271 (1 pg) Clerk's correspondence requesting an order (RE: related document(s)1154 Motion for leave to <i>Amend Certain Proofs of Claim</i> Filed by Creditor The Dugaboy Investment Trust Objections due by 10/30/2020. (Attachments: # 1 Proposed Order)) Responses due by 3/7/2022. (Ecker, C.)</p>
02/28/2022	<p>● 3272 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s)2868 Application for administrative expenses <i>for rank-and-file employees</i> Filed by Interested Party CPCMC, LLC (Attachments: # 1 Proposed Order), 2869 Application for administrative expenses Filed by Interested Party CPCMC, LLC (Attachments: # 1 Proposed Order)) Responses due by 3/15/2022. (Ecker, C.)</p>
02/28/2022	<p>● 3273 (3 pgs) Motion to continue hearing on (related documents 2940 Motion to disallow claims) (<i>Motion to Continue Hearing on the Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
02/28/2022	<p>● 3274 (9 pgs; 2 docs) INCORRECT EVENT: Attorney to refile. Motion to file document under seal. <i>CPCMC, LLC's Unopposed Motion to Seal Exhibits</i> Filed by Interested Party CPCMC, LLC (Attachments: # 1 Proposed Order) (Smith, Frances) Modified on 3/1/2022 (Ecker, C.)</p>
02/28/2022	<p>● 3275 (6 pgs; 2 docs) Certificate of service re: Unopposed Motion to Seal Exhibits filed by Interested Party CPCMC, LLC (RE: related document(s)3274 Motion to file document under seal. <i>CPCMC, LLC's Unopposed Motion to Seal Exhibits</i>). (Attachments: # 1 Exhibit Service List) (Smith, Frances)</p>
02/28/2022	<p>● 3276 (6 pgs; 2 docs) Certificate of service re: Witness & Exhibit List <i>for hearings scheduled March 1, 2022 at 1:30 PM</i> filed by Creditor Scott Ellington (RE: related document(s)3265 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit Service List) (Smith, Frances)</p>
02/28/2022	<p>● 3277 (3 pgs) Motion to appear pro hac vice for Leah M. Ray. Fee Amount \$100 Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (Montgomery, Paige)</p>
02/28/2022	<p>● 3278 (28 pgs) Certificate of service re: 1) Order Further Extending Period Within Which the Reorganized Debtor May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure; 2) Reorganized Debtor's Reply in Further Support of Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205); and 3) Highland Capital Management, L.P.'s Witness and Exhibit List with Respect to Evidentiary Hearing to be Held on February 28, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3256 Order Further Extending Period Within Which The Reorganized Debtor May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (related document #3199. Entered on 2/24/2022., 3257 Reply to (related document(s): 3242 Objection filed by Creditor Scott Ellington) filed by Debtor Highland Capital Management, L.P., filed by Debtor Highland Capital Management, L.P., 3259 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3192 Amended Motion to quash (related documents 3191 Motion to quash (related documents 2940 Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy</i>)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/28/2022	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00).</p>

	Receipt number A29357887, amount \$ 100.00 (re: Doc# 3277). (U.S. Treasury)
02/28/2022	<p>● 3279 Hearing held on 2/28/2022. (RE: related document(s)3192 Amended Motion to quash (related documents 3191 Motion to quash (related documents 2940 Amended Motion to disallow claims (Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502) (related document(s):2857) filed b filed by Interested Party CPCM, LLC) Filed by Interested Party CPCM, LLC., (Appearances: G. Demo for Reorganized Debtor; D. Dandeneau for F. Waterhouse and CPCM. Evidentiary hearing. Motion denied. Counsel to upload order.) (Edmond, Michael) (Entered: 03/01/2022)</p>
02/28/2022	<p>● Hearing NOT held on 2/28/2022. (RE: related document(s)2940 Amended Motion to disallow claims (Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502) (related document(s):2857) Filed by Debtor Highland Capital Management, L.P. (NOTE* Continued to date TBD) (Edmond, Michael) (Entered: 03/01/2022)</p>
02/28/2022	<p>● 3302 (1 pg) Court admitted exhibits date of hearing February 28, 2022 (RE: related document(s)3192 Amended Motion to quash (related documents 3191 Motion to quash (related documents 2940 Amended Motion to disallow claims (Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502) (related document(s):2857) filed b filed by Interested Party CPCM, LLC) Filed by Interested Party CPCM, LLC., (COURT ADMITTED FRANK WATERHOUSE & CPCM, LLC EXHIBIT #FWCPCM-2 OFFERED BY DEBRA A. DANDENEAU) (Edmond, Michael) (Entered: 03/08/2022)</p>
03/01/2022	<p>● 3280 (1 pg) Request for transcript regarding a hearing held on 2/28/2022. The requested turn-around time is hourly. (Edmond, Michael)</p>
03/01/2022	<p>● 3281 (9 pgs; 2 docs) Motion to redact/restrict Redact (related document(s):3205, 3232) (Fee Amount \$26) Filed by Interested Party CPCM, LLC (Attachments: # 1 Proposed Order) (Smith, Frances)</p>
03/01/2022	<p>Receipt of filing fee for Motion to Redact/Restrict From Public View(19-34054-sgj11) [motion,mredact] (26.00). Receipt number A29362549, amount \$ 26.00 (re: Doc# 3281). (U.S. Treasury)</p>
03/01/2022	<p>● 3282 (2 pgs) Order granting motion to continue hearing on (related document # 3273) (related documents Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) (related document(s):2857)) The Hearing on the Waterhouse Motion is hereby continued from February 28, 2022 at 1:30 p.m. (Central Time) to a date that is mutually agreeable to HCMLP, CPCM, and this Court and that comes after an order is entered resolving the Motion to Quash. Entered on 3/1/2022. (Okafor, Marcey)</p>
03/01/2022	<p>● 3283 Hearing held on 3/1/2022. (RE: related document(s)3088 Motion to compromise controversy with Patrick Hagaman Daugherty, (Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith), filed by Debtor Highland Capital Management, L.P., (Appearances: J. Morris for Debtor; T. Uebler for P. Daugherty; D. Dandeneau for S. Ellington. Evidentiary hearing. Motion granted. Counsel to upload order.) (Edmond, Michael) (Entered: 03/02/2022)</p>
03/01/2022	<p>● 3301 (1 pg) Court admitted exhibits date of hearing March 1, 2022 (RE: related document(s)3088 Motion to compromise controversy with Patrick Hagaman Daugherty. Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith), filed by Debtor Highland Capital Management, L.P., (COURT ADMITTED REORGANIZED DEBTOR/HIGHLAND CAPITAL MANAGEMENT, L.P., EXHIBITS #1, #2, #3, #4 & #5 OFFERED BY JOHN A. MORRIS AND SCOTT ELLINGTON'S EXHIBIT #SE-2; OFFERED BY DEBRA A. DANDENEAU). (Edmond, Michael) (Entered: 03/08/2022)</p>
03/02/2022	<p>● 3284 (49 pgs) Transcript regarding Hearing Held 02/28/2022 (49 pages) RE: Debtor's Amended Motion to Disallow Claim of Frank Waterhouse (2940) and Amended Motion to Quash Subpoena filed by</p>

	<p>Frank Waterhouse (3192). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 05/31/2022. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 3279 Hearing held on 2/28/2022. (RE: related document(s) 3192 Amended Motion to quash (related documents 3191 Motion to quash (related documents 2940 Amended Motion to disallow claims (Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502) (related document(s): 2857) filed b filed by Interested Party CPCM, LLC) Filed by Interested Party CPCM, LLC., (Appearances: G. Demo for Reorganized Debtor; D. Dandeneau for F. Waterhouse and CPCM. Evidentiary hearing. Motion denied. Counsel to upload order.)). Transcript to be made available to the public on 05/31/2022. (Rehling, Kathy)</p>
03/02/2022	<p> 3285 (1 pg) Request for transcript regarding a hearing held on 3/1/2022. The requested turn-around time is 7-day expedited. (Edmond, Michael)</p>
03/02/2022	<p> 3286 (1 pg) Order granting motion to appear pro hac vice adding Leah M. "Calli" Ray for Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (related document 3277) Entered on 3/2/2022. (Okafor, Marcey) MODIFIED attorney name on 3/2/2022 (Okafor, Marcey).</p>
03/02/2022	<p>  3287 (1 pg) PDF with attached Audio File. Court Date & Time [02/16/2022 12:48:46 PM]. File Size [3441 KB]. Run Time [00:14:46]. (admin).</p>
03/03/2022	<p> 3288 (6 pgs; 2 docs) Withdrawal <i>Notice of Withdrawal of Motion of CPCM, LLC for Allowance and Payment of Administrative Expense Claims</i> filed by Interested Party CPCM, LLC (RE: related document(s) 2869 Application for administrative expenses, 3272 Clerk's correspondence). (Attachments: # 1 Exhibit A & B Service Lists) (Smith, Frances)</p>
03/03/2022	<p>  3289 (1 pg) PDF with attached Audio File. Court Date & Time [02/28/2022 01:34:24 PM]. File Size [29688 KB]. Run Time [02:09:23]. (admin).</p>
03/03/2022	<p> 3290 (8 pgs) Trustee's Objection to <i>Motion to Redact/Restrict from Public View</i> (RE: related document(s) 3281 Motion to Redact/Restrict From Public View) (Lambert, Lisa)</p>
03/03/2022	<p> 3291 (2 pgs) Order denying amended Frank Waterhouse's opposed motion to quash (related document # 3192) Entered on 3/3/2022. (Okafor, Marcey)</p>
03/03/2022	<p> 3292 (15 pgs) Certificate of service re: 1) Highland Capital Management, L.P.'s Witness and Exhibit List with Respect to Evidentiary Hearing to be Held March 1, 2022; and 2) Motion to Continue Hearing on the Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3270 Witness and Exhibit List (<i>Highland Capital Management, L.P.'s Witness and Exhibit List with Respect to Evidentiary Hearing to Be Held March 1, 2022</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3088 Motion to compromise controversy with Patrick Hagaman Daugherty. (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith</i>)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5) filed by Debtor Highland Capital Management, L.P., 3273 Motion to continue hearing on (related documents 2940 Motion to disallow claims) (<i>Motion to Continue Hearing on the Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/04/2022	<p>  3293 (1 pg) PDF with attached Audio File. Court Date & Time [03/01/2022 01:32:46 PM]. File Size [29688 KB]. Run Time [02:09:23]. (admin).</p>

03/04/2022	<p>● 3294 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s)3128 Motion for 2004 examination of Thomas Surgent. Filed by Creditor The Dugaboy Investment Trust) Responses due by 3/18/2022. (Ecker, C.)</p>
03/04/2022	<p>● 3295 (20 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)3286 Order granting motion to appear pro hac vice adding Leah M. "Calli" Ray for Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (related document 3277) Entered on 3/2/2022. (Okafor, Marcey) MODIFIED attorney name on 3/2/2022 .) No. of Notices: 1. Notice Date 03/04/2022. (Admin.)</p>
03/07/2022	<p>● 3296 (256 pgs; 10 docs) Witness and Exhibit List <i>With Respect To Hearing To Be Held On March 10, 2022</i> filed by Creditor CLO Holdco, Ltd. (RE: related document(s)3178 Motion by CLO Holdco, Ltd.). (Attachments: # 1 Exhibit 1 - POC 133 # 2 Exhibit 2 - POC 198 # 3 Exhibit 3 - POC 254 # 4 Exhibit 4 - Second Amended and Restated Service Agreement, Dated January 1, 2017 # 5 Exhibit 5 - Second Amended and Restated Investment Advisory Agreement # 6 Exhibit 6 - Registration of Members of CLO HoldCo, Ltd. # 7 Exhibit 7 - Termination of Second Amended and Restated Investment Advisory # 8 Exhibit 8 - Termination of Second Amended and Restated Service Agreement # 9 Exhibit 9 - Dkt. No. 2700) (Phillips, Louis)</p>
03/07/2022	<p>● 3297 (11 pgs) Certificate of service re: Order Continuing Hearing on Motion to Continue Hearing on the Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3282 Order granting motion to continue hearing on (related document 3273) (related documents Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) (related document(s):2857)) The Hearing on the Waterhouse Motion is hereby continued from February 28, 2022 at 1:30 p.m. (Central Time) to a date that is mutually agreeable to HCMLP, CPCM, and this Court and that comes after an order is entered resolving the Motion to Quash. Entered on 3/1/2022.). (Kass, Albert)</p>
03/08/2022	<p>● 3298 (4 pgs) Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith Filed by Debtor Highland Capital Management, L.P. ((related document # 3088) Entered on 3/8/2022. (Okafor, Marcey)</p>
03/08/2022	<p>● 3299 (4 pgs) DUPLICATE ENTRY: See #3298 - Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith Filed by Debtor Highland Capital Management, L.P. ((related document 3088) Entered on 3/8/2022. (Okafor, Marcey) Modified on 3/8/2022 (Okafor, Marcey).</p>
03/08/2022	<p>● 3300 (2 pgs) Order Denying Motion to Redact or Restrict Access (Related Doc # 3281) Entered on 3/8/2022. (Okafor, Marcey)</p>
03/09/2022	<p>● 3304 (8 pgs) Emergency Motion to continue hearing on (related documents 3178 Generic motion) Filed by Creditor Committee Official Committee of Unsecured Creditors (Montgomery, Paige)</p>
03/09/2022	<p>● 3305 (2 pgs) Order granting motion to continue hearing on (related document # 3304) (related documents Motion to ratify second amended proof of claim No. 198 by CLO Holdco, Ltd.) Hearing to be held on 5/2/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3178, Entered on 3/9/2022. (Okafor, Marcey)</p>
03/09/2022	<p>● 3306 (86 pgs) Transcript regarding Hearing Held 03/01/2022 (86 pages) RE: Motion to Compromise Controversy with Patrick Hagaman Daugherty (#3088). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 06/7/2022. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 3283 Hearing held on 3/1/2022. (RE: related document(s)3088 Motion to compromise controversy with Patrick Hagaman Daugherty, (Reorganized Debtor's Motion for Entry of an Order</p>

	Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith), filed by Debtor Highland Capital Management, L.P., (Appearances: J. Morris for Debtor; T. Uebler for P. Daugherty; D. Dandeneau for S. Ellington. Evidentiary hearing. Motion granted. Counsel to upload order.)). Transcript to be made available to the public on 06/7/2022. (Rehling, Kathy)
03/09/2022	3307 (4 pgs) Notice (<i>Second Notice of Allowed Claims Pursuant to the Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
03/09/2022	3308 (11 pgs) Certificate of service re: Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3298 Order Approving Settlement with Patrick Hagaman Daugherty (Claim No. 205) and Authorizing Actions Consistent Therewith Filed by Debtor Highland Capital Management, L.P. ((related document 3088) Entered on 3/8/2022.). (Kass, Albert)
03/10/2022	3309 (11 pgs) Certificate of service re: Second Notice of Allowed Claims Pursuant to the Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3307 Notice (<i>Second Notice of Allowed Claims Pursuant to the Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
03/15/2022	3310 (1 pg) Transmittal of record on appeal to U.S. District Court . Complete record on appeal . ,Transmitted: 2 Volume 1, Mini Record. Number of appellant volumes: 72 Number of appellee volumes: 5. Civil Case Number: 3:21-CV-03086-K Consolidated (RE: related document(s) 3077 Notice of appeal <i>Order Granting Fifth and Final Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP (RE: related document(s)3047 Order on application for compensation).</i> (Blanco, J.)
03/15/2022	3311 (1 pg) Notice of docketing COMPLETE record on appeal. 3:21-CV-03086-K Consolidated (RE: related document(s) 3077 Notice of appeal (RE: related document(s) 3047 Order on application for compensation) (Blanco, J.)
03/15/2022	3312 (1 pg) Transmittal of record on appeal to U.S. District Court . Complete record on appeal . ,Transmitted: Volume 1, Mini Record. Number of appellant volumes: 1 Number of appellee volumes: 1. Civil Case Number: 3:22-cv-00335-L (RE: related document(s) 3196 Notice of appeal (RE: related document(s) 3180 Order regarding objection). (Blanco, J.)
03/15/2022	3314 (1 pg) Notice of docketing record on appeal. 3:22-CV-00335L (RE: related document(s) 3196 Notice of appeal (RE: related document(s) 3180 Order regarding objection). (Blanco, J.)
03/17/2022	3315 (10 pgs) Certificate of service re: (Supplemental) re Documents Served on March 14, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3001 Omnibus Objection to claim(s) of Creditor(s) Jean-Paul Sevilla, Scott Ellington, Isaac Leventon, Frank Waterhouse, CLO Holdco, Ltd... Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A) filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust, 3102 Agreed first amended scheduling order on Debtor's third omnibus objection to certain no-liability claims (RE: related document(s) 2059 Third Omnibus objection to certain no-liability claims 2976 Amended Supplemental Omnibus Objection to certain employee claims filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 2/16/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2976 , Entered on 12/10/2021, 3131 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2059 Omnibus Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broadus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor

	<p>Nikolayev; Sahan Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School Filed by Debtor Highland Capital Management, L.P and 2976 Amended Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post; Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School; CPCM, LLC; NexPoint Advisors, L.P.. Filed by Debtor Highland Capital Management, L.P. (related document(s)2059 Objection to claim filed by Debtor Highland Capital Management, L.P., 2974 Supplemental Objection to claim(s) of Creditor(s) Christopher Rice; Helen Kim; Jason Rothstein; Jerome Carter; Kari Kovelan; Kellie Stevens; Lauren Thedford; Mark Patrick; Charles Hoedebeck; Stephanie Vitiello; Steven Haltom; William Gosserand; Brian Collins; Hayley Eliason; Lucy Bannon; Mary Irving; Matthew DiOrio; Ricky Swadley; William Mabry; Jean Paul Sevilla; Jon Poglitsch; Clifford Stoops; Jason Post, Ajit Jain; Paul Broaddus; Melissa Schroth; Mauro Staltari; Will Mabry; Yegor Nikolayev; Sahan Abayarathna; Kunal Sachdev; Kent Gatzki; Scott Groff; James Mills; Bhawika Jain; Jae Lee; Cyrus Eftekhari; Tara Loiben; Michael Jeong; Will Duffy; Sarah Goldsmith; Sarah Hale; Heriberto Rios; Mariana Navejas; Joye Luu; Austin Cotton; Lauren Baker; Phoebe Stewart; Blair Roeber; Brad McKay; Jennifer School.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 12/2/2021. (Attachments: # 1 Exhibit A # 2 Exhibit B) filed by Debtor Highland Capital Management, L.P.). (Attachments: # 1 Appendix A # 2 Appendix B # 3 Exhibit A # 4 Exhibit B # 5 Exhibit C) (Annable, Zachery). Modified on 11/3/2021.). Hearing to be held on 2/16/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 2976 and 2059, (Annable, Zachery). MODIFIED linkage on 12/21/2021. filed by Debtor Highland Capital Management, L.P., 3230 Reply to (related document(s): 3205 Response to objection to claim filed by Interested Party CPCM, LLC) (<i>Highland Capital Management, L.P.'s Reply in Further Support of Debtor's Third Omnibus Objection to Certain No-Liability Claims, as Supplemented</i>) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Appendix A) filed by Debtor Highland Capital Management, L.P., 3232 Declaration re: (<i>Declaration of Gregory V. Demo in Support of Highland Capital Management, L.P.'s Reply in Further Support of Debtor's Third Omnibus Objection to Certain No-Liability Claims, as Supplemented</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3230 Reply). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/18/2022	<p>3316 (3 pgs) Certificate of service re: (Supplemental) re Stipulation and Agreed Order Resolving Third Omnibus Objection and Certain Other Claims Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3238 Stipulation by Highland Capital Management, L.P. and CPCM, LLC, Isaac Leventon, Scott Ellington, and Highgate Consulting, Inc. d/b/a Skyview Group. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2059 Objection to claim, 2976 Objection to claim). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/18/2022	<p>3338 (6 pgs) DISTRICT COURT Memorandum Opinion and Order in re: appeal on Civil Action number:3:20-cv-3390, Dismissed (RE: related document(s)1302 Order on motion to compromise controversy). Entered on 3/18/2022 (Whitaker, Sheniqua) (Entered: 05/12/2022)</p>
03/24/2022	<p>3317 (14 pgs; 2 docs) Motion to compromise controversy with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218). (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218) and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)</p>
03/24/2022	<p>3318 (13 pgs; 2 docs) Declaration re: (<i>Declaration of Gregory V. Demo in Support of the Reorganized Debtor's Motion for Entry of an Order Approving Settlement with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218) and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland</p>

	Capital Management, L.P. (RE: related document(s) 3314 Motion to compromise controversy with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218). (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218)</i>). (Attachments: # 1 Exhibit 1) (Annable, Zachery)
03/28/2022	<p>3319 (11 pgs) Certificate of service re: 1) Reorganized Debtor's Motion for Entry of an Order Approving Settlement with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218) and Authorizing Actions Consistent Therewith; and 2) Declaration of Gregory V. Demo in Support of the Reorganized Debtor's Motion for Entry of an Order Approving Settlement with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218) and Authorizing Actions Consistent Therewith Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3317 Motion to compromise controversy with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218). (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218) and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P., 3318 Declaration re: (<i>Declaration of Gregory V. Demo in Support of the Reorganized Debtor's Motion for Entry of an Order Approving Settlement with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218) and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3317 Motion to compromise controversy with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218). (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218)</i>). (Attachments: # 1 Exhibit 1) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/29/2022	<p>3320 (8 pgs) Certificate of service re: (Supplemental) re Various Documents Served on March 22, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)2768 Agreed Scheduling Order on Debtor's third omnibus objection to certain no liability claims (related document 2226 and 2267). Hearing to be held on 12/15/2021 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 2059, Entered on 8/24/2021. (Okafor, M.), 3145 Motion to extend time to object to claims Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3148 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3145 Motion to extend time to object to claims Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 1/27/2022 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 3145, filed by Debtor Highland Capital Management, L.P., 3198 Order granting 3145 Joint Motion extending the claims objection deadline pursuant to confirmed Chapter 11 Plan by which Debtor may object to claims Entered on 1/27/2022.). (Kass, Albert)</p>
03/30/2022	<p>3321 Adversary case 3:20-ap-3107 closed (Ecker, C.)</p>
03/31/2022	<p>3321 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3317 Motion to compromise controversy with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218). (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218) and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 5/2/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3317, (Annable, Zachery)</p>
03/31/2022	<p>3322 (2 pgs) Withdrawal of <i>Attorney James A. Wright, III</i> filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund (RE: related document(s) Credit Card Receipt, 866 Order on motion to appear pro hac vice). (Hogewood, A.)</p>
04/07/2022	<p>3323 (11 pgs) Certificate of service re: Notice of Hearing on Reorganized Debtors Motion for Entry of an Order Approving Settlement with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218) and Authorizing Actions Consistent Therewith Filed by Claims Agent Kurtzman Carson Consultants LLC</p>

	(related document(s) 3321 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3317 Motion to compromise controversy with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218). (<i>Reorganized Debtor's Motion for Entry of an Order Approving Settlement with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218) and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A-- Proposed Order)). Hearing to be held on 5/2/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3317 , filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
04/08/2022	● 3324 (3 pgs) Certificate of service re: (Supplemental) re Order Granting Reorganized Debtor's and Claimant Trustee's Joint Motion and Extending the Claims Objection Deadline Pursuant to Confirmed Chapter 11 Plan by Which Debtor May Object to Claims Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3198 Order granting 3145 Joint Motion extending the claims objection deadline pursuant to confirmed Chapter 11 Plan by which Debtor may object to claims Entered on 1/27/2022.). (Kass, Albert)
04/11/2022	● Adversary case 3:22-ap-3003 closed Pursuant to LBR 9070-1, any exhibits that were admitted by the Court may be claimed and removed from the Clerks Office during the 60-day period following final disposition of a case by the attorney or party who introduced the exhibits. Any exhibit not removed within the 60-day period may be destroyed or otherwise disposed of by the Bankruptcy Clerk. (Okafor, Marcey)
04/21/2022	● 3325 (8 pgs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 03/31/2022 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
04/21/2022	● 3326 (8 pgs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 03/31/2022 filed by Other Professional Highland Claimant Trust. (Annable, Zachery)
04/28/2022	● 3327 (9 pgs) Agreed Motion to continue hearing on (related documents 3001 Objection to claim, 3178 Generic motion) Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (Montgomery, Paige)
04/28/2022	● 3328 (3 pgs) Order granting motion to compromise controversy with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218) and Authorizing Actions Consistent Therewith (related document # 3317) Entered on 4/28/2022. (Okafor, Marcey)
04/29/2022	● 3329 (2 pgs) Order granting # 3327 motion to continue hearing on (RE: 3178 Motion to ratify second amended proof of claim No. 198 by CLO Holdco, Ltd. (related document(s) 3001 Omnibus Objection to claim(s) of Creditor(s) Jean-Paul Sevilla, Scott Ellington, Isaac Leventon, Frank Waterhouse, CLO Holdco, Ltd... Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust.) Hearing to be held on 6/28/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3178 , Entered on 4/29/2022. (Okafor, Marcey)
05/03/2022	● 3330 (2 pgs) Order denying motion for leave to file lawsuit (related document 3066) Entered on 5/3/2022. (Okafor, Marcey)
05/03/2022	● 3331 (2 pgs) Order denying motion for leave to Amend Certain Proofs of Claim Filed by Creditor The Dugaboy Investment Trust(related document # 1154) Entered on 5/3/2022. (Okafor, Marcey)
05/03/2022	● 3332 (11 pgs) Certificate of service re: Order Approving Settlement with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218) and Authorizing Actions Consistent Therewith Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3328 Order granting motion to compromise controversy with CPCM, LLC (Claim No. 217) and Frank Waterhouse (Claim No. 218) and Authorizing Actions Consistent Therewith (related document 3317) Entered on 4/28/2022.). (Kass, Albert)

05/04/2022	<p>● 3333 (83 pgs; 4 docs) Motion for leave to <i>File a Lawsuit</i> (related document(s) 3066 Motion for leave, 3134 Response) Filed by Creditor The Dugaboy Investment Trust Objections due by 5/25/2022. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) (Draper, Douglas)</p>
05/09/2022	<p>● 3334 (10 pgs) Memorandum of Opinion and Order from District court Judge Kinkeade, re: appeal on Civil Action number:3:21-cv-03086-K, Dismissed (RE: related document(s)3047 Order on application for compensation, 3048 Order on application for compensation, 3056 Order on application for compensation, 3057 Order on application for compensation, 3058 Order on application for compensation). Entered on 5/9/2022 (Whitaker, Sheniqua)</p>
05/09/2022	<p>● 3335 (2 pgs) Judgment/Final order from District court Judge Kinkeade, re: appeal on Civil Action number:3:21-cv-03086-K, Dismissed (RE: related document(s)3047 Order on application for compensation, 3048 Order on application for compensation, 3056 Order on application for compensation, 3057 Order on application for compensation, 3058 Order on application for compensation). Entered on 5/9/2022 (Whitaker, Sheniqua)</p>
05/09/2022	<p>● 3336 (3 pgs) Withdrawal of claim(s): (<i>Stipulation and Agreed Order Authorizing Withdrawal of Claim Number 84</i>) Filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
05/09/2022	<p>● 3375 (10 pgs) Memorandum of Opinion and Order from District court Judge Kinkeade, re: appeal on Civil Action number:3:21-cv-03086-K, Dismiss Appeals as Constitutionally Moot (RE: related document(s)3047 Order on application for compensation, 3048 Order on application for compensation, 3056 Order on application for compensation, 3057 Order on application for compensation, 3058 Order on application for compensation). Entered on 5/9/2022 (Whitaker, Sheniqua) (Entered: 06/23/2022)</p>
05/09/2022	<p>● 3376 (2 pgs) Judgment/Order from District court Judge Kinkeade, re: appeal on Civil Action number:3:21-CV-03086-K, DISMISSED (RE: related document(s)3047 Order on application for compensation, 3048 Order on application for compensation, 3056 Order on application for compensation, 3057 Order on application for compensation, 3058 Order on application for compensation). Entered on 5/9/2022 (Whitaker, Sheniqua) (Entered: 06/23/2022)</p>
05/10/2022	<p>● 3337 (8 pgs) Certificate of service re: Stipulation and [Proposed] Agreed Order Authorizing Withdrawal of Claim Number 84 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3336 Withdrawal of claim(s): (<i>Stipulation and Agreed Order Authorizing Withdrawal of Claim Number 84</i>) Filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
05/12/2022	<p>● 3339 (6 pgs) Order approving stipulation and agreed order authorizing withdrawal of claim #84 (RE: related document(s)3336 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 5/12/2022 (Okafor, Marcey)</p>
05/16/2022	<p>● 3340 (3 pgs) Withdrawal (<i>Notice of Withdrawal of the Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2940 Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) (related document(s):2857)). (Annable, Zachery)</p>
05/16/2022	<p>● 3341 (13 pgs) Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3256 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
05/16/2022	<p>● 3342 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3341 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3256 Order on motion to</p>

05/17/2022	<p>● 3343 (22 pgs) Certificate of service re: 1) Notice of Withdrawal of the Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502; 2) Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure; and 3) Notice of Hearing re: Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3340 Withdrawal (<i>Notice of Withdrawal of the Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2940 Amended Motion to disallow claims (<i>Amended Motion of the Reorganized Debtor to Disallow Claim of Frank Waterhouse Pursuant to Bankruptcy Code Section 502</i>) (related document(s):2857)). filed by Debtor Highland Capital Management, L.P., 3341 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3256 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3342 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3341 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3256 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/9/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3341, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
05/20/2022	<p>● 3344 (3 pgs) Withdrawal of claim(s): (<i>Stipulation and Agreed Order Authorizing Withdrawal of Claim Number 136</i>) Filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
05/24/2022	<p>● 3345 (11 pgs) Certificate of service re: Stipulation and [Proposed] Agreed Order Authorizing Withdrawal of Claim Number 136 (Filed by Debtor Highland Capital Management, L.P.) Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3344 Withdrawal of claim(s): (<i>Stipulation and Agreed Order Authorizing Withdrawal of Claim Number 136</i>) Filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
05/25/2022	<p>● 3346 (3 pgs) Response unopposed to (related document(s): 3333 Motion for leave to File a Lawsuit (related document(s) 3066 Motion for leave, 3134 Response) filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
05/25/2022	<p>● 3347 (18 pgs; 4 docs) Adversary case 22-03052. ORDER REFERRING CASE 3:21-CV-1710-N from U.S District Court for the Northern District of Texas, Dallas Division to U.S. Bankruptcy Court for Northern District of Texas, Dallas Division and Complaint by Charitable DAF Fund, LP against Highland Capital Management, L.P. . Fee Amount \$350 (Attachments: # 1 Original Complaint # 2 Civil Cover Sheet # 3 Docket Sheet from 21-CV-1710). Nature(s) of suit: 02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)). (Okafor, Marcey)</p>
05/26/2022	<p>● 3348 (173 pgs) AMENDED Transcript regarding Hearing Held 01/14/2021 (173 pages) RE: Motions. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 08/24/2022. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 1753 Hearing held on 1/14/2021. (RE: related document(s)1590 Motion to pay Debtor's Motion Pursuant to the Protocols for Authority for Highland Multi Strategy Credit Fund, L.P. to Prepay Loan) filed by Debtor Highland Capital Management, L.P. (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; J. Wilson, M. Lynn, J. Bonds, and B. Assink for J. Dondero; E. Weisgerber for HarbourVest; J. Kane for CLO Holdco; D. Draper for Dugaboy and Get Good Trust; M. Clemente for UCC; R. Matsumura for HCLOF. Nonevidentiary hearing. Motion granted. Counsel to upload order.), 1754 Hearing held on 1/14/2021. (RE: related document(s)1625 Motion to compromise controversy with HarbourVest 2017 Global Fund L.P., HarbourVest 2017 Global</p>

	<p>AIF L.P., HarbourVest Dover Street IX Investment L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners L.P., filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; J. Wilson, M. Lynn, J. Bonds, and B. Assink for J. Dondero; E. Weisgerber for HarbourVest; J. Kane for CLO Holdco; D. Draper for Dugaboy and Get Good Trust; M. Clemente for UCC; R. Matsumura for HCLOF. Evidentiary hearing. Motion granted. Counsel to upload order.), 1755 Hearing held on 1/14/2021. (RE: related document(s)1207 Motion to allow claims of HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or Reject the Plan filed by Creditor HarbourVest et al (Appearances: J. Pomeranz, J. Morris, and G. Demo for Debtor; J. Wilson, M. Lynn, J. Bonds, and B. Assink for J. Dondero; E. Weisgerber for HarbourVest; J. Kane for CLO Holdco; D. Draper for Dugaboy and Get Good Trust; M. Clemente for UCC; R. Matsumura for HCLOF. Evidentiary hearing. Motion resolved by approval of compromise and settlement. Counsel to upload order.)). Transcript to be made available to the public on 08/24/2022. (Rehling, Kathy) Modified to edit text on 5/26/2022 (Tello, Chris).</p>
05/26/2022	<p>3349 (7 pgs) Certificate of service re: Reorganized Debtors (I) Response to Motion for Leave to File Lawsuit and (II) Reservation of Rights Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3346 Response unopposed to (related document(s): 3333 Motion for leave <i>to File a Lawsuit</i> (related document(s) 3066 Motion for leave, 3134 Response) filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
05/27/2022	<p>3350 (13 pgs) Subpoena on BH Equities, LLC filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
06/01/2022	<p>3351 (6 pgs) Order approving stipulation and agreed order authorizing withdrawal of claim # 136 (RE: related document(s)3344 Withdrawal of claim filed by Debtor Highland Capital Management, L.P.). Entered on 6/1/2022 (Okafor, Marcey)</p>
06/01/2022	<p>3352 (7 pgs) Certificate of service re: Highland Capital Management L.P.s Notice of Subpoena Directed to BH Equities, LLC Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3350 Subpoena on BH Equities, LLC filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/07/2022	<p>3353 (2 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3341 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3256 Order on motion to extend/shorten time)). (Hayward, Melissa)</p>
06/07/2022	<p>3354 (2 pgs) Order Further Extending Period Within Which the Reorganized Debtor May Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (related doc. # 3341) Entered on 6/7/2022. (Okafor, Marcey)</p>
06/07/2022	<p>3377 (24 pgs) DISTRICT COURT NOTICE OF APPEAL as to 37 Memorandum Opinion and Order,, 38 Judgment, to the Fifth Circuit by NextPoint Advisors LP. (RE: related document(s)3076 Notice of appeal of <i>Order Granting Twenty-First and Final Fee Application of FTI Consulting, Inc.</i>. Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3058 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit Exh A to Notice of Appeal), 3077 Notice of appeal <i>Order Granting Fifth and Final Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP</i>. Fee Amount \$298 filed by Interested Party NexPoint Real Estate Advisors, L.P. (RE: related document(s)3047 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal), 3078 Notice of appeal <i>Order Granting Consolidated Monthly, Third Interim, and Final Application of Wilmer Cutler Pickering Hale and Dore LLP</i>. Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s)3048 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal), 3079 Notice of appeal of <i>Order Granting Second Consolidated Monthly and Final Fee Application of Teneo Capital, LLC</i>. Fee</p>

	Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s) 3056 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal), 3080 Notice of appeal of <i>Order Granting Twenty-First Monthly and Final Fee Application of Sidley Austin LLP</i> . Fee Amount \$298 filed by Interested Party NexPoint Advisors, L.P. (RE: related document(s) 3057 Order on application for compensation). Appellant Designation due by 12/17/2021. (Attachments: # 1 Exhibit A to Notice of Appeal)) USCA Case Number 22-10575 (Whitaker, Sheniqua) (Entered: 06/23/2022)
06/08/2022	3355 (2 pgs) Withdrawal of claim(s): 172 and 203 Filed by Creditor Davis Deadman . (Rielly, Bill)
06/09/2022	3356 (6 pgs) Stipulation by Highland Capital Management, L.P. and NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1568 Order (generic)). (Annable, Zachery)
06/09/2022	3357 (16 pgs) Certificate of service re: Order Further Extending Period Within Which the Reorganized Debtor May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3354 Order Further Extending Period Within Which the Reorganized Debtor May Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (related doc. 3341) Entered on 6/7/2022.). (Kass, Albert)
06/10/2022	3358 (17 pgs; 4 docs) Adversary case 22-03062. ORDER REFERRING CASE 3:21-CV-1169-N from U.S District Court for the Northern District of Texas, Dallas Division to U.S. Bankruptcy Court for Northern District of Texas, Dallas Division and Complaint by PCMG Trading Partners XXIII LP against Highland Capital Management, L.P. . Fee Amount \$350 (Attachments: # 1 Original Complaint # 2 Civil Cover Sheet # 3 Docket Sheet from 21-CV-1169). Nature(s) of suit: 02 (Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy)). (Okafor, Marcey)
06/10/2022	3359 (8 pgs) Certificate of service re: Amended Stipulation and Proposed Scheduling Order Concerning Proof of Claim No. 146 Filed by HCRE Partners, LLC Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3356 Stipulation by Highland Capital Management, L.P. and NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1568 Order (generic)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
06/10/2022	3360 (30 pgs; 6 docs) WITHDRAWN at 3421 , Motion to allow claims of <i>Todd Travers as Timely Filed, or Alternatively, to Allow Late-Filed Proof of Claim</i> Filed by Creditor Todd Travers Objections due by 7/5/2022. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Proposed Order # 5 Service List) (Clontz, Megan) Modified on 7/29/2022 (Ecker, C.).
06/13/2022	3361 (4 pgs) Stipulation by Highland Capital Management, L.P. and Todd Travers. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3360 Motion to allow claims of <i>Todd Travers as Timely Filed, or Alternatively, to Allow Late-Filed Proof of Claim</i>). (Annable, Zachery)
06/15/2022	3362 (10 pgs) Certificate of service re: Certificate of Service re: <i>Stipulation Amending Response Date</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3361 Stipulation by Highland Capital Management, L.P. and Todd Travers. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3360 Motion to allow claims of <i>Todd Travers as Timely Filed, or Alternatively, to Allow Late-Filed Proof of Claim</i>). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
06/16/2022	3363 (13 pgs) Subpoena on BH Equities, LLC filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
06/16/2022	3364 (12 pgs; 2 docs) WITHDRAWN at 3413 . Objection to claim(s) of Creditor(s) John F. Yang.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 7/18/2022. (Attachments: # 1

	Exhibit A--Proposed Order) (Annable, Zachery) MODIFIED text on 7/25/2022 (Ecker, C.).
06/16/2022	<p>● 3365 (75 pgs; 5 docs) Declaration re: (<i>Declaration of Gregory V. Demo in Support of the Reorganized Debtor's Objection to Proof of Claim No. 213 and Proof of Claim No. 144 Filed by John F. Yang</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3364 Objection to claim). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4) (Annable, Zachery)</p>
06/17/2022	<p>● 3367 (4 pgs) Stipulation by Highland Capital Management, L.P. and John F. Yang. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3364 Objection to claim). (Annable, Zachery)</p>
06/21/2022	<p>● 3368 (9 pgs) Order approving amended stipulation and proposed scheduling order concerning proof of claim no. 146 filed by HCRE Partners, LLC (RE: related document(s)3356 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 6/21/2022 (Okafor, Marcey)</p>
06/21/2022	<p>● 3369 (7 pgs) Order approving stipulation amending response date between Debtor and Todd Travers (RE: related document(s)3361 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 6/21/2022 (Okafor, Marcey) Modified text on 6/21/2022 (Okafor, Marcey).</p>
06/21/2022	<p>● 3370 (7 pgs) Order approving stipulation amending response date between debtor and John F. Yang (RE: related document(s)3367 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 6/21/2022 (Okafor, Marcey)</p>
06/21/2022	<p>● 3585 Hearing set (RE: related document(s)906 Objection to claim Hearing to be held on 11/1/2022 at 09:30 AM Dallas Judge Jernigan Ctrm for 906 Hearing on merits of HCRE claim. (Ellison, T.) (Entered: 10/26/2022)</p>
06/22/2022	<p>● 3371 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s)3333 Motion for leave to <i>File a Lawsuit</i> (related document(s) 3066 Motion for leave, 3134 Response) Filed by Creditor The Dugaboy Investment Trust Objections due by 5/25/2022. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C)) Responses due by 7/6/2022. (Ecker, C.)</p>
06/22/2022	<p>● 3372 (11 pgs) Certificate of service re: Notice of Amended Subpoena, Objection to Proofs of Claim, and Declaration Filed by Claims Agent Kurtzman Carson Consultants, LLC (related document(s)3363 Subpoena on BH Equities, LLC filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 3364 Objection to claim(s) of Creditor(s) John F. Yang.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 7/18/2022. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P., 3365 Declaration re: (<i>Declaration of Gregory V. Demo in Support of the Reorganized Debtor's Objection to Proof of Claim No. 213 and Proof of Claim No. 144 Filed by John F. Yang</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3364 Objection to claim). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/22/2022	<p>● 3373 (2 pgs) Order authorizing the filing of a lawsuit by Dugaboy Investments Trust in New York (related document # 3333) Entered on 6/22/2022. (Okafor, Marcey)</p>
06/24/2022	<p>● 3378 (4 pgs) Amended Notice of hearing filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (RE: related document(s)3001 Omnibus Objection to claim(s) of Creditor(s) Jean-Paul Sevilla, Scott Ellington, Isaac Leventon, Frank Waterhouse, CLO Holdco, Ltd... Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A)). Hearing to be held on 8/4/2022 at 02:30 PM VIDEO CONFERENCE for 3001, (Montgomery, Paige)</p>
06/24/2022	<p>● 3379 (11 pgs) Certificate of service re: Stipulation Amending Response Date Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3367 Stipulation by Highland Capital</p>

	Management, L.P. and John F. Yang. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3364 Objection to claim). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
06/24/2022	<p>3380 (14 pgs) Certificate of service re: 1) Order Approving Amended Stipulation and Proposed Scheduling Order Concerning Proof of Claim No. 146 Filed by HCRE Partners, LLC; 2) Order Approving Stipulation Amending Response Date; and 3) Order Approving Stipulation Amending Response Date Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3368 Order approving amended stipulation and proposed scheduling order concerning proof of claim no. 146 filed by HCRE Partners, LLC (RE: related document(s)3356 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 6/21/2022, 3369 Order approving stipulation amending response date between Debtor and Todd Travers (RE: related document(s)3361 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 6/21/2022 (Okafor, Marcey) Modified text on 6/21/2022., 3370 Order approving stipulation amending response date between debtor and John F. Yang (RE: related document(s)3367 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 6/21/2022). (Kass, Albert)</p>
06/30/2022	<p>3382 (35 pgs; 2 docs) Motion for valuation <i>Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i> Filed by Creditor The Dugaboy Investment Trust (Attachments: # 1 Exhibit A) (Draper, Douglas)</p>
07/01/2022	<p>3383 (42 pgs) Subpoena on Barker Viggato LLP filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
07/05/2022	<p>3384 (2 pgs) Order denying application for administrative expenses filed by CPCM LLC (related document # 2868) Entered on 7/5/2022. (Okafor, Marcey)</p>
07/05/2022	<p>3385 (9 pgs) Notice to take deposition of HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
07/06/2022	<p>3386 (9 pgs) Notice to take deposition of HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
07/06/2022	<p>3387 (12 pgs) Motion to extend time to Object to Claims Pursuant to Confirmed Chapter 11 Plan Filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust (Annable, Zachery)</p>
07/06/2022	<p>3388 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust (RE: related document(s)3387 Motion to extend time to Object to Claims Pursuant to Confirmed Chapter 11 Plan Filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust). Hearing to be held on 8/3/2022 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 3387, (Annable, Zachery)</p>
07/06/2022	<p>3389 (9 pgs) Certificate of service re: Highland Capital Management L.P.s Notice of Subpoena Directed to Barker Viggato LLP Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3383 Subpoena on Barker Viggato LLP filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/06/2022	<p>3390 (1 pg) Certificate of service re: Highland Capital Management, L.P.'s Notice of Rule 30(b)(6) Deposition to HCRE Partners, LLC Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3385 Notice to take deposition of HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/07/2022	<p>3391 (4 pgs) Notice (<i>Third Notice of Allowed Claims Pursuant to the Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>

07/07/2022	<p>● 3392 (7 pgs) Subpoena on James Dondero filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
07/07/2022	<p>● 3393 (7 pgs) Subpoena on Matt McGraner filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
07/07/2022	<p>● 3394 (7 pgs) Subpoena on Mark Patrick filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
07/07/2022	<p>● 3395 (7 pgs) Certificate of service re: (Amended) re Highland Capital Management, L.P.'s Notice of Rule 30(b)(6) Deposition to HCRE Partners, LLC Filed by Claims Agent Kurtzman Carson Consultants, LLC (related document(s)3385 Notice to take deposition of HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3390 Certificate of service re: Highland Capital Management, L.P.'s Notice of Rule 30(b)(6) Deposition to HCRE Partners, LLC Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3385 Notice to take deposition of HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
07/07/2022	<p>● 3396 (7 pgs) Certificate of service re: 1) Highland Capital Management, L.P.s Amended Notice of Rule 30(b)(6) Deposition to HCRE Partners, LLC; 2) Reorganized Debtor and Claimant Trustee Joint Motion for Entry of an Order Further Extending the Claims Objection Deadline Pursuant to Confirmed Chapter 11 Plan by Which Reorganized Debtor May Object to Certain Claims; and 3) Notice of Hearing on Reorganized Debtor and Claimant Trustee Joint Motion for Entry of an Order Further Extending the Claims Objection Deadline Pursuant to Confirmed Chapter 11 Plan by Which Reorganized Debtor May Object to Certain Claims Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3386 Notice to take deposition of HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3387 Motion to extend time to Object to Claims Pursuant to Confirmed Chapter 11 Plan Filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust, 3388 Notice of hearing filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust (RE: related document(s)3387 Motion to extend time to Object to Claims Pursuant to Confirmed Chapter 11 Plan Filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust). Hearing to be held on 8/3/2022 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 3387, filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust). (Kass, Albert)</p>
07/08/2022	<p>● 3398 (11 pgs) Certificate of service re: Third Notice of Allowed Claims Pursuant to the Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3391 Notice (<i>Third Notice of Allowed Claims Pursuant to the Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/12/2022	<p>● 3399 (19 pgs) Certificate of service re: 1) Highland Capital Management L.P.s Notice of Subpoena to James Dondero; 2) Highland Capital Management L.P.s Notice of Subpoena to Matt McGraner; and 3) Highland Capital Management L.P.s Notice of Subpoena to Mark Patrick Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3392 Subpoena on James Dondero filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3393 Subpoena on Matt McGraner filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3394 Subpoena on Mark Patrick filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/12/2022	<p>● 3895 (3 pgs) DISTRICT COURT Order: On 5/4/2021, the Fifth Circuit granted direct appeal in 21cv538. On 6/2/2021, direct appeal was also granted in 21cv539, 21cv546 and 21cv550 and the cases were consolidated for appeal purposes (see 5th Circuit Case No. 21-10449). Since the appeal to this Court is no longer relevant, these cases are administratively closed for statistical purposes without prejudice.</p>

	(Ordered by Judge David C Godbey on 7/12/2022) (RE: related document(s) 2000 Notice of docketing notice of appeal/record, 2001 Notice of docketing notice of appeal/record, 2002 Notice of docketing notice of appeal/record, 2008 Notice of docketing notice of appeal/record). Entered on 7/12/2022 (Whitaker, Sheniqua) (Entered: 07/28/2023)
07/13/2022	3400 (39 pgs) Certificate of service re: Subpoena to Testify at a Deposition in Bankruptcy Case (or Adversary Proceeding) with Exhibit A filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3383 Subpoena). (Annable, Zachery)
07/14/2022	3401 (1 pg) Order vacating order denying motion for want of prosecution (RE: related document(s) 3384 Order on application for administrative expenses). Entered on 7/14/2022 (Okafor, Marcey)
07/15/2022	3402 (9 pgs) Motion to extend time to Respond to Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust (RE: related document(s) 3382 Motion for valuation) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)
07/18/2022	3403 (7 pgs) Certificate of service re: Reorganized Debtors Unopposed Motion to Extend Time to Respond to Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3402 Motion to extend time to Respond to Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust (RE: related document(s) 3382 Motion for valuation) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
07/19/2022	3404 (2 pgs) Order granting Reorganized Debtor's 3402 Unopposed Motion and Extending Time Motion To Respond To Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust Entered on 7/19/2022. (Okafor, Marcey)
07/19/2022	3405 (365 pgs; 2 docs) INCORRECT EVENT: Attorney to refile Support/supplemental document <i>Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support</i> filed by Interested Party James Dondero (RE: related document(s) 2061 Brief). (Attachments: # 1 Appendix) (Lang, Michael) Modified on 7/20/2022 (Ecker, C.).
07/20/2022	3406 (365 pgs; 2 docs) Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support Filed by Interested Party James Dondero (Attachments: # 1 Appendix Appendix) (Lang, Michael) Modified text on 7/21/2022 (Ecker, C.).
07/21/2022	3407 (4 pgs) Stipulation by Highland Capital Management, L.P. and Todd Travers. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3360 Motion to allow claims of <i>Todd Travers as Timely Filed, or Alternatively, to Allow Late-Filed Proof of Claim</i>). (Annable, Zachery)
07/21/2022	3408 (3 pgs) WITHDRAWN at # 3420 . Motion to quash <i>depositions (Motion for Protection)</i> Filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (Gameros, Charles) MODIFIED text and terminated document on 7/28/2022 (Ecker, C.).
07/21/2022	3409 (13 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 06/30/2022 filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Global Notes to Post Confirmation Report) (Annable, Zachery)
07/21/2022	3410 (12 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 06/30/2022 filed by Other Professional Highland Claimant Trust. (Attachments: # 1 Global Notes to Post Confirmation Report) (Annable, Zachery)
07/21/2022	3411 (8 pgs) Certificate of service re: Order Granting Reorganized Debtors Unopposed Motion and Extending Time to Respond to Motion for Determination of the Value of the Estate and Assets Held by the

	Claimant Trust Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3404 Order granting Reorganized Debtor's 3402 Unopposed Motion and Extending Time Motion To Respond To Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust Entered on 7/19/2022.). (Kass, Albert)
07/25/2022	3412 (7 pgs) Subpoena on Mark Patrick filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)
07/25/2022	3413 (2 pgs) Withdrawal (<i>Notice of Withdrawal of Reorganized Debtor's Objection to Proof of Claim No. 213 and Proof of Claim No. 144 Filed by John F. Yang</i>) Filed by Debtor Highland Capital Management, L.P. (related document(s) 3364 Objection to claim(s) of Creditor(s) John F. Yang.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 7/18/2022. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P.). (Annable, Zachery)
07/25/2022	3414 (12 pgs) Certificate of service re: Stipulation Further Amending Response Date Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3407 Stipulation by Highland Capital Management, L.P. and Todd Travers. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3360 Motion to allow claims of <i>Todd Travers as Timely Filed, or Alternatively, to Allow Late-Filed Proof of Claim</i>). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
07/27/2022	3415 (7 pgs) Subpoena on James Dondero filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)
07/27/2022	3416 (7 pgs) Subpoena on Matt McGraner filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)
07/27/2022	3417 (12 pgs) Subpoena on Barker Viggato LLP filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)
07/27/2022	3418 (9 pgs) Notice to take deposition of NexPoint Real Estate Partners, LLC f/k/a HCRE Partners LLC filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)
07/27/2022	3419 (16 pgs) Certificate of service re: 1) Highland Capital Management L.P.s Amended Notice of Subpoena to Mark Patrick; and 2) Notice of Withdrawal of Reorganized Debtors Objection to Proof of Claim No. 213 and Proof of Claim No. 144 Filed by John F. Yang Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3412 Subpoena on Mark Patrick filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3413 Withdrawal (<i>Notice of Withdrawal of Reorganized Debtor's Objection to Proof of Claim No. 213 and Proof of Claim No. 144 Filed by John F. Yang</i>) Filed by Debtor Highland Capital Management, L.P. (related document(s) 3364 Objection to claim(s) of Creditor(s) John F. Yang.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 7/18/2022. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P.). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
07/27/2022	3420 (2 pgs) Withdrawal <i>OF MOTION FOR PROTECTION</i> filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s) 3408 Motion to quash <i>depositions (Motion for Protection)</i>). (Gameross, Charles)
07/28/2022	3421 (2 pgs) Withdrawal filed by Creditor Todd Travers (RE: related document(s) 3360 Motion to allow claims of <i>Todd Travers as Timely Filed, or Alternatively, to Allow Late-Filed Proof of Claim</i>). (Clontz, Megan)
08/01/2022	3422 (3 pgs) Notice of hearing on <i>Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support</i> filed by Interested Party James Dondero (RE: related document(s) 3406 Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support Filed by Interested Party James Dondero (Attachments: #

08/01/2022	<p>● 3423 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3387 Motion to extend time to Object to Claims Pursuant to Confirmed Chapter 11 Plan). (Annable, Zachery)</p>
08/01/2022	<p>● 3424 (2 pgs) Order granting 3387 Motion to extend to extend the claims objection deadline. Entered on 8/1/2022. (Ecker, C.)</p>
08/01/2022	<p>● 3425 (367 pgs; 12 docs) Witness and Exhibit List filed by Creditor CLO Holdco, Ltd. (RE: related document(s)3178 Motion by CLO Holdco, Ltd.). (Attachments: # 1 Exhibit 1 - Claim #133 # 2 Exhibit 2 - Claim #198 # 3 Exhibit 3 - Claim #254 # 4 Exhibit 4 - Second Amended and Restated Service Agreement, Dated January 1, 2017 between Highland Capital Management, L.P., and Charitable DAF Fund, L.P., Charitable DAF GP # 5 Exhibit 5 - Second Amended and Restated Advisory Agreement - # 6 Exhibit 6 - CLO HoldCo, Ltd. Register of Members # 7 Exhibit 7 - Highland Termination Letters - Services Agreement. # 8 Exhibit 8 - Highland Termination Letters - Advisory Agreement # 9 Exhibit 9 - Notice of Occurrence of Effective Date # 10 Exhibit 10 - John Morris Declaration in Support. # 11 Exhibit 11 - Motion for Entry of Order Approving Settlement) (Phillips, Louis)</p>
08/02/2022	<p>● Adversary case 3:22-ap-3062 closed (Ecker, C.)</p>
08/02/2022	<p>● 3426 (13 pgs) Certificate of service re: Various Documents Served on July 27, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3415 Subpoena on James Dondero filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 3416 Subpoena on Matt McGraner filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 3417 Subpoena on Barker Viggato LLP filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 3418 Notice to take deposition of NexPoint Real Estate Partners, LLC f/k/a HCRE Partners LLC filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
08/02/2022	<p>● 3427 (8 pgs) Certificate of service re: Order Granting Reorganized Debtor and Claimant Trustee Joint Motion and Further Extending the Claims Objection Deadline Pursuant to Confirmed Chapter 11 Plan by Which Reorganized Debtor May Object to Certain Claims Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3424 Order granting 3387 Motion to extend to extend the claims objection deadline. Entered on 8/1/2022. (Ecker, C.)). (Kass, Albert)</p>
08/03/2022	<p>● 3428 (471 pgs; 12 docs) Amended Witness and Exhibit List filed by Creditor CLO Holdco, Ltd. (RE: related document(s)3425 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 1 - Claim #133 # 2 Exhibit 2 - Claim #198 # 3 Exhibit 3 - Claim #254 # 4 Exhibit 4 - Second Amended and Restated Service Agreement, Dated January 1, 2017 between Highland Capital Management, L.P., and Charitable DAF Fund, L.P., Charitable DAF GP # 5 Exhibit 5 - Second Amended and Restated Advisory Agreement # 6 Exhibit 6 - CLO HoldCo, Ltd. Register of Members # 7 Exhibit 7 - Highland Termination Letters - Services Agreement # 8 Exhibit 8 - Highland Termination Letters - Advisory Agreement # 9 Exhibit 9 - Notice of Occurrence of Effective Date # 10 Exhibit 10 - Declaration in Support of Motion for Entry of Order Approving Settlement with Exhibits # 11 Exhibit 11 - Motion for Entry of Order Approving Settlement) (Phillips, Louis)</p>
08/03/2022	<p>● 3429 (21 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)3424 Order granting 3387 Motion to extend to extend the claims objection deadline. Entered on 8/1/2022. (Ecker, C.)) No. of Notices: 1. Notice Date 08/03/2022. (Admin.)</p>
08/04/2022	<p>● 3431 Hearing held on 8/4/2022. (RE: related document(s)3001 Omnibus Objection to claim(s) of Creditor(s) Jean-Paul Sevilla, Scott Ellington, Isaac Leventon, Frank Waterhouse, CLO Holdco, Ltd... Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A),(APPEARANCES: L. Phillips and A.</p>

	<p>Hurt for CLO Holdco, R. Loigman, D. Newman, and A Lawrence for Litigation Trustee. Evidentiary hearing. Objection sustained. Mr. Loigman to submit order consistent with the courts ruling)3178 Motion to ratify second amended proof of claim No. 198 by CLO Holdco, Ltd. . (RE: related document(s)3001 Omnibus Objection to claim(s) of Creditor(s) Jean-Paul Sevilla, Scott Ellington, Isaac Leventon, Frank Waterhouse, CLO Holdco, Ltd... Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A)) (Ecker, C.)) (APPEARANCES: L. Phillips and A. Hurt for Movant/CLO Holdco; R. Loigman, D. Newman, and A Lawrence for Litigation Trustee. Evidentiary hearing. Motion denied. Mr. Loigman to submit order consistent with the courts ruling.) (Smith, C) (Entered: 08/05/2022)</p>
08/05/2022	<p>3430 (2 pgs) Request for transcript regarding a hearing held on 8/4/2022. The requested turn-around time is daily (Jeng, Hawaii)</p>
08/05/2022	<p>3432 (15 pgs) Omnibus Objection to claim(s) of Creditor(s) Internal Revenue Service.. Filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
08/05/2022	<p>3433 (5 pgs) Notice of hearing (<i>Notice of Hearing on Reorganized Debtor's Fifth Omnibus Objection to Certain (A) Amended and Superseded Claims, (B) No-Liability Claims, and (C) Satisfied Claims Filed by the Internal Revenue Service</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3432 Omnibus Objection to claim(s) of Creditor(s) Internal Revenue Service.. Filed by Debtor Highland Capital Management, L.P..). Hearing to be held on 10/11/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3432, (Annable, Zachery)</p>
08/05/2022	<p>3434 (4 pgs) Stipulation by Highland Capital Management, L.P. and NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3368 Order (generic)). (Annable, Zachery)</p>
08/07/2022	<p>3435 (71 pgs) Transcript regarding Hearing Held 08/04/2022 (71 pages) RE: Omnibus Objection to Claims (3001); Motion to Ratify (3178). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 11/7/2022. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 3431 Hearing held on 8/4/2022. (RE: related document(s)3001 Omnibus Objection to claim(s) of Creditor(s) Jean-Paul Sevilla, Scott Ellington, Isaac Leventon, Frank Waterhouse, CLO Holdco, Ltd... Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A),(APPEARANCES: L. Phillips and A. Hurt for CLO Holdco; R. Loigman, D. Newman, and A Lawrence for Litigation Trustee. Evidentiary hearing. Objection sustained. Mr. Loigman to submit order consistent with the courts ruling)3178 Motion to ratify second amended proof of claim No. 198 by CLO Holdco, Ltd.. (RE: related document(s)3001 Omnibus Objection to claim(s) of Creditor(s) Jean-Paul Sevilla, Scott Ellington, Isaac Leventon, Frank Waterhouse, CLO Holdco, Ltd... Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A)) (Ecker, C.)) (APPEARANCES: L. Phillips and A. Hurt for Movant/CLO Holdco; R. Loigman, D. Newman, and A Lawrence for Litigation Trustee. Evidentiary hearing. Motion denied. Mr. Loigman to submit order consistent with the courts ruling.)). Transcript to be made available to the public on 11/7/2022. (Rehling, Kathy)</p>
08/08/2022	<p>3436 (13 pgs) Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3354 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
08/08/2022	<p>3437 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3436 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3354 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P..). Hearing to be held on 9/8/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3436, (Annable, Zachery)</p>

08/08/2022	<p>● 3710 (6 pgs) DISTRICT COURT ORDER granting 12 Motion to Dismiss Appeal as Moot. This appeal is DISMISSED for lack of jurisdiction. (Ordered by Judge Karen Gren Scholer on 8/8/2022) re: appeal on Civil Action number:3:21-cv-02268-S, DISMISSED (RE: related document(s)2812 Order on motion to compel). Entered on 8/8/2022 (Whitaker, Sheniqua) (Entered: 03/31/2023)</p>
08/09/2022	<p>● 3438 (7 pgs) Order approving second amended stipulation and proposed scheduling order concerning proof of claim no. 146 (RE: related document(s)3434 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 8/9/2022 (Ecker, C.)</p>
08/09/2022	<p>● 3439 (11 pgs) Certificate of service re: 1) Reorganized Debtors Fifth Omnibus Objection to Certain (A) Amended and Superseded Claims, (B) No-Liability Claims, and (C) Satisfied Claims Filed by the Internal Revenue Service ; 2) Notice of Hearing on Reorganized Debtors Fifth Omnibus Objection to Certain (A) Amended and Superseded Claims, (B) No-Liability Claims, and (C) Satisfied Claims Filed by the Internal Revenue Service; and 3) Second Amended Stipulation and Proposed Scheduling Order Concerning Proof of Claim No. 146 Filed by HCRE Partners, LLC Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3432 Omnibus Objection to claim(s) of Creditor(s) Internal Revenue Service.. Filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 3433 Notice of hearing (<i>Notice of Hearing on Reorganized Debtor's Fifth Omnibus Objection to Certain (A) Amended and Superseded Claims, (B) No-Liability Claims, and (C) Satisfied Claims Filed by the Internal Revenue Service</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3432 Omnibus Objection to claim(s) of Creditor(s) Internal Revenue Service.. Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 10/11/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3432, filed by Debtor Highland Capital Management, L.P., 3434 Stipulation by Highland Capital Management, L.P. and NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3368 Order (generic)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
08/09/2022	<p>● 3440 (16 pgs) Certificate of service re: 1) Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure; and 2) Notice of Hearing re: Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3436 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3354 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3437 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3436 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3354 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 9/8/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3436, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
08/10/2022	<p>● 3441 (8 pgs) Certificate of service re: Order Approving Second Amended Stipulation and Proposed Scheduling Order Concerning Proof of Claim No. 146 Filed by HCRE Partners, LLC Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3438 Order approving second amended stipulation and proposed scheduling order concerning proof of claim no. 146 (RE: related document(s)3434 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 8/9/2022 (Ecker, C.)). (Kass, Albert)</p>
08/12/2022	<p>● 3442 (9 pgs) INCORRECT EVENT: See #344 for correction 3Withdrawal (<i>Motion to Withdraw Proof of Claim 146</i>) filed by Creditor HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC) (RE: related document(s)906 Objection to claim). (Gameros, Charles) Modified on 8/15/2022 (Ecker, C.).</p>
08/12/2022	<p>● 3443 (9 pgs) Motion to withdraw proof of claim #146 by HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC) . (Ecker, C.) (Entered: 08/15/2022)</p>

08/15/2022	<p>● 3444 (24 pgs; 2 docs) Response opposed to (related document(s): 3406 Motion for leave <i>Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support</i> filed by Interested Party James Dondero) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A) (Annable, Zachery)</p>
08/15/2022	<p>● 3445 (7904 pgs; 87 docs) Exhibit List (<i>Appendix in Support of Highland Capital Management, L.P.'s Objection to Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 USC 455 and Brief in Support</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3444 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36 # 37 Exhibit 37 # 38 Exhibit 38 # 39 Exhibit 39 # 40 Exhibit 40 # 41 Exhibit 41 # 42 Exhibit 42 # 43 Exhibit 43 # 44 Exhibit 44 # 45 Exhibit 45 # 46 Exhibit 46 # 47 Exhibit 47 # 48 Exhibit 48 # 49 Exhibit 49 # 50 Exhibit 50 # 51 Exhibit 51 # 52 Exhibit 52 # 53 Exhibit 53 # 54 Exhibit 54 # 55 Exhibit 55 # 56 Exhibit 56 # 57 Exhibit 57 # 58 Exhibit 58 # 59 Exhibit 59 # 60 Exhibit 60 # 61 Exhibit 61 # 62 Exhibit 62 # 63 Exhibit 63 # 64 Exhibit 64 # 65 Exhibit 65 # 66 Exhibit 66 # 67 Exhibit 67 # 68 Exhibit 68 # 69 Exhibit 69 # 70 Exhibit 70 # 71 Exhibit 71 # 72 Exhibit 72 # 73 Exhibit 73 # 74 Exhibit 74 # 75 Exhibit 75 # 76 Exhibit 76 # 77 Exhibit 77 # 78 Exhibit 78 # 79 Exhibit 79 # 80 Exhibit 80 # 81 Exhibit 81 # 82 Exhibit 82 # 83 Exhibit 83 # 84 Exhibit 84 # 85 Exhibit 85 # 86 Exhibit 86) (Annable, Zachery)</p>
08/15/2022	<p>● 3446 (15 pgs) Motion to strike (related document(s): 3406 Motion for leave <i>Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support</i> filed by Interested Party James Dondero) (<i>Highland Capital Management, L.P.'s Motion to (A) Strike Letters Attached to Appendix in Support of the Dondero Parties' Supplemental Recusal Motion [Docket No. 3406], or; (B) Alternatively, to Compel the Lawyers' Depositions</i>) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
08/15/2022	<p>● 3447 (9 pgs) Declaration re: (<i>Declaration of John A. Morris in Support of Highland Capital Management, L.P.'s Motion to (A) Strike Letters Attached to Appendix in Support of the Dondero Parties' Supplemental Recusal Motion [Docket No. 3406], or; (B) Alternatively, to Compel the Lawyers' Depositions</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3446 Motion to strike (related document(s): 3406 Motion for leave <i>Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support</i> filed by Interested Party James Dondero) (<i>Highland Capi</i>). (Annable, Zachery)</p>
08/15/2022	<p>● 3448 (2 pgs) Notice of hearing filed by Creditor HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC) (RE: related document(s)3443 Motion to withdraw proof of claim #146 by HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC). (Ecker, C.)). Hearing to be held on 9/12/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3443, (Gameros, Charles)</p>
08/15/2022	<p>● 3449 (15 pgs) Motion to compel Lawyers' Depositions. Filed by Debtor Highland Capital Management, L.P. (Ecker, C.) (Entered: 08/16/2022)</p>
08/16/2022	<p>● 3450 (7 pgs; 2 docs) Motion to withdraw as attorney (Bonds Ellis Eppich Schafer Jones LLP as attorneys for Mr. Dondero) Filed by Interested Party James Dondero (Attachments: # 1 Proposed Order) (Taylor, Clay)</p>
08/16/2022	<p>● 3451 (7 pgs) Subpoena on James Dondero filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
08/16/2022	<p>● 3452 (7 pgs) Subpoena on Matt McGraner filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>

08/16/2022	<p>● 3453 (5 pgs) Notice to take deposition of NexPoint Real Estate Partners, LLC, f/k/a HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
08/16/2022	<p>● 3454 (10 pgs) Motion for expedited hearing(related documents 3446 Motion to strike document, 3449 Motion to compel) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
08/16/2022	<p>● 3455 (12 pgs) Certificate of service re: Various Documents Served on August 15, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3444 Response opposed to (related document(s): 3406 Motion for leave <i>Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support</i> filed by Interested Party James Dondero) filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A) filed by Debtor Highland Capital Management, L.P., 3445 Exhibit List (<i>Appendix in Support of Highland Capital Management, L.P.'s Objection to Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 USC 455 and Brief in Support</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3444 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36 # 37 Exhibit 37 # 38 Exhibit 38 # 39 Exhibit 39 # 40 Exhibit 40 # 41 Exhibit 41 # 42 Exhibit 42 # 43 Exhibit 43 # 44 Exhibit 44 # 45 Exhibit 45 # 46 Exhibit 46 # 47 Exhibit 47 # 48 Exhibit 48 # 49 Exhibit 49 # 50 Exhibit 50 # 51 Exhibit 51 # 52 Exhibit 52 # 53 Exhibit 53 # 54 Exhibit 54 # 55 Exhibit 55 # 56 Exhibit 56 # 57 Exhibit 57 # 58 Exhibit 58 # 59 Exhibit 59 # 60 Exhibit 60 # 61 Exhibit 61 # 62 Exhibit 62 # 63 Exhibit 63 # 64 Exhibit 64 # 65 Exhibit 65 # 66 Exhibit 66 # 67 Exhibit 67 # 68 Exhibit 68 # 69 Exhibit 69 # 70 Exhibit 70 # 71 Exhibit 71 # 72 Exhibit 72 # 73 Exhibit 73 # 74 Exhibit 74 # 75 Exhibit 75 # 76 Exhibit 76 # 77 Exhibit 77 # 78 Exhibit 78 # 79 Exhibit 79 # 80 Exhibit 80 # 81 Exhibit 81 # 82 Exhibit 82 # 83 Index 83 # 84 Exhibit 84 # 85 Exhibit 85 # 86 Exhibit 86) filed by Debtor Highland Capital Management, L.P., 3446 Motion to strike (related document(s): 3406 Motion for leave <i>Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support</i> filed by Interested Party James Dondero) (<i>Highland Capital Management, L.P.'s Motion to (A) Strike Letters Attached to Appendix in Support of the Dondero Parties' Supplemental Recusal Motion [Docket No. 3406], or, (B) Alternatively, to Compel the Lawyers' Depositions</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3447 Declaration re: (<i>Declaration of John A. Morris in Support of Highland Capital Management, L.P.'s Motion to (A) Strike Letters Attached to Appendix in Support of the Dondero Parties' Supplemental Recusal Motion [Docket No. 3406], or, (B) Alternatively, to Compel the Lawyers' Depositions</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3446 Motion to strike (related document(s): 3406 Motion for leave <i>Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support</i> filed by Interested Party James Dondero) (<i>Highland Capi</i>). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
08/17/2022	<p>● 3456 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3446 Motion to strike (related document(s): 3406 Motion for leave <i>Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support</i> filed by Interested Party James Dondero) (<i>Highland Capital Management, L.P.'s Motion to (A) Strike Letters Attached to Appendix in Support of the Dondero Parties' Supplemental Recusal Motion [Docket No. 3406], or, (B) Alternatively, to Compel the Lawyers' Depositions</i>) Filed by Debtor Highland Capital Management, L.P., 3449 Motion to compel Lawyers' Depositions. Filed by Debtor Highland Capital Management, L.P. (Ecker, C.)). Hearing to be held on 8/31/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3446 and for 3449, (Annable, Zachery)</p>
08/17/2022	<p>● 3457 (77 pgs) Order denying motion motion to ratify second amended proof of claim and expunging claim (related document # 3178) Entered on 8/17/2022. (Ecker, C.)</p>
08/17/2022	<p>● 3458 (2 pgs) Order granting motion to withdraw as attorney (attorney Clay M. Taylor; Bryan C. Assink; James Robertson Clarke; William R. Howell, Jr. and John Y. Bonds, III terminated). (related document 3450) Entered on 8/17/2022. (Ecker, C.) MODIFIED on 8/17/2022 (Ecker, C.).</p>

08/17/2022	<p>● 3459 (2 pgs) Order granting motion for expedited hearing (Related Doc# 3454)(document set for hearing: 3446 Motion to strike document, 3449 Motion to compel) Hearing to be held on 8/31/2022 at 09:30 AM Dallas Judge Jernigan Ctrm for 3446 and for 3449, Entered on 8/17/2022. (Ecker, C.)</p>
08/17/2022	<p>● 3460 (12 pgs) Certificate of service re: Various Documents Served on August 16, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3451 Subpoena on James Dondero filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 3452 Subpoena on Matt McGraner filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 3453 Notice to take deposition of NexPoint Real Estate Partners, LLC, f/k/a HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 3454 Motion for expedited hearing(related documents 3446 Motion to strike document, 3449 Motion to compel) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
08/18/2022	<p>● 3461 (12 pgs) Certificate of service re: 1) Notice of Hearing re: 1) Highland Capital Management, L.P.s Motion to (A) Strike Letters Attached to Appendix in Support of the Dondero Parties Supplemental Recusal Motion [Docket No. 3406], or, (B) Alternatively, to Compel the Lawyers Depositions; and 2) Highland Capital Management, L.P.s Motion to (A) Strike Letters Attached to Appendix in Support of the Dondero Parties Supplemental Recusal Motion [Docket No. 3406], or, (B) Alternatively, to Compel the Lawyers Depositions; and 2) Order Granting Highland Capital Management, L.P.s Unopposed Motion to Expedite Hearings on Motions to (A) Strike Certain Letters from the Record [Docket No. 3446], or, (B) Alternatively, to Compel the Lawyers Depositions [Docket No. 3449] Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3456 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3446 Motion to strike (related document(s): 3406 Motion for leave <i>Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support</i> filed by Interested Party James Dondero) (<i>Highland Capital Management, L.P.'s Motion to (A) Strike Letters Attached to Appendix in Support of the Dondero Parties' Supplemental Recusal Motion [Docket No. 3406], or, (B) Alternatively, to Compel the Lawyers' Depositions</i>) Filed by Debtor Highland Capital Management, L.P., 3449 Motion to compel Lawyers' Depositions. Filed by Debtor Highland Capital Management, L.P. (Ecker, C.)). Hearing to be held on 8/31/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3446 and for 3449, filed by Debtor Highland Capital Management, L.P., 3459 Order granting motion for expedited hearing (Related Doc3454)(document set for hearing: 3446 Motion to strike document, 3449 Motion to compel) Hearing to be held on 8/31/2022 at 09:30 AM Dallas Judge Jernigan Ctrm for 3446 and for 3449, Entered on 8/17/2022. (Ecker, C.)). (Kass, Albert)</p>
08/19/2022	<p>● 3462 (4 pgs) Order converting the August 31, 2022 at 9:30 AM Hearing on (A) The motion for final appealable order and supplement to motion to recuse and (B) related motions to strike and compel to a preliminary status/scheduling conference (RE: related document(s)3406 Motion for leave filed by Interested Party James Dondero, 3446 Motion to strike document filed by Debtor Highland Capital Management, L.P., 3449 Motion to compel filed by Debtor Highland Capital Management, L.P.). Entered on 8/19/2022 (Ecker, C.)</p>
08/22/2022	<p>● 3463 (5 pgs) Reply to (related document(s): 3444 Response filed by Debtor Highland Capital Management, L.P.) filed by Interested Party James Dondero. (Lang, Michael)</p>
08/23/2022	<p>● 3464 (8 pgs) Motion to quash <i>and for Protection</i> (related documents 3451 Subpoena filed by Debtor Highland Capital Management, L.P., 3452 Subpoena filed by Debtor Highland Capital Management, L.P., 3453 Notice to take deposition filed by Debtor Highland Capital Management, L.P.) Filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (Gameros, Charles)</p>
08/24/2022	<p>● 3465 (51 pgs; 2 docs) Response opposed to (related document(s): 3382 Motion for valuation <i>Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i> filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A) (Annable, Zachery)</p>

08/24/2022	<p>● 3466 (3 pgs) Amended Notice of hearing filed by Interested Party James Dondero (RE: related document(s)3406 Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support Filed by Interested Party James Dondero (Attachments: # 1 Appendix Appendix) (Lang, Michael) Modified text on 7/21/2022 (Ecker, C.), 3446 Motion to strike (related document(s): 3406 Motion for leave <i>Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support</i> filed by Interested Party James Dondero) (<i>Highland Capital Management, L.P.'s Motion to (A) Strike Letters Attached to Appendix in Support of the Dondero Parties' Supplemental Recusal Motion [Docket No. 3406], or; (B) Alternatively, to Compel the Lawyers' Depositions</i>) Filed by Debtor Highland Capital Management, L.P., 3449 Motion to compel Lawyers' Depositions. Filed by Debtor Highland Capital Management, L.P. (Ecker, C.), 3462 Order converting the August 31, 2022 at 9:30 AM Hearing on (A) The motion for final appealable order and supplement to motion to recuse and (B) related motions to strike and compel to a preliminary status/scheduling conference (RE: related document(s)3406 Motion for leave filed by Interested Party James Dondero, 3446 Motion to strike document filed by Debtor Highland Capital Management, L.P., 3449 Motion to compel filed by Debtor Highland Capital Management, L.P.). Entered on 8/19/2022 (Ecker, C.)). Status Conference to be held on 8/31/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga. (Lang, Michael)</p>
08/24/2022	<p>● 3467 (10 pgs) Response unopposed to (related document(s): 3382 Motion for valuation <i>Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i> filed by Creditor The Dugaboy Investment Trust) filed by Creditor Hunter Mountain Investment Trust. (Phillips, Louis)</p>
08/24/2022	<p>● 3711 (4 pgs) DISTRICT COURT NOTICE OF APPEAL as to 21 Order on Motion to Dismiss to the Fifth Circuit by The Dugaboy Investment Trust. (RE: related document(s)2841 First Amended notice of appeal filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)2840 Notice of appeal). (Attachments: # 1 Exhibit A)). USCA Case Number 22-10831. Civil case 3:21-cv-02268-S (Whitaker, Sheniqua) (Entered: 03/31/2023)</p>
08/25/2022	<p>● 3468 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s)3001 Omnibus Objection to claim(s) of Creditor(s) Jean-Paul Sevilla, Scott Ellington, Isaac Leventon, Frank Waterhouse, CLO Holdco, Ltd... Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A)) Responses due by 9/1/2022. (Ecker, C.)</p>
08/25/2022	<p>● 3469 (7 pgs) Certificate of service re: Reorganized Debtors Objection to Motion for Determination of Value Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3465 Response opposed to (related document(s): 3382 Motion for valuation <i>Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i> filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
08/26/2022	<p>● 3470 (162 pgs; 2 docs) Amended motion for final appealable order and proposed supplement to the record filed by Interested Party James Dondero (RE: related document(s)3406 Motion for leave <i>Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support</i>). (Attachments: # 1 Appendix) (Lang, Michael) MODIFIED text to match PDF on 9/1/2022 (Ecker, C.).</p>
08/26/2022	<p>● 3471 (8 pgs) Stipulation by James Dondero and Highland Capital Management, L.P.. filed by Interested Party James Dondero (RE: related document(s)3446 Motion to strike (related document(s): 3406 Motion for leave <i>Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support</i> filed by Interested Party James Dondero) (<i>Highland Capi, 3449 Motion to compel Lawyers' Depositions.</i>). (Lang, Michael)</p>
08/27/2022	<p>● 3472 (21 pgs) BNC certificate of mailing. (RE: related document(s)3468 Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s)3001 Omnibus Objection to claim(s) of Creditor(s) Jean-Paul Sevilla, Scott Ellington, Isaac Leventon, Frank Waterhouse, CLO Holdco, Ltd... Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P.</p>

	Litigation Sub-Trust. Responses due by 12/9/2021. (Attachments: # 1 Exhibit A)) Responses due by 9/1/2022. (Ecker, C.)) No. of Notices: 1. Notice Date 08/27/2022. (Admin.)
08/30/2022	<p>● 3473 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3436 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3354 Order on motion to extend/shorten time)). (Annable, Zachery)</p>
08/30/2022	<p>● 3474 (2 pgs) Order granting 3436 Motion Further Extending the Period Within Which The Reorganized Debtor May Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3354 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery Entered on 8/30/2022. (Okafor, Marcey)</p>
08/31/2022	<p>● 3475 (82 pgs) Notice of appeal . Fee Amount \$298 filed by Creditor CLO Holdco, Ltd. (RE: related document(s)3457 Order on motion (generic)). Appellant Designation due by 09/14/2022. (Phillips, Louis)</p>
08/31/2022	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number A29787221, amount \$ 298.00 (re: Doc# 3475). (U.S. Treasury)</p>
08/31/2022	<p>● 3476 (1 pg) Request for transcript regarding a hearing held on 8/31/2022. The requested turn-around time is 7-day expedited. (Edmond, Michael)</p>
08/31/2022	<p>● 3477 (1 pg) Request for transcript, regarding a hearing held on 8/31/2022. The requested turn-around time is hourly. (Edmond, Michael) Modified on 8/31/2022 (Edmond, Michael).</p>
08/31/2022	<p>● 3478 Hearing held on 8/31/2022. (RE: related document(s)3406 Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support, filed by Interested Party James Dondero.) (Appearances: M. Lang for Movants; J. Pomeranz for Reorganized Debtor. Nonevidentiary status conference. Based on discussions with counsel at status conference as to what actual relief is being sought, the motion (even as currently amended) will be denied as procedurally defective. This is without prejudice to movants filing a new motion pursuant to Rule 54 seeking the simple relief of having the last sentence of this courts 3/23/21 order deleted, or a new motion to recuse, if Movants have any desire to supplement the record. Court to issue order.) (Edmond, Michael)</p>
09/01/2022	<p>● 3479 (3 pgs) Order denying amended motion of James Dondero, Highland Capital Management Fund Advisors, L.P., Nexpoint Advisors, L.P. The Dugaboy Investment Trust Get Good Trust and, Nexpoint Real Estate Partners, LLC, F/K/A HCRE Partners, A Delaware Limited Liability Company for final appealable order and supplement to motion to recuse pursuant to 28 U.S.C. Section 455 (RE: related document(s)3470 Brief filed by Interested Party James Dondero). Entered on 9/1/2022 (Okafor, Marcey)</p>
09/01/2022	<p>● 3480 (27 pgs) Transcript regarding Hearing Held 08/31/2022 (27 pages) RE: Status Conference Re: Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 (#3406). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 11/30/2022. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 3478 Hearing held on 8/31/2022. (RE: related document(s)3406 Motion for Final Appealable Order and Supplement to Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support, filed by Interested Party James Dondero.) (Appearances: M. Lang for Movants; J. Pomeranz for Reorganized Debtor. Nonevidentiary status conference. Based on discussions with counsel at status conference as to what actual relief is being sought, the motion (even as currently amended) will be denied as procedurally defective. This is without prejudice to movants filing a new motion pursuant to Rule 54 seeking the simple relief of having the last sentence of this courts 3/23/21 order deleted, or a new motion to recuse, if Movants have any desire to supplement the record. Court to issue order.)). Transcript to be made available to the public on 11/30/2022. (Rehling, Kathy)</p>

09/01/2022	<p>● 3481 (16 pgs) Motion to compromise controversy with Highland CDO Opportunity Fund, Ltd.; Highland CDO Opportunity Master Fund, L.P.; UBS Securities LLC; UBS AG London Branch; and Sentinel Reinsurance, Ltd.. Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
09/01/2022	<p>● 3482 (27 pgs; 2 docs) Declaration re: (<i>Declaration of John A. Morris in Support of Motion for an Order Approving Highland's Entry into a Settlement Agreement and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3481 Motion to compromise controversy with Highland CDO Opportunity Fund, Ltd.; Highland CDO Opportunity Master Fund, L.P.; UBS Securities LLC; UBS AG London Branch; and Sentinel Reinsurance, Ltd..). (Attachments: # 1 Exhibit 1--Settlement Agreement) (Annable, Zachery)</p>
09/02/2022	<p>● 3483 (18 pgs) Response opposed to (related document(s): 3464 Motion to quash <i>and for Protection</i> (related documents 3451 Subpoena filed by Debtor Highland Capital Management, L.P., 3452 Subpoena filed by Debtor Highland Capital Management, L.P., 3453 Notice to take deposition filed by Debtor filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
09/02/2022	<p>● 3484 (18 pgs) Motion to compel re: discovery Depositions (<i>Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
09/02/2022	<p>● 3485 (66 pgs; 7 docs) Declaration re: (<i>Declaration of John A. Morris in Support of Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3483 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) (Annable, Zachery)</p>
09/02/2022	<p>● 3486 (66 pgs; 7 docs) Declaration re: (<i>Declaration of John A. Morris in Support of Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3484 Motion to compel re: discovery Depositions (<i>Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) (Annable, Zachery)</p>
09/02/2022	<p>● 3487 (27 pgs) Response opposed to (related document(s): 3443 Motion by HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC). filed by Creditor HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC)) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
09/02/2022	<p>● 3488 (424 pgs; 17 docs) Declaration re: (<i>Declaration of John A. Morris in Support of Highland Capital Management, L.P.'s Objection to Motion to Withdraw Proof of Claim</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3487 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16) (Annable, Zachery)</p>
09/02/2022	<p>● 3489 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3481 Motion to compromise controversy with Highland CDO Opportunity Fund, Ltd.; Highland CDO Opportunity Master Fund, L.P.; UBS Securities LLC; UBS AG London Branch; and Sentinel Reinsurance, Ltd.. Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 10/4/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3481, (Annable, Zachery)</p>
09/02/2022	<p>● 3490 (11 pgs) Motion for expedited hearing(related documents 3484 Motion to compel re: discovery) (<i>Unopposed Motion for Expedited Hearing on Reorganized Debtor's Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>

09/06/2022	<p>● 3491 (1 pg) Clerk's correspondence requesting to amend notice of appeal from attorney for creditor. (RE: related document(s)3475 Notice of appeal . Fee Amount \$298 filed by Creditor CLO Holdco, Ltd. (RE: related document(s)3457 Order on motion (generic)). Appellant Designation due by 09/14/2022.) Responses due by 9/8/2022. (Whitaker, Sheniqua)</p>
09/06/2022	<p>● 3492 (15 pgs) Certificate of service re: Order Further Extending Period Within Which the Reorganized Debtor May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3474 Order granting 3436 Motion Further Extending the Period Within Which The Reorganized Debtor May Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3354 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery Entered on 8/30/2022.). (Kass, Albert)</p>
09/06/2022	<p>● 3493 (15 pgs) Certificate of service re: 1) Motion for an Order Approving Highlands Entry Into a Settlement Agreement and Authorizing Actions Consistent Therewith ; and 2) Declaration of John A. Morris in Support of Motion for an Order Approving Highlands Entry Into a Settlement Agreement and Authorizing Actions Consistent Therewith Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3481 Motion to compromise controversy with Highland CDO Opportunity Fund, Ltd.; Highland CDO Opportunity Master Fund, L.P.; UBS Securities LLC; UBS AG London Branch; and Sentinel Reinsurance, Ltd.. Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3482 Declaration re: (<i>Declaration of John A. Morris in Support of Motion for an Order Approving Highland's Entry into a Settlement Agreement and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3481 Motion to compromise controversy with Highland CDO Opportunity Fund, Ltd.; Highland CDO Opportunity Master Fund, L.P.; UBS Securities LLC; UBS AG London Branch; and Sentinel Reinsurance, Ltd..). (Attachments: # 1 Exhibit 1--Settlement Agreement) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
09/06/2022	<p>● 3494 (12 pgs) Certificate of service re: Various Documents Served on September 2, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3483 Response opposed to (related document(s): 3464 Motion to quash <i>and for Protection</i> (related documents 3451 Subpoena filed by Debtor Highland Capital Management, L.P., 3452 Subpoena filed by Debtor Highland Capital Management, L.P., 3453 Notice to take deposition filed by Debtor filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC) filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3484 Motion to compel re: discovery Depositions (<i>Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464]</i> and (B) <i>Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3485 Declaration re: (<i>Declaration of John A. Morris in Support of Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464]</i> and (B) <i>Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3483 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) filed by Debtor Highland Capital Management, L.P., 3486 Declaration re: (<i>Declaration of John A. Morris in Support of Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464]</i> and (B) <i>Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3484 Motion to compel re: discovery Depositions (<i>Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464]</i> and (B) <i>Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) filed by Debtor Highland Capital Management, L.P., 3487 Response opposed to (related document(s): 3443 Motion by HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC). filed by Creditor HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC)) filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3488 Declaration re: (<i>Declaration of John A. Morris in Support of Highland Capital Management, L.P.'s Objection to Motion to Withdraw Proof of Claim</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3487 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16) filed by Debtor Highland Capital Management, L.P., 3489 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3481 Motion to compromise controversy with Highland CDO</p>

	<p>Opportunity Fund, Ltd., Highland CDO Opportunity Master Fund, L.P., UBS Securities LLC, UBS AG London Branch; and Sentinel Reinsurance, Ltd.. Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 10/4/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3481, filed by Debtor Highland Capital Management, L.P., 3490 Motion for expedited hearing(related documents 3484 Motion to compel re: discovery) (<i>Unopposed Motion for Expedited Hearing on Reorganized Debtor's Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
09/07/2022	<p>3495 (166 pgs; 3 docs) Amended notice of appeal filed by Creditor CLO Holdco, Ltd. (RE: related document(s)3475 Notice of appeal). (Attachments: # 1 Exhibit A - Order Denying Motion to Ratify Second Amended Proof of Claim and Expunging Claim # 2 Exhibit B Notice of Appeal)(Phillips, Louis)</p>
09/07/2022	<p>3497 (169 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s)3495 Amended notice of appeal filed by Creditor CLO Holdco, Ltd. (RE: related document(s)3475 Notice of appeal). (Attachments: # 1 Exhibit A - Order Denying Motion to Ratify Second Amended Proof of Claim and Expunging Claim # 2 Exhibit B Notice of Appeal)) (Attachments: # 1 Service List) (Whitaker, Sheniqua)</p>
09/07/2022	<p>3498 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s)3475 Notice of appeal .filed by Creditor CLO Holdco, Ltd. (RE: related document(s)3457 Order on motion (generic)). (Whitaker, Sheniqua)</p>
09/07/2022	<p>3499 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3484 Motion to compel re: discovery Depositions (<i>Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 9/12/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3484, (Annable, Zachery)</p>
09/07/2022	<p>3500 (13 pgs) Certificate of service re: (Amended) re Various Documents Served on September 2, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3483 Response opposed to (related document(s): 3464 Motion to quash <i>and for Protection</i> (related documents 3451 Subpoena filed by Debtor Highland Capital Management, L.P., 3452 Subpoena filed by Debtor Highland Capital Management, L.P., 3453 Notice to take deposition filed by Debtor filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 3484 Motion to compel re: discovery Depositions (<i>Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3485 Declaration re: (<i>Declaration of John A. Morris in Support of Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3483 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) filed by Debtor Highland Capital Management, L.P., 3486 Declaration re: (<i>Declaration of John A. Morris in Support of Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3484 Motion to compel re: discovery Depositions (<i>Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) filed by Debtor Highland Capital Management, L.P., 3487 Response opposed to (related document(s): 3443 Motion by HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC). filed by Creditor HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC)) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 3488 Declaration re: (<i>Declaration of John A. Morris in Support of Highland Capital Management, L.P.'s Objection to Motion to Withdraw Proof of Claim</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3487 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16) filed by Debtor Highland Capital Management, L.P., 3489 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3481 Motion to compromise controversy with Highland CDO</p>

Opportunity Fund, Ltd.; Highland CDO Opportunity Master Fund, L.P.; UBS Securities LLC; UBS AG London Branch; and Sentinel Reinsurance, Ltd.. Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 10/4/2022 at 01:30 PM at <https://us-courts.webex.com/meet/jerniga> for [3481](#), filed by Debtor Highland Capital Management, L.P., [3490](#) Motion for expedited hearing(related documents [3484](#) Motion to compel re: discovery) (*Unopposed Motion for Expedited Hearing on Reorganized Debtor's Cross-Motion to Enforce Subpoenas and to Compel a Deposition*) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., [3494](#) Certificate of service re: Various Documents Served on September 2, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)[3483](#) Response opposed to (related document(s): [3464](#) Motion to quash *and for Protection* (related documents [3451](#) Subpoena filed by Debtor Highland Capital Management, L.P., [3452](#) Subpoena filed by Debtor Highland Capital Management, L.P., [3453](#) Notice to take deposition filed by Debtor filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., [3484](#) Motion to compel re: discovery Depositions (*Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition*) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., [3485](#) Declaration re: (*Declaration of John A. Morris in Support of Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[3483](#) Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) filed by Debtor Highland Capital Management, L.P., [3486](#) Declaration re: (*Declaration of John A. Morris in Support of Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[3484](#) Motion to compel re: discovery Depositions (*Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition*)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) filed by Debtor Highland Capital Management, L.P., [3487](#) Response opposed to (related document(s): [3443](#) Motion by HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC). filed by Creditor HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC)) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., [3488](#) Declaration re: (*Declaration of John A. Morris in Support of Highland Capital Management, L.P.'s Objection to Motion to Withdraw Proof of Claim*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[3487](#) Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16) filed by Debtor Highland Capital Management, L.P., [3489](#) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[3481](#) Motion to compromise controversy with Highland CDO Opportunity Fund, Ltd.; Highland CDO Opportunity Master Fund, L.P.; UBS Securities LLC; UBS AG London Branch; and Sentinel Reinsurance, Ltd.. Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 10/4/2022 at 01:30 PM at <https://us-courts.webex.com/meet/jerniga> for [3481](#), filed by Debtor Highland Capital Management, L.P., [3490](#) Motion for expedited hearing(related documents [3484](#) Motion to compel re: discovery) (*Unopposed Motion for Expedited Hearing on Reorganized Debtor's Cross-Motion to Enforce Subpoenas and to Compel a Deposition*) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)

09/07/2022

● [3501](#) (2 pgs) Order granting unopposed motion for expedited hearing on Reorganized Debtor's cross-motion to enforce subpoenas and to compel a deposition (Related Doc# [3490](#))(document set for hearing: [3484](#) Motion to compel re: discovery) Hearing to be held on 9/12/2022 at 09:30 AM Dallas Judge Jernigan Ctrm for [3484](#), Entered on 9/7/2022. (Okafor, Marcey)

09/08/2022

● [3502](#) (8 pgs) Certificate of service re: Notice of Hearing re: Motion to Compel re: Discovery Depositions Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)[3499](#) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[3484](#) Motion to compel re: discovery Depositions (*Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition*) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 9/12/2022 at 09:30 AM at <https://us-courts.webex.com/meet/jerniga> for [3484](#), filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)

09/09/2022	<p>● 3503 (9 pgs) Motion for leave (<i>Motion to Conform Plan</i>) (related document(s) 1943 Order confirming chapter 11 plan) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
09/09/2022	<p>● 3504 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3503 Motion for leave (<i>Motion to Conform Plan</i>) (related document(s) 1943 Order confirming chapter 11 plan) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 10/20/2022 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 3503, (Annable, Zachery)</p>
09/09/2022	<p>● 3505 (5 pgs) Reply to (related document(s): 3487 Response filed by Debtor Highland Capital Management, L.P.) <i>MOTION TO WITHDRAW PROOF OF CLAIM</i> filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. (Gameros, Charles)</p>
09/09/2022	<p>● 3506 (4 pgs) Reply to (related document(s): 3483 Response filed by Debtor Highland Capital Management, L.P.) <i>MOTION TO QUASH AND FOR PROTECTION</i> filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. (Gameros, Charles)</p>
09/09/2022	<p>● 3507 (595 pgs; 3 docs) Motion for leave to <i>File Proceeding</i> Filed by Creditor CLO Holdco, Ltd. Objections due by 9/30/2022. (Attachments: # 1 Exhibit A - Affidavit in support of the Application with Exhibits (1 of 2) # 2 Exhibit A - Affidavit in support of the Application with Exhibits (2 of 2)) (Phillips, Louis)</p>
09/09/2022	<p>● 3508 (562 pgs; 4 docs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3443 Motion by HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC), 3484 Motion to compel re: discovery Depositions (<i>Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464]</i> and <i>(B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3) (Annable, Zachery)</p>
09/12/2022	<p>● 3509 (1 pg) Request for transcript regarding a hearing held on 9/12/2022. The requested turn-around time is hourly. (Edmond, Michael)</p>
09/12/2022	<p>● 3510 Hearing held on 9/12/2022. (RE: related document(s)3443 Motion to withdraw proof of claim #146 by HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC). (Appearances: C. Gameros for HCRE; J. Morris for Reorganized Debtor. Evidentiary hearing. Motion denied. Counsel to upload order.) (Edmond, Michael)</p>
09/12/2022	<p>● 3511 Hearing held on 9/12/2022. (RE: related document(s)3484 Motion to compel re: discovery Depositions, (<i>Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464]</i> and <i>(B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>), filed by Debtor Highland Capital Management, L.P.) (Appearances: C. Gameros for HCRE; J. Morris for Reorganized Debtor. Evidentiary hearing. Motion granted. Counsel to upload order.) (Edmond, Michael)</p>
09/12/2022	<p>● 3512 Court admitted exhibits date of hearing September 12, 2022 (RE: related document(s)3484 Motion to compel re: discovery Depositions (<i>Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464]</i> and <i>(B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>), filed by Debtor Highland Capital Management, L.P.) (COURT ADMITTED DEFENDANT'S EXHIBIT'S #1 THROUGH #6 THAT APPEAR AT DOC. #3485 & #3486, OFFERED BY JOHN A. MORRIS.) (Edmond, Michael)</p>
09/12/2022	<p>● 3513 (1 pg) Court admitted exhibits date of hearing September 12, 2022 (RE: related document(s)3443 Motion to withdraw proof of claim #146 by HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC), (COURT ADMITTED DEFENDANT'S EXHIBIT'S #1 THROUGH #6 THAT APPEAR AT DOC. #3485 & #3486, OFFERED BY JOHN A. MORRIS.) (Edmond, Michael).</p>
09/12/2022	<p>● 3514 (1 pg) Court admitted exhibits date of hearing September 12, 2022 (RE: related document(s)3484 Motion to compel re: discovery Depositions, (<i>Reorganized Debtor's (A) Objection to Motion to Quash and</i></p>

	for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition), filed by Debtor Highland Capital Management, L.P.) (COURT ADMITTED DECLARATION OF JOHN A. MORRIS; & PLAINTIFF'S EXHIBIT'S #1 THROUGH #16, THAT APPEAR AT DOC. #3488; OFFERED BY JOHN A. MORRIS) (Edmond, Michael)
09/13/2022	<p>● 3515 (5 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3503 Motion for leave (<i>Motion to Conform Plan</i>) (related document(s) 1943 Order confirming chapter 11 plan) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 10/26/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3503, (Annable, Zachery)</p>
09/13/2022	<p>● 3516 (7 pgs) Certificate of service re: 1) Motion to Conform Plan; 2) Notice of Hearing re: Motion to Conform Plan; and 3) Highland Capital Management, L.P.s Witness and Exhibit List with Respect to Evidentiary Hearing to be Held on September 12, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3503 Motion for leave (<i>Motion to Conform Plan</i>) (related document(s) 1943 Order confirming chapter 11 plan) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3504 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3503 Motion for leave (<i>Motion to Conform Plan</i>) (related document(s) 1943 Order confirming chapter 11 plan) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 10/20/2022 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 3503, filed by Debtor Highland Capital Management, L.P., 3508 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3443 Motion by HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC), 3484 Motion to compel re: discovery Depositions (<i>Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition</i>)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
09/13/2022	<p>● 3517 (8 pgs) Certificate of service re: Amended Notice of Hearing re: Motion to Conform Plan Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3515 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3503 Motion for leave (<i>Motion to Conform Plan</i>) (related document(s) 1943 Order confirming chapter 11 plan) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 10/26/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3503, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
09/14/2022	<p>● 3518 (2 pgs) Order denying motion to withdraw proof of claim as moot (related document # 3443) Entered on 9/14/2022. (Okafor, Marcey)</p>
09/14/2022	<p>● 3519 (61 pgs) Transcript regarding Hearing Held 9/12/22 RE: MOTION TO WITHDRAW PROOF OF CLAIM #146 BY HCRE PARTNERS, LLC (3443) AND REORGANIZED DEBTOR'S (A) OBJECTION TO MOTION TO QUASH AND FOR PROTECTION [DOCKET NO. 3464] AND (B) CROSS-MOTION TO ENFORCE SUBPOENAS TO ENFORCE SUBPOENAS AND TO COMPEL A DEPOSITION (3484). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 12/13/2022. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Dipti Patel/Liberty Transcripts, Telephone number 847-848-4907. (RE: related document(s) 3510 Hearing held on 9/12/2022. (RE: related document(s)3443 Motion to withdraw proof of claim #146 by HCRE Partners, LLC (n/k/a NexPoint Real Estate Partners, LLC). (Appearances: C. Gameros for HCRE; J. Morris for Reorganized Debtor. Evidentiary hearing. Motion denied. Counsel to upload order.), 3511 Hearing held on 9/12/2022. (RE: related document(s)3484 Motion to compel re: discovery Depositions, (Reorganized Debtor's (A) Objection to Motion to Quash and for Protection [Docket No. 3464] and (B) Cross-Motion to Enforce Subpoenas and to Compel a Deposition), filed by Debtor Highland Capital Management, L.P.) (Appearances: C. Gameros for HCRE; J. Morris for Reorganized Debtor. Evidentiary hearing. Motion granted. Counsel to upload order.)). Transcript to be made available to the public on 12/13/2022. (Patel, Dipti)</p>
09/14/2022	<p>● 3520 (19 pgs) Motion to quash (<i>The Highland Parties' Motion to Quash Subpoenas Served by The Dugaboy Investment Trust or for a Protective Order</i>) Filed by Debtor Highland Capital Management, L.P.</p>

	(Annable, Zachery)
09/14/2022	<p>● 3521 (72 pgs; 6 docs) Declaration re: (<i>Declaration of John A. Morris in Support of the Highland Parties' Motion to Quash Subpoenas Served by The Dugaboy Investment Trust or for a Protective Order</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3520 Motion to quash (<i>The Highland Parties' Motion to Quash Subpoenas Served by The Dugaboy Investment Trust or for a Protective Order</i>)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5) (Annable, Zachery)</p>
09/14/2022	<p>● 3522 (2 pgs) Order denying motion to quash and for protection as moot (related document # 3464) Entered on 9/14/2022. (Okafor, Marcey)</p>
09/14/2022	<p>● 3523 (2 pgs) Order denying cross-motion to enforce subpoenas and compel a deposition as moot (related document # 3484) Entered on 9/14/2022. (Okafor, Marcey)</p>
09/14/2022	<p>● 3524 (6 pgs) Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Creditor CLO Holdco, Ltd. (RE: related document(s)3475 Notice of appeal, 3495 Amended notice of appeal). Appellee designation due by 09/28/2022. (Phillips, Louis)</p>
09/15/2022	<p>● 3525 (2 pgs) Amended Order denying motion to withdraw proof of claim (related document # 3443) Entered on 9/15/2022. (Okafor, Marcey)</p>
09/15/2022	<p>● 3526 (8 pgs) Certificate of service re: 1) The Highland Parties' Motion to Quash Subpoenas Served by The Dugaboy Investment Trust or for a Protective Order; and 2) Declaration of John A. Morris in Support of the Highland Parties' Motion to Quash Subpoenas Served by The Dugaboy Investment Trust or for a Protective Order Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3520 Motion to quash (<i>The Highland Parties' Motion to Quash Subpoenas Served by The Dugaboy Investment Trust or for a Protective Order</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3521 Declaration re: (<i>Declaration of John A. Morris in Support of the Highland Parties' Motion to Quash Subpoenas Served by The Dugaboy Investment Trust or for a Protective Order</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3520 Motion to quash (<i>The Highland Parties' Motion to Quash Subpoenas Served by The Dugaboy Investment Trust or for a Protective Order</i>)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
09/15/2022	<p>● 3527 (5 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:22-cv-02051-B. (RE: related document(s)3495 Amended notice of appeal filed by Creditor CLO Holdco, Ltd. (RE: related document(s)3475 Notice of appeal). (Attachments: # 1 Exhibit A - Order Denying Motion to Ratify Second Amended Proof of Claim and Expunging Claim # 2 Exhibit B Notice of Appeal)) (Whitaker, Sheniqua) (Entered: 09/16/2022)</p>
09/19/2022	<p>● 3528 (9 pgs) Notice to take deposition of Representative of NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P.. (Hayward, Melissa)</p>
09/19/2022	<p>● 3529 (7 pgs) Notice to take deposition of James Dondero filed by Debtor Highland Capital Management, L.P.. (Hayward, Melissa)</p>
09/19/2022	<p>● 3530 (7 pgs) Notice to take deposition of Matt McGraner filed by Debtor Highland Capital Management, L.P.. (Hayward, Melissa)</p>
09/20/2022	<p>● 3531 (5 pgs) Stipulation by Highland Capital Management, L.P. and Department of the Treasury, Internal Revenue Service. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3432 Objection to claim). (Annable, Zachery)</p>

09/20/2022	<p>● 3532 (8 pgs) Order approving stipulation authorizing the resolution of proofs of claim 32, 173, 179, 195, 248, 250, 252, and 255 filed by The Department of the Treasury, Internal Revenue Service (RE: related document(s)3531 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 9/20/2022 (Okafor, Marcey)</p>
09/21/2022	<p>● 3533 (23 pgs) Amended Motion for valuation <i>Supplemental and Amended Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i> Filed by Creditor The Dugaboy Investment Trust (Draper, Douglas) Related document(s) 3382 Motion for valuation <i>Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i> filed by Creditor The Dugaboy Investment Trust. Modified to create linkage on 9/22/2022 (Ecker, C.).</p>
09/21/2022	<p>● 3534 (12 pgs) Certificate of service re: Various Documents Served on September 20, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3528 Notice to take deposition of Representative of NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3529 Notice to take deposition of James Dondero filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3530 Notice to take deposition of Matt McGraner filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3531 Stipulation by Highland Capital Management, L.P. and Department of the Treasury, Internal Revenue Service. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3432 Objection to claim). filed by Debtor Highland Capital Management, L.P., 3532 Order approving stipulation authorizing the resolution of proofs of claim 32, 173, 179, 195, 248, 250, 252, and 255 filed by The Department of the Treasury, Internal Revenue Service (RE: related document(s)3531 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 9/20/2022). (Kass, Albert)</p>
09/22/2022	<p>● 3535 (10 pgs) Support/supplemental document <i>Exhibit A</i> filed by Creditor The Dugaboy Investment Trust (RE: related document(s)3533 Supplemental Motion for valuation <i>Supplemental and Amended Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i>). (Draper, Douglas)</p>
09/22/2022	<p>● 3563 (14 pgs) DISTRICT COURT Memorandum of Opinion and Order from District court Judge Starr, re: appeal on Civil Action number:3:21-cv-01295-X, AFFIRMED (RE: related document(s)2389 Order on motion to compromise controversy). Entered on 9/22/2022 (Whitaker, Sheniqua) (Entered: 10/13/2022)</p>
09/26/2022	<p>● 3536 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3481 Motion to compromise controversy with Highland CDO Opportunity Fund, Ltd.; Highland CDO Opportunity Master Fund, L.P.; UBS Securities LLC; UBS AG London Branch; and Sentinel Reinsurance, Ltd..). (Annable, Zachery)</p>
09/26/2022	<p>● 3537 (2 pgs) Order granting motion to compromise controversy with Highland CDO Opportunity Fund, Ltd.; Highland CDO Opportunity Master Fund, L.P.; UBS Securities LLC; UBS AG London Branch; and Sentinel Reinsurance, Ltd. Filed by Debtor Highland Capital Management, L.P (related document # 3481) Entered on 9/26/2022. (Okafor, Marcey)</p>
09/26/2022	<p>● 3560 (4 pgs) DISTRICT COURT Final order from District court Judge Lindsay, re: appeal on Civil Action number:3:21-CV-00261-L, DISMISSED (RE: related document(s)1788 Order on motion to compromise controversy). Entered on 9/26/2022 (Whitaker, Sheniqua) (Entered: 10/13/2022)</p>
09/26/2022	<p>● 3561 (1 pg) DISTRICT COURT Judgment from District court Judge Lindsay, re: notice of appeal Civil Action number:3:21-CV-00261-L, DISMISSED (RE: related document(s)1788 Order on motion to compromise controversy). Entered on 9/26/2022 (Whitaker, Sheniqua) (Entered: 10/13/2022)</p>
09/27/2022	<p>● 3538 (1 pg) Clerk's correspondence requesting amended designation from attorney for appellant. (RE: related document(s)3524 Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Creditor CLO Holdco, Ltd. (RE: related document(s)3475 Notice of appeal,</p>

	3475 Amended notice of appeal. Appellee designation due by 09/28/2022. Responses due by 9/30/2022. (Blanco, J.)
09/27/2022	3539 (123 pgs; 6 docs) Response opposed to (related document(s): 3503 Motion for leave (<i>Motion to Conform Plan</i>) (related document(s) 1943 Order confirming chapter 11 plan) filed by Debtor Highland Capital Management, L.P.) filed by Interested Parties Highland Global Allocation Fund, Highland Income Fund, NexPoint Capital, Inc., NexPoint Strategic Opportunities Fund. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E) (Varshosaz, Artoush)
09/27/2022	3540 (6 pgs) Joinder by <i>Joinder to Funds Response to the Motion to Conform Plan</i> filed by Creditor The Dugaboy Investment Trust (RE: related document(s) 3539 Response). (Draper, Douglas)
09/27/2022	3541 (2 pgs) Motion to recuse Judge Stacey G. C. Jernigan Filed by Interested Party James Dondero (Lang, Michael)
09/27/2022	3542 (278 pgs; 2 docs) Brief in support filed by Interested Party James Dondero (RE: related document(s) 3541 Motion to recuse Judge Stacey G. C. Jernigan). (Attachments: # 1 Appendix) (Lang, Michael)
09/28/2022	3543 (6 pgs) Notice of hearing (<i>Notice of Status Conference and Briefing Schedule</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3382 Motion for valuation <i>Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i> Filed by Creditor The Dugaboy Investment Trust (Attachments: # 1 Exhibit A), 3520 Motion to quash (<i>The Highland Parties' Motion to Quash Subpoenas Served by The Dugaboy Investment Trust or for a Protective Order</i>) Filed by Debtor Highland Capital Management, L.P., 3533 Amended Motion for valuation <i>Supplemental and Amended Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i> Filed by Creditor The Dugaboy Investment Trust (Draper, Douglas) Related document(s) 3382 Motion for valuation <i>Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i> filed by Creditor The Dugaboy Investment Trust. Modified to create linkage on 9/22/2022 (Ecker, C.). Status Conference to be held on 11/15/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga . (Annable, Zachery)
09/28/2022	3544 (7 pgs) Amended appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 3524 Appellant designation). (Phillips, Louis)
09/28/2022	3545 (11 pgs) Certificate of service re: Order Approving Highlands Entry Into a Settlement Agreement and Authorizing Actions Consistent Therewith Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3537 Order granting motion to compromise controversy with Highland CDO Opportunity Fund, Ltd.; Highland CDO Opportunity Master Fund, L.P.; UBS Securities LLC; UBS AG London Branch; and Sentinel Reinsurance, Ltd. Filed by Debtor Highland Capital Management, L.P (related document 3481) Entered on 9/26/2022.). (Kass, Albert)
09/28/2022	3546 (17 pgs; 4 docs) Support/supplemental document <i>APPELLEES SUPPLEMENTAL DESIGNATION OF RECORD ON APPEAL PURSUANT TO FED. R. BANKR. P. 8009(a)(2)</i> filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (RE: related document(s) 3495 Amended notice of appeal). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3) (Montgomery, Paige)
09/28/2022	3565 (32 pgs) DISTRICT COURT Memorandum of Opinion and order from District court Judge Starr, re: appeal on Civil Action number:3:21-cv-01974-X, AFFIRMS in part and VACATES in part (RE: related document(s) 2660 Memorandum of opinion). Entered on 9/28/2022 (Whitaker, Sheniqua) (Entered: 10/13/2022)
09/29/2022	3547 (3 pgs) (Baird, Michael) has withdrawn from the case filed by Creditor Pension Benefit Guaranty

	Corporation. (Baird, Michael)
09/29/2022	3548 (3 pgs) (Mahmooth, Faheem) has withdrawn from the case filed by Creditor Pension Benefit Guaranty Corporation. (Mahmooth, Faheem)
09/29/2022	3549 (2 pgs) Notice (<i>Notice of Cancellation of Hearing on Reorganized Debtor's Fifth Omnibus Objection to Certain (A) Amended and Superseded Claims, (B) No-Liability Claims, and (C) Satisfied Claims Filed by the Internal Revenue Service</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3433 Notice of hearing (<i>Notice of Hearing on Reorganized Debtor's Fifth Omnibus Objection to Certain (A) Amended and Superseded Claims, (B) No-Liability Claims, and (C) Satisfied Claims Filed by the Internal Revenue Service</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3432 Omnibus Objection to claim(s) of Creditor(s) Internal Revenue Service.. Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 10/11/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3432 .) (Annable, Zachery)
09/30/2022	3550 (12 pgs) Response opposed to (related document(s): 3507 Motion for leave to <i>File Proceeding</i> filed by Creditor CLO Holdco, Ltd., Interested Party CLO Holdco, Ltd.) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
09/30/2022	3551 (5 pgs) Objection to (related document(s): 3503 Motion for leave (<i>Motion to Conform Plan</i>) (related document(s) 1943 Order confirming chapter 11 plan) filed by Debtor Highland Capital Management, L.P.) filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P.. (Rukavina, Davor)
10/03/2022	3552 (7 pgs) Certificate of service re: Notice of Status Conference and Briefing Schedule Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3543 Notice of hearing (<i>Notice of Status Conference and Briefing Schedule</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3382 Motion for valuation <i>Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i> Filed by Creditor The Dugaboy Investment Trust (Attachments: # 1 Exhibit A), 3520 Motion to quash (<i>The Highland Parties' Motion to Quash Subpoenas Served by The Dugaboy Investment Trust or for a Protective Order</i>) Filed by Debtor Highland Capital Management, L.P., 3533 Amended Motion for valuation <i>Supplemental and Amended Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i> Filed by Creditor The Dugaboy Investment Trust (Draper, Douglas) Related document(s) 3382 Motion for valuation <i>Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i> filed by Creditor The Dugaboy Investment Trust. Modified to create linkage on 9/22/2022 (Ecker, C.)). Status Conference to be held on 11/15/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga . filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
10/03/2022	3553 (11 pgs) Certificate of service re: Notice of Cancellation of Hearing on Reorganized Debtors Fifth Omnibus Objection to Certain (A) Amended and Superseded Claims, (B) No-Liability Claims, and (C) Satisfied Claims Filed by the Internal Revenue Service Filed by Claims Agent Kurtzman Carson Consultants, LLC (related document(s) 3549 Notice (<i>Notice of Cancellation of Hearing on Reorganized Debtor's Fifth Omnibus Objection to Certain (A) Amended and Superseded Claims, (B) No-Liability Claims, and (C) Satisfied Claims Filed by the Internal Revenue Service</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3433 Notice of hearing (<i>Notice of Hearing on Reorganized Debtor's Fifth Omnibus Objection to Certain (A) Amended and Superseded Claims, (B) No-Liability Claims, and (C) Satisfied Claims Filed by the Internal Revenue Service</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3432 Omnibus Objection to claim(s) of Creditor(s) Internal Revenue Service.. Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 10/11/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3432 .) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
10/03/2022	3564 (7 pgs) DISTRICT COURT NOTICE OF APPEAL as to 34 Memorandum Opinion and Order to the Fifth Circuit by The Dugaboy Investment Trust. (RE: related document(s) 2398 Notice of appeal and <i>Statement of Election</i> . Fee Amount \$298 filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s) 2389 Order on motion to compromise controversy). Civil Case 3:21-cv-01295-X, USCA Case Number 22-10983 (Whitaker, Sheniqua) (Entered: 10/13/2022)

10/04/2022	<p>● 3555 (1 pg) Transmittal of record on appeal to U.S. District Court . Complete record on appeal . ,Transmitted: Volume 1, Mini Record. Number of appellant volumes: 10 . Civil Case Number: 3:22-CV-02051-B (RE: related document(s)3475 Notice of appeal 3495 Amended notice of appeal filed by Creditor CLO Holdco, Ltd.) (Blanco, J.)</p>
10/04/2022	<p>● 3556 (1 pg) Notice of docketing COMPLETE record on appeal. 3:22-cv-02051-B (RE: related document(s)3475 Notice of appeal)) (Blanco, J.)</p>
10/04/2022	<p>● 3557 (11 pgs) Certificate of service re: Highlands Response to Motion for Leave to File Proceeding Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3550 Response opposed to (related document(s): 3507 Motion for leave to <i>File Proceeding</i> filed by Creditor CLO Holdco, Ltd., Interested Party CLO Holdco, Ltd.) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/04/2022	<p>● 3562 (6 pgs) DISTRICT COURT NOTICE OF APPEAL as to 39 Judgment, to the Fifth Circuit by The Dugaboy Investment Trust (RE: related document(s)1889 Amended notice of appeal filed by Get Good Trust, The Dugaboy Investment Trust (RE: related document(s)1870 Notice of appeal.) USCA Case Number 22-10960, 3:21-cv-00261-L (Whitaker, Sheniqua) (Entered: 10/13/2022)</p>
10/11/2022	<p>● 3558 (8 pgs) Reply to (related document(s): 3550 Response filed by Debtor Highland Capital Management, L.P.) <i>In Support Of Motion For Leave To File Proceeding [Dkt. No. 3507]</i> filed by Creditor CLO Holdco, Ltd.. (Phillips, Louis)</p>
10/12/2022	<p>● 3559 (5 pgs; 2 docs) Notice of hearing filed by Creditor CLO Holdco, Ltd. (RE: related document(s)3507 Motion for leave to <i>File Proceeding</i> Filed by Creditor CLO Holdco, Ltd. Objections due by 9/30/2022. (Attachments: # 1 Exhibit A - Affidavit in support of the Application with Exhibits (1 of 2) # 2 Exhibit A - Affidavit in support of the Application with Exhibits (2 of 2))). Hearing to be held on 10/26/2022 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3507, (Attachments: # 1 Exhibit A) (Phillips, Louis)</p>
10/14/2022	<p>● 3566 (10 pgs) Reply to (related document(s): 3539 Response filed by Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund, Interested Party Highland Income Fund, Interested Party Highland Global Allocation Fund, 3551 Objection filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P.) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
10/14/2022	<p>● 3567 (4 pgs) Agreed Scheduling Order on renewed motion to recuse (related document #3541) Entered on 10/14/2022. (Okafor, Marcey)</p>
10/14/2022	<p>● 3568 (4 pgs) Notice of service recreation (RE: related document(s)3567 Agreed Scheduling Order on renewed motion to recuse (related document #3541) Entered on 10/14/2022.) (Okafor, Marcey)</p>
10/17/2022	<p>● 3569 (8 pgs) Amended Reply to (related document(s): 3550 Response filed by Debtor Highland Capital Management, L.P.) <i>to Amend and Replace Dkt. No. 3558</i> filed by Creditor CLO Holdco, Ltd.. (Phillips, Louis)</p>
10/17/2022	<p>● 3570 (2 pgs) Motion to recuse Judge Stacey G. C. Jernigan - AMENDED Filed by Interested Party James Dondero (Lang, Michael)</p>
10/17/2022	<p>● 3571 (278 pgs; 2 docs) Brief in support filed by Interested Party James Dondero (RE: related document(s)3570 Motion to recuse Judge Stacey G. C. Jernigan - AMENDED). (Attachments: # 1 Appendix) (Lang, Michael)</p>










10/17/2022	<p>● 3572 (7 pgs) Certificate of service re: Reply in Support of Motion to Conform Plan Filed by Claims Agent Kurtzman Carson Consultants, LLC (related document(s)3566 Reply to (related document(s): 3539 Response filed by Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund, Interested Party Highland Income Fund, Interested Party Highland Global Allocation Fund, 3551 Objection filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P.) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/17/2022	<p>● 3573 (7 pgs) Subpoena on James Dondero filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
10/17/2022	<p>● 3574 (7 pgs) Subpoena on Matt McGraner filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
10/17/2022	<p>● 3575 (7 pgs) Subpoena on Mark Patrick filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
10/17/2022	<p>● 3576 (5 pgs) Appellee designation of contents for inclusion in record of appeal <i>**Originally filed at Docket 3546**</i> filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (RE: related document(s)3475 Notice of appeal, 3495 Amended notice of appeal). (Montgomery, Paige)</p>
10/17/2022	<p>● 3577 (12 pgs; 3 docs) Support/supplemental document to Appellee designation of contents for inclusion in record of appeal <i>**Originally filed at Docket 3546**</i> filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (RE: related document(s)3576 Appellee designation). (Attachments: # 1 Exhibit 2 # 2 Exhibit 3) (Montgomery, Paige)</p>
10/18/2022	<p>● 3578 (1 pg) Clerk's correspondence requesting Amended Support/supplemental document to include a case caption from attorney for creditor. (RE: related document(s)3577 Support/supplemental document to Appellee designation of contents for inclusion in record of appeal <i>**Originally filed at Docket 3546**</i> filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (RE: related document(s)3576 Appellee designation). (Attachments: # 1 Exhibit 2 # 2 Exhibit 3)) Responses due by 10/25/2022. (Ecker, C.)</p>
10/18/2022	<p>● 3579 (1 pg) Transmittal of COMPLETE APPELLEE record on appeal to U.S. District Court . Complete record on appeal . , Transmitted: Volume 1, Mini Record. Number of appellee volumes: 4. Civil Case Number: 3:22-CV-02051-B (RE: related document(s)3495 Amended notice of appeal filed by Creditor CLO Holdco, Ltd. (RE: related document(s)3475 Notice of appeal).) (Blanco, J.)</p>
10/18/2022	<p>● 3580 (1 pg) Notice of docketing COMPLETE APPELLEE record on appeal. 3:22-CV-02051-B (RE: related document(s)3495 Amended notice of appeal filed by Creditor CLO Holdco, Ltd. (RE: related document(s)3475 Notice of appeal).) (Blanco, J.)</p>
10/19/2022	<p>● 3581 (12 pgs) Certificate of service re: Various Documents Served on October 17, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3567 Agreed Scheduling Order on renewed motion to recuse (related document #3541) Entered on 10/14/2022., 3573 Subpoena on James Dondero filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 3574 Subpoena on Matt McGraner filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 3575 Subpoena on Mark Patrick filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/20/2022	<p>● 3610 (3 pgs) DISTRICT COURT NOTICE OF APPEAL as to 49 Memorandum Opinion and Order to the Fifth Circuit by Jonathan Bridges, CLO Holdco Ltd, Mark Patrick, Mazin A Sbaiti, Sbaiti & Company PLLC, The Charitable DAF Fund LP. (RE: related document(s)2876 Notice of docketing COMPLETE record on appeal. 3:21-CV-01974-X (RE: related document(s)2713 Notice of appeal 2660 Memorandum of</p>

	<p>opinion. 2758 Amended notice of appeal filed by Interested Parties CLO Holdco, Ltd., Charitable DAF Fund, LP (RE: related document(s)2713 Notice of appeal.) (Blanco, J.) USCA Case Number 22-11036 (Whitaker, Sheniqua) (Entered: 11/03/2022)</p>
10/21/2022	<p>3582 (12 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 09/30/2022 filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)</p>
10/21/2022	<p>3583 (12 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 09/30/2022 filed by Other Professional Highland Claimant Trust. (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)</p>
10/25/2022	<p>3584 (38 pgs; 2 docs) Agreed order on motion for leave to file proceeding (related document # 3507) (Attachments: # 1 Redline Application and Affidavit (without exhibits)) Entered on 10/25/2022. (Okafor, Marcey)</p>
10/26/2022	<p>3586 Hearing held on 10/26/2022. (RE: related document(s)3503 Motion for leave, (Motion to Conform Plan) (related document(s) 1943 Order confirming chapter 11 plan) Filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz for Reorganized Debtor; L. Hogewood for 5 Funds; J. Ong for NexPoint Advisors and HCMFA; D. Draper for Dugaboy. Nonevidentiary hearing. Motion granted. Court to issue opinion explaining ruling.) (Edmond, Michael)</p>
10/26/2022	<p>3587 (5 pgs) Notice of Service of Trial Subpoena on Tim Cournoyer filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. (Gameros, Charles)</p>
10/26/2022	<p>3588 (5 pgs) Notice of Service of Trial Subpoena on David Klos filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. (Gameros, Charles)</p>
10/26/2022	<p>3592 (1 pg) Request for transcript regarding a hearing held on 10/26/2022. The requested turn-around time is hourly. (Edmond, Michael) (Entered: 10/28/2022)</p>
10/27/2022	<p>3589 (3 pgs) DISTRICT COURT NOTICE OF APPEAL as to 49 Memorandum Opinion and Order to the Fifth Circuit by Jonathan Bridges, CLO Holdco Ltd, Mark Patrick, Mazin A Sbaiti, Sbaiti & Company PLLC, The Charitable DAF Fund LP. (RE: related document(s)2762 Notice of docketing notice of appeal. Civil Action Number: 3:21-cv-01974-X. (RE: related document(s)2758 Amended notice of appeal filed by Interested Parties CLO Holdco, Ltd., Charitable DAF Fund, LP (RE: related document(s)2713 Notice of appeal.) (Whitaker, Sheniqua) MODIFIED text on 8/24/2021 .)USCA Case Number 22-11036 (Whitaker, Sheniqua)</p>
10/27/2022	<p>3590 (2382 pgs; 103 docs) Witness and Exhibit List (<i>Reorganized Debtor's Witness and Exhibit List with Respect to Trial to Be Held on November 1, 2022</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)906 Objection to claim). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36 # 37 Exhibit 37 # 38 Exhibit 38 # 39 Exhibit 39 # 40 Exhibit 40 # 41 Exhibit 41 # 42 Exhibit 42 # 43 Exhibit 43 # 44 Exhibit 44 # 45 Exhibit 45 # 46 Exhibit 46 # 47 Exhibit 47 # 48 Exhibit 48 # 49 Exhibit 49 # 50 Exhibit 50 # 51 Exhibit 51 # 52 Exhibit 52 # 53 Exhibit 53 # 54 Exhibit 54 # 55 Exhibit 55 # 56 Exhibit 56 # 57 Exhibit 57 # 58 Exhibit 58 # 59 Exhibit 59 # 60 Exhibit 60 # 61 Exhibit 61 # 62 Exhibit 62 # 63 Exhibit 63 # 64 Exhibit 64 # 65 Exhibit 65 # 66 Exhibit 66 # 67 Exhibit 67 # 68 Exhibit 68 # 69 Exhibit 69 # 70 Exhibit 70 # 71 Exhibit 71 # 72 Exhibit 72 # 73 Exhibit 73 # 74 Exhibit 74 # 75 Exhibit 75 # 76 Exhibit 76 # 77 Exhibit 77 # 78 Exhibit 78 # 79 Exhibit 79 # 80 Exhibit 80 # 81 Exhibit 81 # 82 Exhibit 82 # 83 Exhibit 83 # 84 Exhibit 84 # 85 Exhibit 85 # 86 Exhibit 86 # 87 Exhibit 87 # 88 Exhibit 88 # 89 Exhibit 89 # 90 Exhibit 90 # 91 Exhibit 91 # 92 Exhibit 92 # 93 Exhibit 93 # 94 Exhibit 94 # 95</p>

	Exhibit 95 # 96 Exhibit 96 # 97 Exhibit 97 # 98 Exhibit 98 # 99 Exhibit 99 # 100 Exhibit 100 # 101 Exhibit 101 # 102 Exhibit 102) (Annable, Zachery)
10/27/2022	<p>3591 (792 pgs) Witness and Exhibit List (<i>NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC Witness and Exhibit List with respect to Evidentiary Hearing to be Held on November 1 and 2, 2022</i>) filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s)906 Objection to claim, 1212 Response to objection to claim). (Gameros, Charles)</p>
10/29/2022	<p>3593 (5 pgs) Objection to (related document(s): 3590 List (witness/exhibit/generic) filed by Debtor Highland Capital Management, L.P.) filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. (Gameros, Charles)</p>
10/31/2022	<p>3595 (56 pgs) Response opposed to (related document(s): 3541 Motion to recuse Judge Stacey G. C. Jernigan filed by Interested Party James Dondero, 3570 Motion to recuse Judge Stacey G. C. Jernigan - AMENDED filed by Interested Party James Dondero) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
10/31/2022	<p>3596 (4035 pgs; 37 docs) Support/supplemental document (<i>Appendix in Support of Highland's Objection to Renewed Motion to Recuse Pursuant to 28 U.S.C. 455 and Brief in Support</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3595 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36) (Annable, Zachery)</p>
10/31/2022	<p>3597 (34 pgs; 2 docs) Amended Witness and Exhibit List (<i>Reorganized Debtor's Amended Witness and Exhibit List with Respect to Trial to Be Held on November 1, 2022</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3590 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 103) (Annable, Zachery)</p>
10/31/2022	<p>3598 (5 pgs) Certificate of service re: Reorganized Debtors Witness and Exhibit List with Respect to Trial to be Held on November 1, 202 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3590 Witness and Exhibit List (<i>Reorganized Debtor's Witness and Exhibit List with Respect to Trial to Be Held on November 1, 2022</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)906 Objection to claim). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36 # 37 Exhibit 37 # 38 Exhibit 38 # 39 Exhibit 39 # 40 Exhibit 40 # 41 Exhibit 41 # 42 Exhibit 42 # 43 Exhibit 43 # 44 Exhibit 44 # 45 Exhibit 45 # 46 Exhibit 46 # 47 Exhibit 47 # 48 Exhibit 48 # 49 Exhibit 49 # 50 Exhibit 50 # 51 Exhibit 51 # 52 Exhibit 52 # 53 Exhibit 53 # 54 Exhibit 54 # 55 Exhibit 55 # 56 Exhibit 56 # 57 Exhibit 57 # 58 Exhibit 58 # 59 Exhibit 59 # 60 Exhibit 60 # 61 Exhibit 61 # 62 Exhibit 62 # 63 Exhibit 63 # 64 Exhibit 64 # 65 Exhibit 65 # 66 Exhibit 66 # 67 Exhibit 67 # 68 Exhibit 68 # 69 Exhibit 69 # 70 Exhibit 70 # 71 Exhibit 71 # 72 Exhibit 72 # 73 Exhibit 73 # 74 Exhibit 74 # 75 Exhibit 75 # 76 Exhibit 76 # 77 Exhibit 77 # 78 Exhibit 78 # 79 Exhibit 79 # 80 Exhibit 80 # 81 Exhibit 81 # 82 Exhibit 82 # 83 Exhibit 83 # 84 Exhibit 84 # 85 Exhibit 85 # 86 Exhibit 86 # 87 Exhibit 87 # 88 Exhibit 88 # 89 Exhibit 89 # 90 Exhibit 90 # 91 Exhibit 91 # 92 Exhibit 92 # 93 Exhibit 93 # 94 Exhibit 94 # 95 Exhibit 95 # 96 Exhibit 96 # 97 Exhibit 97 # 98 Exhibit 98 # 99 Exhibit 99 # 100 Exhibit 100 # 101 Exhibit 101 # 102 Exhibit 102) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/31/2022	<p>3599 (38 pgs) Amended Witness and Exhibit List (<i>NexPoint Real Estate Partners, LLC f/k/a HCRE Partners, LLC Witness and Exhibit List with respect to Evidentiary Hearing to be Held on November 1 and</i></p>

10/31/2022	<p>● 3600 (7 pgs) Certificate of service re: 1) Highlands Objection to Renewed Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support ; 2) Appendix in Support of Highlands Objection to Renewed Motion to Recuse Pursuant to 28 U.S.C. § 455 and Brief in Support ; and 3) Reorganized Debtors Amended Witness and Exhibit List with Respect to Trial to be Held on November 1, 2022 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3595 Response opposed to (related document(s): 3541 Motion to recuse Judge Stacey G. C. Jernigan filed by Interested Party James Dondero, 3570 Motion to recuse Judge Stacey G. C. Jernigan - AMENDED filed by Interested Party James Dondero) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 3596 Support/supplemental document (<i>Appendix in Support of Highland's Objection to Renewed Motion to Recuse Pursuant to 28 U.S.C. 455 and Brief in Support</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3595 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36) filed by Debtor Highland Capital Management, L.P., 3597 Amended Witness and Exhibit List (<i>Reorganized Debtor's Amended Witness and Exhibit List with Respect to Trial to Be Held on November 1, 2022</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3590 List (witness/exhibit/generic)). (Attachments: # 1 Exhibit 103) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/01/2022	<p>● 3601 (50 pgs) Transcript regarding Hearing Held 10/26/2022 (50 Pages) RE: AMENDED TRANSCRIPT Re: Motion to Conform Plan (#3503) (Replaces ECF #3594). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 01/30/2023. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 3586 Hearing held on 10/26/2022. (RE: related document(s)3503 Motion for leave, (Motion to Conform Plan) (related document(s) 1943 Order confirming chapter 11 plan) Filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz for Reorganized Debtor; L. Hogewood for 5 Funds; J. Ong for NexPoint Advisors and HCMFA; D. Draper for Dugaboy. Nonevidentiary hearing. Motion granted. Court to issue opinion explaining ruling.)). Transcript to be made available to the public on 01/30/2023. (Rehling, Kathy)</p>
11/01/2022	<p>● 3602 (10 pgs) Objection to (related document(s): 3520 Motion to quash (<i>The Highland Parties' Motion to Quash Subpoenas Served by The Dugaboy Investment Trust or for a Protective Order</i>) filed by Debtor Highland Capital Management, L.P.) filed by Creditor The Dugaboy Investment Trust. (Draper, Douglas)</p>
11/01/2022	<p>● 3603 (14 pgs) INCORRECT EVENT: attorney to refile. Motion for valuation <i>Reply in Support of Its Motion for Determination of Value</i> Filed by Creditor The Dugaboy Investment Trust (Draper, Douglas) Modified on 11/2/2022 (Ecker, C.).</p>
11/01/2022	<p>● 3604 Hearing held on 11/1/2022. (RE: related document(s)906 Objection to claim(s) of Creditor(s) Daniel Sheehan and Associates, PLLC; Dun & Bradstreet; Eastern Point Trust Company, Inc.; Collin County Tax Assessor/Collector; Collin County Tax Assessor/Collector; Dallas County; Opus 2 International Inc.; Andrew Parmentier; 4CAST Inc.; Advent Software Inc.; ConvergeOne, Inc.; Denton County; Internal Revenue Service; Kaufman County; Maples and Calder; McLagen Partners, Inc.; Microsoft Corporation and Microsoft Licensing GP, a Subsidiary of Microsoft Corporation; Moodys Analytics, Inc.; Quintairos, Prieto, Wood & Boyer; Advisors Equity Group, LLC; Eagle Equity Advisors, LLC; HCRE Partner, LLC; Highland Capital Management Fund Advisors; Highland Capital Management Fund Advisors; Highland Capital Management Services, Inc.; Highland Capital Management Services, Inc.; Highland Energy MLP Fund; Highland Fixed Income Fund; Highland Floating Rate Fund; Highland Funds I; Highland Funds II; Highland Global Allocation Fund; Highland Healthcare Opportunities Fund; Highland iBoxx Senior Loan ETF; Highland Income Fund HFRO; Highland Long/Short Equity Fund;</p>

	<p>Highland Merger Arbitrage Fund; Highland Opportunistic Credit Fund; Highland Small-Cap Equity Fund; Highland Socially Responsible Equity Fund; Highland Tax-Exempt Fund; Highland Total Return Fund; NexBank SSB; NexPoint Advisors, L.P.; NexPoint Advisors, L.P.; NexPoint Capital, Inc.; NexPoint Capital, Inc.; NexPoint Discount Strategies Fund; NexPoint Energy and Material Opportunities Fund; NexPoint Event-Driven Fund; NexPoint Healthcare Opportunities Fund; NexPoint Latin America Opportunities Fund; NexPoint Real Estate Strategies Fund; NexPoint Strategic Opportunities Fund; The Dugaboy Investment Trust; The Dugaboy Investment Trust; Bentley Callan; City of Garland; Clay Callan; Eastern Point Trust Company, Inc.; Garland Independent School District; Grayson County; HarbourVest 2017 Global Fund L.P.; HarbourVest 2017 Global AIF L.P.; HarbourVest Partners L.P. on behalf of funds and accounts under management; HarbourVest Dover Street IX Investment L.P.; HarbourVest Skew Base AIF L.P.; Hartman Wanzor LLP; Irving ISD; John Morris; John R. Watkins; Linear Technologies, Inc.; Mass. Dept. of Revenue; Mediant Communications Inc.; Oklahoma Tax Commission; Jun Park; Paul N. Adkins; Paul N. Adkins; Tarrant County; Theodore N. Dameris; Theodore N. Dameris; Weijun Zang; Anish Tailor; Mollie Boyce-Field; Charles Byrne; Donald Salvino; Ericka Garcia; Garman Turner Gordon; Joe Kingsley; Frederic Mason; TDA Associates, Inc.; Wilkinson Center.. Filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Morris and H. Winograd for Reorganized Debtor; C. Gamores and W. Carvell for Claimant, HCRE. Evidentiary hearing. Matter taken under advisement.) (Edmond, Michael)</p>
11/01/2022	<p>3605 (5 pgs) Objection to (related document(s): 3520 Motion to quash (<i>The Highland Parties' Motion to Quash Subpoenas Served by The Dugaboy Investment Trust or for a Protective Order</i>) filed by Debtor Highland Capital Management, L.P.) filed by Creditor Hunter Mountain Investment Trust. (Phillips, Louis)</p>
11/01/2022	<p>3606 (9 pgs) Reply to (related document(s): 3465 Response filed by Debtor Highland Capital Management, L.P.) filed by Creditor Hunter Mountain Investment Trust. (Phillips, Louis)</p>
11/01/2022	<p>3611 (1 pg) Court admitted exhibits date of hearing November 1, 2022 (RE: related document(s)906 Objection to claim(s) of Creditor(s) Daniel Sheehan and Associates, PLLC; Dun & Bradstreet; Eastern Point Trust Company, Inc.; Collin County Tax Assessor/Collector; Collin County Tax Assessor/Collector; Dallas County; Opus 2 International Inc.; Andrew Parmentier; 4CAST Inc.; Advent Software Inc.; ConvergeOne, Inc.; Denton County; Internal Revenue Service; Kaufman County; Maples and Calder; McLagen Partners, Inc.; Microsoft Corporation and Microsoft Licensing GP, a Subsidiary of Microsoft Corporation; Moodys Analytics, Inc.; Quintairos, Prieto, Wood & Boyer; Advisors Equity Group, LLC; Eagle Equity Advisors, LLC; HCRE Partner, LLC; Highland Capital Management Fund Advisors; Highland Capital Management Fund Advisors; Highland Capital Management Services, Inc.; Highland Capital Management Services, Inc.; Highland Energy MLP Fund; Highland Fixed Income Fund; Highland Floating Rate Fund; Highland Funds I; Highland Funds II; Highland Global Allocation Fund; Highland Healthcare Opportunities Fund; Highland iBoxx Senior Loan ETF; Highland Income Fund HFRO; Highland Long/Short Equity Fund; Highland Merger Arbitrage Fund; Highland Opportunistic Credit Fund; Highland Small-Cap Equity Fund; Highland Socially Responsible Equity Fund; Highland Tax-Exempt Fund; Highland Total Return Fund; NexBank SSB; NexPoint Advisors, L.P.; NexPoint Advisors, L.P.; NexPoint Capital, Inc.; NexPoint Capital, Inc.; NexPoint Discount Strategies Fund; NexPoint Energy and Material Opportunities Fund; NexPoint Event-Driven Fund; NexPoint Healthcare Opportunities Fund; NexPoint Latin America Opportunities Fund; NexPoint Real Estate Strategies Fund; NexPoint Strategic Opportunities Fund; The Dugaboy Investment Trust; The Dugaboy Investment Trust; Bentley Callan; City of Garland; Clay Callan; Eastern Point Trust Company, Inc.; Garland Independent School District; Grayson County; HarbourVest 2017 Global Fund L.P.; HarbourVest 2017 Global AIF L.P.; HarbourVest Partners L.P. on behalf of funds and accounts under management; HarbourVest Dover Street IX Investment L.P.; HarbourVest Skew Base AIF L.P.; Hartman Wanzor LLP; Irving ISD; John Morris; John R. Watkins; Linear Technologies, Inc.; Mass. Dept. of Revenue; Mediant Communications Inc.; Oklahoma Tax Commission; Jun Park; Paul N. Adkins; Paul N. Adkins; Tarrant County; Theodore N. Dameris; Theodore N. Dameris; Weijun Zang; Anish Tailor; Mollie Boyce-Field; Charles Byrne; Donald Salvino; Ericka Garcia; Garman Turner Gordon; Joe Kingsley; Frederic Mason; TDA Associates, Inc.; Wilkinson Center.. Filed by Debtor Highland Capital Management, L.P., (COURT ADMITTED EXHIBITS OF HCRE'S CLAIM; EXHIBITS #1 THROUGH #6 & #17 THROUGH #20; ADMITTED BY DOUGLAS WADE CARVELL AND CHARLES W. GAMEROS; AND COURT ADMITTED EXHIBITS OF THE DEBTOR HIGHLAND CAPITAL MGM., L.P., EXHIBITS #1 THROUGH #65, #71, #71, 73, #74 & #75 THROUGH #96 WITH THE EXCEPTION OF #93; EXHIBIT #103 OFFERED BY JOHN MORRIS). (Edmond, Michael) (Entered: 11/07/2022)</p>

11/02/2022	 3607 (14 pgs) Reply to (related document(s): 3465 Response filed by Debtor Highland Capital Management, L.P.) <i>Reply in support of its Motion for Determination of Value</i> filed by Creditor The Dugaboy Investment Trust. (Draper, Douglas)
11/03/2022	 3609 (1 pg) Request for transcript regarding a hearing held on 11/1/2022. The requested turn-around time is 3-day expedited (Jeng, Hawaii)
11/07/2022	  3612 (1 pg) PDF with attached Audio File. Court Date & Time [11/01/2022 08:43:54 AM]. File Size [141382 KB]. Run Time [10:06:02]. (admin).
11/07/2022	  3613 (1 pg) PDF with attached Audio File. Court Date & Time [11/01/2022 08:43:54 AM]. File Size [141382 KB]. Run Time [10:06:02]. (admin).
11/08/2022	 3614 (13 pgs) Reply to (related document(s): 3467 Response filed by Creditor Hunter Mountain Investment Trust, 3606 Reply filed by Creditor Hunter Mountain Investment Trust, 3607 Reply filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
11/08/2022	 3615 (8 pgs) Reply to (related document(s): 3602 Objection filed by Creditor The Dugaboy Investment Trust, 3605 Objection filed by Creditor Hunter Mountain Investment Trust) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
11/08/2022	 3616 (202 pgs) Transcript regarding Hearing Held 11/01/22 RE: Debtor's objection to HCRE's proof of claim. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 02/6/2023. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Susan Palmer, Palmer Reporting Services, Telephone number palmerrpt@aol.com, (209) 915-3065. (RE: related document(s) 3604 Hearing held on 11/1/2022. (RE: related document(s) 906 Objection to claim(s) of Creditor(s) Daniel Sheehan and Associates, PLLC; Dun & Bradstreet; Eastern Point Trust Company, Inc.; Collin County Tax Assessor/Collector; Collin County Tax Assessor/Collector; Dallas County; Opus 2 International Inc.; Andrew Parmentier; 4CAST Inc.; Advent Software Inc.; ConvergeOne, Inc.; Denton County; Internal Revenue Service; Kaufman County; Maples and Calder; McLagen Partners, Inc.; Microsoft Corporation and Microsoft Licensing GP, a Subsidiary of Microsoft Corporation; Moodys Analytics, Inc.; Quintairos, Prieto, Wood & Boyer; Advisors Equity Group, LLC; Eagle Equity Advisors, LLC; HCRE Partner, LLC; Highland Capital Management Fund Advisors; Highland Capital Management Fund Advisors; Highland Capital Management Services, Inc.; Highland Capital Management Services, Inc.; Highland Energy MLP Fund; Highland Fixed Income Fund; Highland Floating Rate Fund; Highland Funds I; Highland Funds II; Highland Global Allocation Fund; Highland Healthcare Opportunities Fund; Highland iBoxx Senior Loan ETF; Highland Income Fund HFRO; Highland Long/Short Equity Fund; Highland Merger Arbitrage Fund; Highland Opportunistic Credit Fund; Highland Small-Cap Equity Fund; Highland Socially Responsible Equity Fund; Highland Tax-Exempt Fund; Highland Total Return Fund; NexBank SSB; NexPoint Advisors, L.P.; NexPoint Advisors, L.P.; NexPoint Capital, Inc.; NexPoint Capital, Inc.; NexPoint Discount Strategies Fund; NexPoint Energy and Material Opportunities Fund; NexPoint Event-Driven Fund; NexPoint Healthcare Opportunities Fund; NexPoint Latin America Opportunities Fund; NexPoint Real Estate Strategies Fund; NexPoint Strategic Opportunities Fund; The Dugaboy Investment Trust; The Dugaboy Investment Trust; Bentley Callan; City of Garland; Clay Callan; Eastern Point Trust Company, Inc.; Garland Independent School District; Grayson County; HarbourVest 2017 Global Fund L.P.; HarbourVest 2017 Global AIF L.P.; HarbourVest Partners L.P. on behalf of funds and accounts under management; HarbourVest Dover Street IX Investment L.P.; HarbourVest Skew Base AIF L.P.; Hartman Wanzor LLP; Irving ISD; John Morris; John R. Watkins; Linear Technologies, Inc.; Mass. Dept. of Revenue; Mediant Communications Inc.; Oklahoma Tax Commission; Jun Park; Paul N. Adkins; Paul N. Adkins; Tarrant County; Theodore N. Dameris; Theodore N. Dameris; Weijun Zang; Anish Tailor; Mollie Boyce-Field; Charles Byrne; Donald Salvino; Ericka Garcia; Garman Turner Gordon; Joe Kingsley; Frederic Mason; TDA Associates, Inc.; Wilkinson Center.. Filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Morris and H. Winograd for Reorganized Debtor; C. Gamores and W. Carvell for

	Claimant, HC RE. Evidentiary hearing. Matter taken under advisement.)). Transcript to be made available to the public on 02/6/2023. (Palmer, Susan)
11/09/2022	<ul style="list-style-type: none"> ● 3617 (10 pgs) Certificate of service re: 1) Reply in Further Opposition to Valuation Motion; and 2) The Highland Parties Reply in Further Support of Motion to Quash Subpoenas Served by The Dugaboy Investment Trust or for a Protective Order Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3614 Reply to (related document(s): 3467 Response filed by Creditor Hunter Mountain Investment Trust, 3606 Reply filed by Creditor Hunter Mountain Investment Trust, 3607 Reply filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 3615 Reply to (related document(s): 3602 Objection filed by Creditor The Dugaboy Investment Trust, 3605 Objection filed by Creditor Hunter Mountain Investment Trust) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
11/10/2022	<ul style="list-style-type: none"> ● 3618 (5 pgs; 2 docs) Motion for leave to <i>File a Reply Brief in Excess of Page Limit</i> Filed by Interested Party James Dondero (Attachments: # 1 Proposed Order Granting Unopposed Motion for Leave to File Reply Brief in Excess of Page Limit) (Lang, Michael)
11/10/2022	<ul style="list-style-type: none"> ● 3619 (225 pgs; 2 docs) Motion for leave (<i>Highland Capital Management, L.P.'s Motion for Leave to File Post-Trial Brief and for Related Relief</i>) (related document(s) 3604 Hearing held) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Post-Trial Brief) (Annable, Zachery)
11/11/2022	<ul style="list-style-type: none"> ● 3620 (13 pgs) Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3474 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)
11/11/2022	<ul style="list-style-type: none"> ● 3621 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3620 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3474 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 12/8/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3620, (Annable, Zachery)
11/11/2022	<ul style="list-style-type: none"> ● 3622 (7 pgs) Certificate of service re: Highland Capital Management, L.P.s Motion for Leave to File Post-Trial Brief and for Related Relief Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3619 Motion for leave (<i>Highland Capital Management, L.P.'s Motion for Leave to File Post-Trial Brief and for Related Relief</i>) (related document(s) 3604 Hearing held) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Post-Trial Brief) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
11/15/2022	<ul style="list-style-type: none"> ● 3624 (1 pg) Request for transcript regarding a hearing held on 11/15/2022. The requested turn-around time is hourly. (Edmond, Michael)
11/15/2022	<ul style="list-style-type: none"> ● 3625 Hearing held on 11/15/2022. (RE: related document(s)3382 Motion for valuation; Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust, filed by Creditor The Dugaboy Investment Trust; (Appearances: D. Draper for Movant; L. Phillips for Hunter Mountain; J. Pomeranz and J. Morris for Reorganized Debtor. Nonevidentiary status conference. Court expressed concerns whether the valuation request requires an adversary proceeding. Parties have through 11:59 pm on 11/29/22 to submit one 20-page (maximum) brief solely dealing with the issue of whether an adversary proceeding is required for the valuation motion. Court will rule on the pleadings by mid-December. If court determines that no adversary proceeding is required, courtroom deputy will reach out to lawyers in mid-December to set valuation motion and motion to quash for hearing in mid-January.) (Edmond, Michael)
11/15/2022	<ul style="list-style-type: none"> ● 3626 Hearing held on 11/15/2022. (RE: related document(s)3520 Motion to quash (The Highland Parties' Motion to Quash Subpoenas Served by The Dugaboy Investment Trust or for a Protective Order), filed by Debtor Highland Capital Management, L.P.) (Appearances: D. Draper for Movant; L. Phillips for

	<p>Hunter Mountain, J. Pomeranz and J. Morris for Reorganized Debtor. Nonevidentiary status conference. Court expressed concerns whether the valuation request requires an adversary proceeding. Parties have through 11:59 pm on 11/29/22 to submit one 20-page (maximum) brief solely dealing with the issue of whether an adversary proceeding is required for the related valuation motion. Court will rule on the pleadings by mid-December. If court determines that no adversary proceeding is required, courtroom deputy will reach out to lawyers in mid-December to set valuation motion and motion to quash for hearing in mid-January.) (Edmond, Michael)</p>
11/16/2022	<p>3627 (31 pgs) Transcript regarding Hearing Held 11/15/2022 (31 pages) RE: Status Conferences Re: Valuation Motion (#3382) and Motion to Quash (#3520). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 02/14/2023. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 3625 Hearing held on 11/15/2022. (RE: related document(s)3382 Motion for valuation; Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust, filed by Creditor The Dugaboy Investment Trust; (Appearances: D. Draper for Movant; L. Phillips for Hunter Mountain; J. Pomeranz and J. Morris for Reorganized Debtor. Nonevidentiary status conference. Court expressed concerns whether the valuation request requires an adversary proceeding. Parties have through 11:59 pm on 11/29/22 to submit one 20-page (maximum) brief solely dealing with the issue of whether an adversary proceeding is required for the valuation motion. Court will rule on the pleadings by mid-December. If court determines that no adversary proceeding is required, courtroom deputy will reach out to lawyers in mid-December to set valuation motion and motion to quash for hearing in mid-January.), 3626 Hearing held on 11/15/2022. (RE: related document(s)3520 Motion to quash (The Highland Parties' Motion to Quash Subpoenas Served by The Dugaboy Investment Trust or for a Protective Order), filed by Debtor Highland Capital Management, L.P.) (Appearances: D. Draper for Movant; L. Phillips for Hunter Mountain; J. Pomeranz and J. Morris for Reorganized Debtor. Nonevidentiary status conference. Court expressed concerns whether the valuation request requires an adversary proceeding. Parties have through 11:59 pm on 11/29/22 to submit one 20-page (maximum) brief solely dealing with the issue of whether an adversary proceeding is required for the related valuation motion. Court will rule on the pleadings by mid-December. If court determines that no adversary proceeding is required, courtroom deputy will reach out to lawyers in mid-December to set valuation motion and motion to quash for hearing in mid-January.)). Transcript to be made available to the public on 02/14/2023. (Rehling, Kathy)</p>
11/16/2022	<p>3628 (15 pgs) Certificate of service re: 1) Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure ; and 2) Notice of Hearing re: Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3620 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3474 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3621 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3620 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3474 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 12/8/2022 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3620, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/17/2022	<p>3629 (57 pgs; 4 docs) WITHDRAWN at docket 3840. Motion to redact/restrict Redact (related document(s):3623) (Fee Amount \$26) filed by Interested Party James Dondero (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order) (Lang, Michael) Modified on 6/13/2023 (Ecker, C.).</p>
11/17/2022	<p>3630 (6 pgs; 2 docs) INCORRECT EVENT: Attorney to refile. Motion for leave <i>to File Reply in Support of Amended Renewed Motion to Recuse Under Seal</i> Filed by Interested Party James Dondero (Attachments: # 1 Proposed Order) (Lang, Michael) Modified on 11/18/2022 (Ecker, C.).</p>

11/18/2022	<p>● 3631 (1 pg) Clerk's correspondence requesting please refile using the ECF event: Motion "Motion to Seal" from attorney for interested party. (RE: related document(s)3630 INCORRECT EVENT: Attorney to refile. Motion for leave to <i>File Reply in Support of Amended Renewed Motion to Recuse Under Seal</i> Filed by Interested Party James Dondero (Attachments: # 1 Proposed Order) (Lang, Michael) Modified on 11/18/2022 (Ecker, C.) Responses due by 11/25/2022. (Ecker, C.)</p>
11/18/2022	<p>● 3632 (6 pgs; 2 docs) WITHDRAWN at #3840 Motion to file document under seal. Filed by Interested Party James Dondero (Attachments: # 1 Proposed Order) (Lang, Michael) Modified on 6/13/2023 (Ecker, C.).</p>
11/18/2022	<p>Receipt of filing fee for Motion to Redact/Restrict From Public View(19-34054-sgj11) [motion,mredact] (26.00). Receipt number A29973922, amount \$ 26.00 (re: Doc# 3629). (U.S. Treasury)</p>
11/22/2022	<p>● 3633 (2 pgs) Order granting Interested Party James Dondero's unopposed motion for leave to file reply brief in excess of page limit (related document # 3618) Entered on 11/22/2022. (Okafor, Marcey)</p>
11/22/2022	<p>● 3634 (2 pgs) Order granting Highland Capital Management, L.P.'s Motion for Leave to File Post-Trial Brief and for Related Relief (related document # 3619) Entered on 11/22/2022. (Okafor, Marcey)</p>
11/22/2022	<p>● 3635 (218 pgs) Brief in support filed by Debtor Highland Capital Management, L.P. (RE: related document(s)906 Objection to claim). (Annable, Zachery)</p>
11/23/2022	<p>● 3636 (6 pgs) Certificate of service re: 1) Order Granting Highland Capital Management, L.P.s Motion for Leave to File Post-Trial Brief and for Related Relief; and 2) Highland Capital Management, L.P.s Post-Trial Brief Addressing HCREs Executory Contract Defense Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3634 Order granting Highland Capital Management, L.P.'s Motion for Leave to File Post-Trial Brief and for Related Relief (related document 3619) Entered on 11/22/2022., 3635 Brief in support filed by Debtor Highland Capital Management, L.P. (RE: related document(s)906 Objection to claim). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/29/2022	<p>● 3637 (10 pgs) Brief in support filed by Creditor The Dugaboy Investment Trust (RE: related document(s)3382 Motion for valuation<i>Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i>). (Draper, Douglas)</p>
11/29/2022	<p>● 3638 (9 pgs) Brief in support filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)3382 Motion for valuation<i>Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i>). (Phillips, Louis)</p>
11/29/2022	<p>● 3639 (12 pgs) Brief in opposition filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3382 Motion for valuation<i>Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i>, 3533 Supplemental Motion for valuation<i>Supplemental and Amended Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i>). (Annable, Zachery)</p>
12/01/2022	<p>● 3640 (10 pgs) Certificate of service re: Highland Capital Management, L.P.s Brief Establishing the Need for an Adversary Proceeding to Obtain the Relief Sought in Valuation Motion Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3639 Brief in opposition filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3382 Motion for valuation<i>Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i>, 3533 Supplemental Motion for valuation<i>Supplemental and Amended Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust</i>). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
12/02/2022	<p>● 3641 (6 pgs) Response opposed to (related document(s): 3635 Brief filed by Debtor Highland Capital Management, L.P.) filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. (Gameros, Charles)</p>

12/05/2022	<p>● 3642 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3620 Motion to extend time to Remove Actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3474 Order on motion to extend/shorten time)). (Annable, Zachery)</p>
12/06/2022	<p>● 3643 (2 pgs) Order further extending period within which the Reorganized Debtor may remove actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure # 3620 Motion to extend time. Entered on 12/6/2022. (Okafor, Marcey)</p>
12/07/2022	<p>● 3644 (4 pgs) Reply to (related document(s): 3641 Response filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
12/07/2022	<p>● 3645 (6 pgs) Order denying motion for determination of the value of the estate and assets held by the claimant trust (related document # 3382), denying supplemental and amended motion for determination of the value of the estate and assets held by claimant trust (related document # 3533) Entered on 12/7/2022. (Okafor, Marcey)</p>
12/07/2022	<p>● 3646 (16 pgs) Certificate of service re: Order Further Extending Period Within Which the Reorganized Debtor May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Filed by Claims Agent Kurtzman Carson Consultants, LLC (related document(s)3643 Order further extending period within which the Reorganized Debtor may remove actions Pursuant to 28 USC 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure 3620 Motion to extend time. Entered on 12/6/2022.). (Kass, Albert)</p>
12/08/2022	<p>● 3647 (5 pgs) Certificate of service re: Highland Capital Management, L.P.s Reply to HCREs Post-Trial Brief [Docket No. 3641] Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3644 Reply to (related document(s): 3641 Response filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
12/15/2022	<p>● 3648 (27 pgs) Reply to (related document(s): 3595 Response filed by Debtor Highland Capital Management, L.P.) filed by Interested Party James Dondero. (Lang, Michael)</p>
01/04/2023	<p>● 3649 (1 pg) Clerk's correspondence requesting an order from attorney for interested party. (RE: related document(s)3629 Motion to redact/restrict Redact (related document(s):3623) (Fee Amount \$26) filed by Interested Party James Dondero (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order)) Responses due by 1/11/2023. (Ecker, C.)</p>
01/04/2023	<p>● 3650 (1 pg) Clerk's correspondence requesting an order from attorney for interested party. (RE: related document(s)3632 Motion to file document under seal. Filed by Interested Party James Dondero (Attachments: # 1 Proposed Order)) Responses due by 1/11/2023. (Ecker, C.)</p>
01/13/2023	<p>● 3651 (2 pgs) Notice of firm name change from Ross & Smith, PC to Ross, Smith & Binford, PC. (Smith, Frances)</p>
01/23/2023	<p>● 3652 (12 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 12/31/2022 filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)</p>
01/23/2023	<p>● 3653 (12 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 12/31/2022 filed by Other Professional Highland Claimant Trust. (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)</p>

01/31/2023	<p>● 3654 (1 pg) Clerk's correspondence **Second Request** requesting an order from attorney for interested party. (RE: related document(s)3629 Motion to redact/restrict Redact (related document(s):3623) (Fee Amount \$26) filed by Interested Party James Dondero (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order)) Responses due by 2/14/2023. (Ecker, C.)</p>
01/31/2023	<p>● 3655 (1 pg) Clerk's correspondence **Second Request** requesting an order from attorney for interested party. (RE: related document(s)3632 Motion to file document under seal. Filed by Interested Party James Dondero (Attachments: # 1 Proposed Order)) Responses due by 2/14/2023. (Ecker, C.)</p>
02/01/2023	<p>● 3656 (2 pgs) Order denying as moot The Highland Parties' motion to quash subpoena served by The Dugaboy Investment Trust or for a protective order (related document # 3520) Entered on 2/1/2023. (Okafor, Marcey)</p>
02/02/2023	<p>● 3657 (24 pgs; 2 docs) Objection to claim(s) of Creditor(s) Highland CLO Management, Ltd... Filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Proposed Order) (Annable, Zachery)</p>
02/02/2023	<p>● 3658 (17 pgs) DISTRICT COURT Opinion of USCA in accordance with USCA judgment re 47 Notice of Appeal filed by The Dugaboy Investment Trust, NexPoint Advisors LP, Highland Capital Management Fund Advisors LP. We DISMISS IN PART the appeal and AFFIRM the district courts judgment. re: appeal on appellate case number: 22-10189, DISMISSED IN PART and the judgment of the district court is AFFIRMED (RE: related document(s)2673 Notice of appeal filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., Creditor The Dugaboy Investment Trust). Civil case 3:21-cv-01895-D. Entered on 2/2/2023 (Whitaker, Sheniqua)</p>
02/02/2023	<p>● 3659 (4 pgs) DISTRICT COURT Order from circuit court re: appeal on appellate case number: 22-10189, AFFIRMED IN PART AND DISMISSED IN PART (RE: related document(s)2673 Notice of appeal filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., Creditor The Dugaboy Investment Trust). Civil case 3:21-cv-01895-D Entered on 2/2/2023 (Whitaker, Sheniqua)</p>
02/06/2023	<p>● 3662 (314 pgs; 2 docs) Motion for leave to <i>File Proceeding</i> Filed by Creditor The Dugaboy Investment Trust Objections due by 2/27/2023. (Attachments: # 1 Exhibit Exhibit A) (Deutsch-Perez, Deborah)</p>
02/07/2023	<p>● 3663 (18 pgs) Certificate of service re: Highland Capital Management, L.P.s Objection to Scheduled Claims 3.65 and 3.66 of Highland CLO Management, Ltd. Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3657 Objection to claim(s) of Creditor(s) Highland CLO Management, Ltd... Filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Proposed Order) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/10/2023	<p>● 3664 (13 pgs) Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3643 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
02/10/2023	<p>● 3665 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3664 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3643 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 3/7/2023 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3664, (Annable, Zachery)</p>
02/13/2023	<p>● 3666 (3 pgs) Notice of hearing filed by Hunter Mountain Investment Trust, The Dugaboy Investment Trust (RE: related document(s)3662 Motion for leave to <i>File Proceeding</i> Filed by Creditor The Dugaboy Investment Trust Objections due by 2/27/2023. (Attachments: # 1 Exhibit Exhibit A)). Hearing to be held on 4/24/2023 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3662, (Deutsch-Perez, Deborah)</p>

02/14/2023	<p>● 3667 (16 pgs) Certificate of service re: 1) Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure; and 2) Notice of Hearing re: Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3664 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3643 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3665 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3664 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3643 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 3/7/2023 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3664, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/16/2023	<p>● 3668 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3657 Objection to claim(s) of Creditor(s) Highland CLO Management, Ltd... Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order)). Hearing to be held on 3/29/2023 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3657, (Annable, Zachery)</p>
02/22/2023	<p>● 3669 (16 pgs) Certificate of service re: Notice of Hearing re: Highland Capital Management, L.P.s Objection to Scheduled Claims 3.65 and 3.66 of Highland CLO Management, Ltd. Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3668 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3657 Objection to claim(s) of Creditor(s) Highland CLO Management, Ltd... Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order)). Hearing to be held on 3/29/2023 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3657, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/22/2023	<p>● 3670 (16 pgs) Certificate of service re: (Amended) re 1) Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure; and 2) Notice of Hearing re: Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3664 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3643 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3665 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3664 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3643 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 3/7/2023 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3664, filed by Debtor Highland Capital Management, L.P., 3667 Certificate of service re: 1) Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure; and 2) Notice of Hearing re: Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3664 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3643 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3665 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3664 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3643 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 3/7/2023 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3664, filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>

02/27/2023	<ul style="list-style-type: none"> ● 3671 (19 pgs) Memorandum of Opinion and Order on Reorganized Debtor's Motion to Conform Plan (RE: related document(s)3503 Motion for leave filed by Debtor Highland Capital Management, L.P.). Entered on 2/27/2023 (Okafor, Marcey)
02/27/2023	<ul style="list-style-type: none"> ● 3672 (19 pgs) Order Granting Motion to Conform Plan and Orders that one change be made to the Plan to conform it to the mandate of the Fifth Circuit: revise the definition of Exculpated Parties as proposed in the Motion and no more. (related document # 3503) Entered on 2/27/2023. (Okafor, Marcey)
03/03/2023	<ul style="list-style-type: none"> ● 3673 (5 pgs) Brief in support filed by Interested Party James Dondero (RE: related document(s)3570 Motion to recuse Judge Stacey G. C. Jernigan - AMENDED). (Lang, Michael)
03/04/2023	<ul style="list-style-type: none"> ● 3674 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3664 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3643 Order on motion to extend/shorten time)). (Annable, Zachery)
03/06/2023	<ul style="list-style-type: none"> ● 3675 (36 pgs) Memorandum of Opinion and Order Denying Amended Renewed Motion to Recuse Pursuant to 28 U.S.C. Section 455 (RE: related document(s)3570 Motion to recuse Judge filed by Interested Party James Dondero). Entered on 3/6/2023 (Okafor, Marcey)
03/06/2023	<ul style="list-style-type: none"> ● 3676 (36 pgs) Order Denying Amended Renewed Motion to Recuse Pursuant to U.S.C. Section 455 (related document #3570) Entered on 3/6/2023. (Okafor, Marcey)
03/06/2023	<ul style="list-style-type: none"> ● Adversary case 3:22-ap-3052 closed Pursuant to LBR 9070-1, any exhibits that were admitted by the Court may be claimed and removed from the Clerks Office during the 60-day period following final disposition of a case by the attorney or party who introduced the exhibits. Any exhibit not removed within the 60-day period may be destroyed or otherwise disposed of by the Bankruptcy Clerk. (Ecker, C.)
03/07/2023	<ul style="list-style-type: none"> ● 3677 (2 pgs) Order further extending period within which the Reorganized Debtor may remove actions pursuant to 28 U.S.C. Section 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (related doc. #3664 Motion to extend time.) Entered on 3/7/2023. (Okafor, Marcey)
03/08/2023	<ul style="list-style-type: none"> ● 3678 (14 pgs) Certificate of service re: Order Further Extending Period Within Which the Reorganized Debtor May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3677 Order further extending period within which the Reorganized Debtor may remove actions pursuant to 28 U.S.C. Section 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (related doc. #3664 Motion to extend time.) Entered on 3/7/2023.). (Kass, Albert)
03/10/2023	<ul style="list-style-type: none"> ● Adversary case 3:21-ap-3020 closed Pursuant to LBR 9070-1, any exhibits that were admitted by the Court may be claimed and removed from the Clerks Office during the 60-day period following final disposition of a case by the attorney or party who introduced the exhibits. Any exhibit not removed within the 60-day period may be destroyed or otherwise disposed of by the Bankruptcy Clerk. (Ecker, C.)
03/10/2023	<ul style="list-style-type: none"> ● 3679 (3 pgs) Stipulation by Highland Capital Management, L.P. and The Dugaboy Investment Trust and Hunter Mountain Investment Trust. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3662 Motion for leave to <i>File Proceeding</i>). (Aigen, Michael)
03/10/2023	<ul style="list-style-type: none"> ● 3680 (1 pg) Notice of Appearance and Request for Notice by John Kendrick Turner filed by Creditor Dallas County COLEMAN COUNTY TAD KAUFMAN COUNTY UPSHUR COUNTY FANNIN CAD ROCKWALL CAD TARRANT COUNTY ALLEN ISD CITY OF ALLEN CITY OF RICHARDSON IRVING ISD GRAYSON COUNTY. (Turner, John) Modified on 3/14/2023 (Ecker, C.).

03/10/2023	<p>● 3681 (4 pgs) Stipulation by Highland Capital Management, L.P. and Highland CLO Management, Ltd.. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3657 Objection to claim). (Annable, Zachery)</p>
03/13/2023	<p>● 3682 (22 pgs; 2 docs) Notice of appeal . Fee Amount \$298 filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)3671 Memorandum of opinion, 3672 Order on motion for leave). Appellant Designation due by 03/27/2023. (Attachments: # 1 Exhibit A)(Rukavina, Davor)</p>
03/13/2023	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number A30244459, amount \$ 298.00 (re: Doc# 3682). (U.S. Treasury)</p>
03/14/2023	<p>● 3683 (11 pgs) Certificate of service re: Stipulation Extending Deadlines Related to Highland Capital Management, L.P.s Objection to Scheduled Claims 3.65 and 3.66 of Highland CLO Management, Ltd. Filed by Claims Agent Kurtzman Carson Consultants, LLC (related document(s)3681 Stipulation by Highland Capital Management, L.P. and Highland CLO Management, Ltd.. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3657 Objection to claim). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/15/2023	<p>● 3685 (120 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:23-cv-00573-E. (RE: related document(s)3682 Notice of appeal . filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)3671 Memorandum of opinion, 3672 Order on motion for leave). Appellant Designation due by 03/27/2023. (Attachments: # 1 Exhibit A) (Whitaker, Sheniqua)</p>
03/21/2023	<p>● 3686 (7 pgs) Order approving stipulation extending deadlines related to Highland Capital Management L.P.'s objection to scheduled claims 3.65 and 3.66 of Highland CLO Management, Ltd. (RE: related document(s)3681 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 3/21/2023 (Okafor, Marcey)</p>
03/21/2023	<p>● 3687 (3 pgs) Order approving stipulation to extend Reorganized Debtor's response date and Movants' reply date with respect to motion for leave to file proceeding (RE: related document(s)3679 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 3/21/2023 (Okafor, Marcey)</p>
03/22/2023	<p>● 3688 (9 pgs; 2 docs) Motion for Certification to Court of Appeals (<i>Joint Motion</i>) Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) (Berghman, Thomas)</p>
03/22/2023	<p>● 3689 (17 pgs) Certificate of service re: re 1) Order Approving Stipulation Extending Deadlines Related to Highland Capital Management, L.P.'s Objection to Scheduled Claims 3.65 and 3.66 of Highland CLO Management, Ltd.; and 2) Order Approving Stipulation to Extend Reorganized Debtor's Response Date and Movants' Reply Date with Respect to Motion for Leave to File Proceeding Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3686 Order approving stipulation extending deadlines related to Highland Capital Management L.P.'s objection to scheduled claims 3.65 and 3.66 of Highland CLO Management, Ltd. (RE: related document(s)3681 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 3/21/2023, 3687 Order approving stipulation to extend Reorganized Debtor's response date and Movants' reply date with respect to motion for leave to file proceeding (RE: related document(s)3679 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 3/21/2023). (Kass, Albert)</p>
03/22/2023	<p>● 3723 (4 pgs) DISTRICT COURT Opinion of USCA in accordance with USCA judgment re 22 Notice of Appeal filed by The Dugaboy Investment Trust.t re: appeal on appellate case number: 22-10831, AFFIRMED (RE: related document(s)2840 Notice of appeal filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust). Civil case 3:21-cv-02268-S Entered on 3/22/2023 (Whitaker, Sheniqua) (Entered: 04/06/2023)</p>

03/22/2023	<p>● 3724 (2 pgs) DISTRICT COURT JUDGMENT from circuit court re: appeal on appellate case number: 22-10831, AFFIRMED (RE: related document(s)2840 Notice of appeal filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust). Civil case 3:21-cv-02268-S Entered on 3/22/2023 (Whitaker, Sheniqua) (Entered: 04/06/2023)</p>
03/23/2023	<p>● 3690 (7 pgs) Certificate of service re: re Joint Motion for Certification of Direct Appeal to the Fifth Circuit of Order on Reorganized Debtors Motion to Conform Plan Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3688 Motion for Certification to Court of Appeals (<i>Joint Motion</i>) Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) filed by Debtor Highland Capital Management, L.P., Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P.). (Kass, Albert)</p>
03/25/2023	<p>● 3691 (213 pgs; 5 docs) INCORRECT EVENT: Attorney to refile. Support/supplemental document <i>ACIS CAPITAL MANAGEMENT, L.P.'S MOTION TO INTERVENE AND BRIEF IN SUPPORT</i> filed by Creditor Acis Capital Management, L.P. (RE: related document(s)247 Schedules). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D) (Bates, Shawn) Modified on 3/27/2023 (Ecker, C.).</p>
03/27/2023	<p>● 3692 (136 pgs; 3 docs) Response opposed to (related document(s): 3662 Motion for leave to <i>File Proceeding</i> filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (Annable, Zachery)</p>
03/27/2023	<p>● 3693 (3 pgs) Statement of issues on appeal, filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)3682 Notice of appeal, 3685 Notice of docketing notice of appeal/record). (Berghman, Thomas)</p>
03/27/2023	<p>● 3694 (3 pgs) Appellant designation of contents for inclusion in record on appeal filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)3682 Notice of appeal, 3685 Notice of docketing notice of appeal/record, 3693 Statement of issues on appeal). Appellee designation due by 04/10/2023. (Berghman, Thomas)</p>
03/27/2023	<p>● 3695 (213 pgs; 5 docs) Motion to intervene <i>and Brief in Support</i> filed by Creditor Acis Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D) (Bates, Shawn)</p>
03/28/2023	<p>● 3696 (2 pgs) Order of certification of direct appeal to the circuit court (RE: related document(s)3682 Notice of appeal filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P. and 3688 Motion for Certification to Court of Appeals (<i>Joint Motion</i>)) Entered on 3/28/2023 (<i>Okafor, Marcey</i>). MODIFIED linkage on 3/28/2023 (<i>Okafor, Marcey</i>).</p>
03/28/2023	<p>● 3697 (11 pgs) Certificate of service re: Response to Motion for Leave to File Proceeding Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3692 Response opposed to (related document(s): 3662 Motion for leave to <i>File Proceeding</i> filed by Creditor The Dugaboy Investment Trust) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/28/2023	<p>● 3698 (1 pg) Clerk's correspondence requesting file an amended designation from attorney for appellant . (RE: related document(s)3694 Appellant designation of contents for inclusion in record on appeal filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)3682 Notice of appeal, 3685 Notice of docketing notice of appeal/record, 3693 Statement of issues on appeal). Appellee designation due by 04/10/2023.) Responses due by 3/31/2023. (Blanco, J.)</p>
03/28/2023	<p>● 3699 (387 pgs; 6 docs) Motion for leave to <i>File Verified Adversary Proceeding</i> Filed by Creditor Hunter Mountain Investment Trust Objections due by 3/31/2023. (Attachments: # 1 Exhibit Exhibit 1 # 2</p>

	Exhibit Exhibit 2 # 1 Exhibit Exhibit 3 # 1 Exhibit Exhibit 4 # 1 Proposed Order Proposed Order (McEntire, Sawnie)
03/28/2023	3700 (7 pgs; 2 docs) Motion for expedited hearing(related documents 3699 Motion for leave) Filed by Creditor Hunter Mountain Investment Trust (Attachments: # 1 Proposed Order Proposed Order) (McEntire, Sawnie)
03/28/2023	3701 (3 pgs) Amended appellant designation of contents for inclusion in record on appeal filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s) 3694 Appellant designation). (Berghman, Thomas)
03/29/2023	3702 (14 pgs; 2 docs) INCORRECT ENTY; Notice of Motion to Stay and Response Plaintiff's Motion to Stay filed by Interested Party James Dondero, Get Good Trust, The Dugaboy Investment Trust. (Attachments: # 1 Proposed Order) (Hopkins, Jason) Modified on 3/30/2023 (Chambers, Deanna).
03/29/2023	3703 (8 pgs; 2 docs) INCORRECT ENTRY. Filed in error. Motion for expedited hearing(related documents 3702 Notice (generic)) <i>The Dondero Defendants' Motion to Stay and Response to Plaintiff's Motion to Stay</i> Filed by Interested Party James Dondero, Get Good Trust, The Dugaboy Investment Trust (Attachments: # 1 Proposed Order) (Hopkins, Jason) Modified on 3/30/2023 (Spelmon, T).
03/30/2023	3704 (5 pgs) Objection to (related document(s): 3700 Motion for expedited hearing(related documents 3699 Motion for leave) filed by Creditor Hunter Mountain Investment Trust) filed by Farallon Capital Management, LLC, Stonehill Capital Management LLC, Jessup Holdings LLC, Muck Holdings LLC. (Bailey, Christopher)
03/30/2023	3705 (3 pgs) Certificate AMENDED CERTIFICATE OF CONFERENCE filed by Creditor Hunter Mountain Investment Trust (RE: related document(s) 3699 Motion for leave to File Verified Adversary Proceeding). (McEntire, Sawnie)
03/30/2023	3706 (3 pgs) Certificate AMENDED CERTIFICATE OF CONFERENCE filed by Creditor Hunter Mountain Investment Trust (RE: related document(s) 3704 Objection). (McEntire, Sawnie)
03/30/2023	3707 (8 pgs) Response opposed to (related document(s): 3700 Motion for expedited hearing(related documents 3699 Motion for leave) filed by Creditor Hunter Mountain Investment Trust) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
03/30/2023	3708 (86 pgs; 9 docs) Declaration re: (<i>Declaration of John A. Morris in Support of the Highland Parties' Objection to Hunter Mountain Investment Trust's Opposed Application for Expedited Hearing on Emergency Motion for Leave to File Verified Adversary Proceeding</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3707 Response). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H) (Annable, Zachery)
03/30/2023	3709 (21 pgs) BNC certificate of mailing. (RE: related document(s) 3698 Clerk's correspondence requesting file an amended designation from attorney for appellant . (RE: related document(s) 3694 Appellant designation of contents for inclusion in record on appeal filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s) 3682 Notice of appeal, 3685 Notice of docketing notice of appeal/record, 3693 Statement of issues on appeal). Appellee designation due by 04/10/2023.) Responses due by 3/31/2023. (Blanco, J.) No. of Notices: 1. Notice Date 03/30/2023. (Admin.)
03/31/2023	3712 (7 pgs) Reply to (related document(s): 3704 Objection filed by Creditor Muck Holdings LLC, Creditor Jessup Holdings LLC, Creditor Stonehill Capital Management LLC, Creditor Farallon Capital Management, LLC, 3707 Response filed by Debtor Highland Capital Management, L.P.) and in Support of Application for Expedited Hearing filed by Creditor Hunter Mountain Investment Trust. (McEntire, Sawnie)

03/31/2023	<p>● 3713 (3 pgs) Order denying motion for expedited hearing (Related Doc# 3700) Entered on 3/31/2023. (Okafor, Marcey)</p>
04/03/2023	<p>● 3714 (17 pgs) INCORRECT ENTRY: REFILED WITH CORRECT LINKAGE AS DOC. 3715. Response opposed to (related document(s): 3704 Objection filed by Creditor Muck Holdings LLC, Creditor Jessup Holdings LLC, Creditor Stonehill Capital Management LLC, Creditor Farallon Capital Management, LLC) filed by Interested Party Highland CLO Management Ltd. (Deutsch-Perez, Deborah) Modified on 4/4/2023 (Tello, Chris).</p>
04/03/2023	<p>● 3715 (17 pgs) Response opposed to (related document(s): 3657 Objection to claim filed by Debtor Highland Capital Management, L.P.) <i>HCLOM Response to HCMLP Objection to Scheduled Claims 3.65 and 3.66</i> filed by Interested Party Highland CLO Management Ltd. (Deutsch-Perez, Deborah)</p>
04/03/2023	<p>● 3716 (1111 pgs; 20 docs) Support/supplemental document <i>Appendix in Support of HCLOM Response to HCMLP Objection to Scheduled Claims 3.65 and 3.66</i> filed by Interested Party Highland CLO Management Ltd (RE: related document(s) 3715 Response to objection to claim). (Attachments: # 1 Exhibit Exhibit 1 # 2 Exhibit Exhibit 2 # 3 Exhibit Exhibit 3 # 4 Exhibit Exhibit 4 # 5 Exhibit Exhibit 5 # 6 Exhibit Exhibit 6 # 7 Exhibit Exhibit 7 # 8 Exhibit Exhibit 8 # 9 Exhibit Exhibit 9 # 10 Exhibit Exhibit 10 # 11 Exhibit Exhibit 11 # 12 Exhibit Exhibit 12 # 13 Exhibit Exhibit 13 # 14 Exhibit Exhibit 14 # 15 Exhibit Exhibit 15 # 16 Exhibit Exhibit 16 # 17 Exhibit Exhibit 17 # 18 Exhibit Exhibit 18 # 19 Exhibit Exhibit 19) (Deutsch-Perez, Deborah)</p>
04/03/2023	<p>● 3717 (299 pgs; 11 docs) Response unopposed to (related document(s): 3657 Objection to claim filed by Debtor Highland Capital Management, L.P.) <i>ACIS CAPITAL MANAGEMENT, L.P.S RESPONSE TO SCHEDULED CLAIMS 3.65 AND 3.66 OF HIGHLAND CLO MANAGEMENT, LTD. SUBJECT TO PENDING MOTION TO INTERVENE</i> filed by Creditor Acis Capital Management, L.P.. (Attachments: # 1 Exhibit Ex. A # 2 Exhibit Ex. B # 3 Exhibit Ex. C # 4 Exhibit Ex. D # 5 Ex. E # 6 Exhibit Ex. G # 7 Exhibit Ex. H # 8 Exhibit Ex. I # 9 Exhibit Ex. J # 10 Exhibit Ex. L) (Cooke, Thomas)</p>
04/04/2023	<p>● 3718 (33 pgs; 5 docs) Motion for leave to appeal (related document(s): 3713 Order on motion for expedited hearing) Filed by Interested Party Hunter Mountain Trust Objections due by 4/7/2023. (Attachments: # 1 Exhibit Ex. 1 # 2 Exhibit Ex 2 # 3 Exhibit Ex 3 # 4 Proposed Order Prop Order) (McEntire, Sawnie)</p>
04/04/2023	<p>● 3719 (7 pgs; 2 docs) Motion for expedited hearing(related documents 3718 Motion for leave to appeal) Filed by Interested Party Hunter Mountain Trust (Attachments: # 1 Proposed Order Prop Order) (McEntire, Sawnie)</p>
04/05/2023	<p>● 3720 (2 pgs) Order denying Hunter Mountain Investment Trust's opposed motion for expedited hearing (Related Doc# 3719) Entered on 4/5/2023. (Okafor, Marcey)</p>
04/05/2023	<p>● 3721 (426 pgs; 3 docs) Notice of appeal . Fee Amount \$298 filed by Interested Party Hunter Mountain Trust (RE: related document(s) 3713 Order on motion (RE for expedited hearing). Appellant Designation due by 04/19/2023. (Attachments: # 1 Exhibit Order Denying Application for Expedited Hearing # 2 Exhibit HMIT Emergency Motion for Leave to File Interlocutory Appeal)(McEntire, Sawnie)</p>
04/05/2023	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number A30302491, amount \$ 298.00 (re: Doc# 3721). (U.S. Treasury)</p>
04/05/2023	<p>● 3722 (3 pgs) Motion to file document under seal.<i>ACIS CAPITAL MANAGEMENT, L.P.S MOTION FOR LEAVE TO FILE UNDER SEAL EXHIBITS F AND K TO ITS RESPONSE</i> Filed by Creditor Acis Capital Management, L.P. (Cooke, Thomas)</p>
04/06/2023	<p>● 3726 (431 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s) 3721 Notice of appeal . filed by Interested Party Hunter Mountain Trust (RE: related document(s) 3713 Order on motion</p>

	for expedited hearing). Appellant Designation due by 04/19/2023. (Attachments: # <u>1</u> Exhibit Order Denying Application for Expedited Hearing # <u>2</u> Exhibit HMIT Emergency Motion for Leave to File Interlocutory Appeal) (Attachments: # <u>1</u> Service List) (Whitaker, Sheniqua)
04/06/2023	<p>● 3730 (7 pgs) Certificate of service re: 1) The Highland Parties Objection to Hunter Mountain Investment Trusts Opposed Application for Expedited Hearing on Emergency Motion for Leave to File Verified Adversary Proceeding; and 2) Declaration of John A. Morris in Support of the Highland Parties Objection to Hunter Mountain Investment Trusts Opposed Application for Expedited Hearing on Emergency Motion for Leave to File Verified Adversary Proceeding Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3707 Response opposed to (related document(s): 3700 Motion for expedited hearing(related documents 3699 Motion for leave) filed by Creditor Hunter Mountain Investment Trust) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 3708 Declaration re: (<i>Declaration of John A. Morris in Support of the Highland Parties' Objection to Hunter Mountain Investment Trust's Opposed Application for Expedited Hearing on Emergency Motion for Leave to File Verified Adversary Proceeding</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3707 Response). (Attachments: # <u>1</u> Exhibit A # <u>2</u> Exhibit B # <u>3</u> Exhibit C # <u>4</u> Exhibit D # <u>5</u> Exhibit E # <u>6</u> Exhibit F # <u>7</u> Exhibit G # <u>8</u> Exhibit H) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/07/2023	<p>● 3731 (3 pgs) Notice of docketing transmittal of notice of appeal. Civil Action Number: 3:23-cv-00737-N. (RE: related document(s)3721 Notice of appeal . filed by Interested Party Hunter Mountain Trust (RE: related document(s)3713 Order on motion for expedited hearing). Appellant Designation due by 04/19/2023. (Attachments: # <u>1</u> Exhibit Order Denying Application for Expedited Hearing # <u>2</u> Exhibit HMIT Emergency Motion for Leave to File Interlocutory Appeal)) (Whitaker, Sheniqua)</p>
04/10/2023	<p>● 3732 (4 pgs; 2 docs) Stipulation by Acis Capital Management GP, LLC, Acis Capital Management, L.P., Highland CLO Management Ltd and Highland CLO Management, LTD.. filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P., Interested Party Highland CLO Management Ltd (RE: related document(s)3717 Response to objection to claim). (Attachments: # <u>1</u> Proposed Order) (Aigen, Michael)</p>
04/10/2023	<p>● 3733 (4 pgs) Omnibus Reply to (related document(s): 3715 Response to objection to claim filed by Interested Party Highland CLO Management Ltd, 3717 Response to objection to claim filed by Creditor Acis Capital Management, L.P.) (<i>Omnibus Reply in Further Support of Highland Capital Management, L.P.'s Objection to Scheduled Claims 3.65 and 3.66 of Highland CLO Management, Ltd.</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
04/10/2023	<p>● 3734 (4 pgs) INCORRECT ENTRY: Attorney to refile. Brief in support filed by Creditor Acis Capital Management, L.P. (RE: related document(s)3722 Motion to file document under seal.<i>ACIS CAPITAL MANAGEMENT, L.P.S MOTION FOR LEAVE TO FILE UNDER SEAL EXHIBITS F AND K TO ITS RESPONSE</i>). (Cooke, Thomas) Modified on 4/11/2023 (Ecker, C.).</p>
04/11/2023	<p>● 3779 (2 pgs) DISTRICT COURT Order denying motion for leave to appeal (related document # 3718) Entered on 4/11/2023. Civil Action No. 3:23-CV-737-N (Whitaker, Sheniqua) (Entered: 05/11/2023)</p>
04/12/2023	<p>● 3735 (5 pgs) Stipulation by Highland Capital Management, L.P. and Highland CLO Management, Ltd. and Acis Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3657 Objection to claim and 3695 Motion to intervene <i>and Brief in Support</i> filed by Creditor Acis Capital Management, L.P..). (Annable, Zachery). MODIFIED linkage on 4/12/2023 (Okafor, Marcey).</p>
04/13/2023	<p>● 3736 (8 pgs) Order approving Stipulation staying contested matter concerning Highland Capital Management L.P.'s objection to schedule claims 3.65 and 3.66 of Highland CLO Management, LTD and related matters (RE: related document(s)3695 Motion to intervene filed by Creditor Acis Capital Management, L.P.). Entered on 4/13/2023 (Okafor, Marcey)</p>

04/13/2023	<p>● 3737 (15 pgs) Certificate of service re: Omnibus Reply in Further Support of Highland Capital Management. L.P.s Objection to Scheduled Claims 3.65 and 3.66 of Highland CLO Management, Ltd. Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3733 Omnibus Reply to (related document(s): 3715 Response to objection to claim filed by Interested Party Highland CLO Management Ltd, 3717 Response to objection to claim filed by Creditor Acis Capital Management, L.P.) (<i>Omnibus Reply in Further Support of Highland Capital Management, L.P.'s Objection to Scheduled Claims 3.65 and 3.66 of Highland CLO Management, Ltd.</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/13/2023	<p>● 3738 (10 pgs; 2 docs) Motion to set hearing(related documents 3699 Motion for leave) (<i>Highland's Opposed Emergency Motion to Modify and Fix a Briefing Schedule and Set a Hearing Date with Respect to Hunter Mountain Investment Trust's Emergency Motion for Leave to File Verified Adversary Proceeding</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) (Annable, Zachery)</p>
04/13/2023	<p>● 3739 (8 pgs) Motion for expedited hearing(related documents 3738 Motion to set hearing) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
04/13/2023	<p>● 3740 (3 pgs) Joinder by Joinder to Highland's Emergency Motion to Modify and Fix Briefing Schedule and Set Hearing Date With Respect to Hunter Mountain Investment Trust's Emergency Motion for Leave to File Verified Adversary Proceeding filed by Farallon Capital Management, LLC, Jessup Holdings LLC, Muck Holdings LLC, Stonehill Capital Management LLC (RE: related document(s)3738 Motion to set hearing(related documents 3699 Motion for leave) (<i>Highland's Opposed Emergency Motion to Modify and Fix a Briefing Schedule and Set a Hearing Date with Respect to Hunter Mountain Investment Trust's Emergency Motion for Leav, 3739 Motion for expedited hearing(related documents 3738 Motion to set hearing</i>)). (Bailey, Christopher)</p>
04/13/2023	<p>● 3741 (5 pgs) Notice of hearing filed by Interested Party Hunter Mountain Trust (RE: related document(s)3699 Motion for leave to File Verified Adversary Proceeding Filed by Creditor Hunter Mountain Investment Trust Objections due by 3/31/2023. (Attachments: # 1 Exhibit Exhibit 1 # 2 Exhibit Exhibit 2 # 3 Exhibit Exhibit 3 # 4 Exhibit Exhibit 4 # 5 Proposed Order Proposed Order)). Hearing to be held on 4/24/2023 at 01:30 PM Dallas Judge Jernigan Ctrm for 3699, (McEntire, Sawnie)</p>
04/13/2023	<p>● 3742 (5 pgs) Amended Notice of hearing filed by Interested Party Hunter Mountain Trust (RE: related document(s)3699 Motion for leave to File Verified Adversary Proceeding Filed by Creditor Hunter Mountain Investment Trust Objections due by 3/31/2023. (Attachments: # 1 Exhibit Exhibit 1 # 2 Exhibit Exhibit 2 # 3 Exhibit Exhibit 3 # 4 Exhibit Exhibit 4 # 5 Proposed Order Proposed Order)). Hearing to be held on 4/24/2023 at 01:30 PM Dallas Judge Jernigan Ctrm for 3699, (McEntire, Sawnie)</p>
04/13/2023	<p>● 3743 (3 pgs) Motion to appear pro hac vice for Mark T. Stancil. Fee Amount \$100 Filed by Creditor James P. Seery Jr. (Robin, Lindsey)</p>
04/13/2023	<p>● 3744 (3 pgs) Motion to appear pro hac vice for Joshua S. Levy. Fee Amount \$100 Filed by Other Professional James P. Seery Jr. (Robin, Lindsey)</p>
04/13/2023	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number A30323645, amount \$ 100.00 (re: Doc# 3743). (U.S. Treasury)</p>
04/13/2023	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number A30323645, amount \$ 100.00 (re: Doc# 3744). (U.S. Treasury)</p>
04/13/2023	<p>● 3745 (3 pgs) Notice of Appearance and Request for Notice by Omar Jesus Alaniz filed by Other Professional James P. Seery Jr.. (Alaniz, Omar)</p>

04/14/2023	<p>● 3746 (4 pgs) Brief in support filed by Creditor Acis Capital Management, L.P. (RE: related document(s)3722 Motion to file document under seal.<i>ACIS CAPITAL MANAGEMENT, L.P.S MOTION FOR LEAVE TO FILE UNDER SEAL EXHIBITS F AND K TO ITS RESPONSE</i>). (Cooke, Thomas)</p>
04/15/2023	<p>● 3747 (2 pgs) Joinder by <i>James P. Seery Jr. to Highland's Emergency Motion to Modify and Fix Briefing Schedule and Set Hearing Date with Respect to Hunter Mountain Investment Trusts Emergency Motion for Leave to File Verified Adversary Proceeding</i> filed by Other Professional James P. Seery Jr. (RE: related document(s)3738 Motion to set hearing(related documents 3699 Motion for leave) (<i>Highland's Opposed Emergency Motion to Modify and Fix a Briefing Schedule and Set a Hearing Date with Respect to Hunter Mountain Investment Trust's Emergency Motion for Leav, 3739 Motion for expedited hearing(related documents 3738 Motion to set hearing)</i>). (Robin, Lindsey)</p>
04/17/2023	<p>● 3748 (3 pgs) Response unopposed to (related document(s): 3738 Motion to set hearing(related documents 3699 Motion for leave) (<i>Highland's Opposed Emergency Motion to Modify and Fix a Briefing Schedule and Set a Hearing Date with Respect to Hunter Mountain Investment Trust's Emergency Motion for Leav filed by Debtor Highland Capital Management, L.P.) filed by Interested Party Hunter Mountain Trust. (McEntire, Sawnie)</i></p>
04/17/2023	<p>● 3749 (15 pgs) Certificate of service re: re Stipulation Staying Contested Matter Concerning Highland Capital Management, L.P.s Objection to Scheduled Claims 3.65 and 3.66 of Highland CLO Management, Ltd. [DE # 3657] and Related Matters [DE # 3691] Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3735 Stipulation by Highland Capital Management, L.P. and Highland CLO Management, Ltd. and Acis Capital Management, L.P. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3657 Objection to claim and 3695 Motion to intervene <i>and Brief in Support</i> filed by Creditor Acis Capital Management, L.P.). (Annable, Zachery). MODIFIED linkage on 4/12/2023. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/17/2023	<p>● 3750 (11 pgs) Certificate of service re: 1) Highlands Opposed Emergency Motion to Modify and Fix a Briefing Schedule and Set a Hearing Date with Respect to Hunter Mountain Investment Trusts Emergency Motion for Leave to File Verified Adversary Proceeding; and 2) Highlands Emergency Motion to Expedite Hearing on Opposed Emergency Motion to Modify and Fix a Briefing Schedule and Set a Hearing Date with Respect to Hunter Mountain Investment Trusts Emergency Motion for Leave to File Verified Adversary Proceeding Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3738 Motion to set hearing(related documents 3699 Motion for leave) (<i>Highland's Opposed Emergency Motion to Modify and Fix a Briefing Schedule and Set a Hearing Date with Respect to Hunter Mountain Investment Trust's Emergency Motion for Leave to File Verified Adversary Proceeding</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) filed by Debtor Highland Capital Management, L.P., 3739 Motion for expedited hearing(related documents 3738 Motion to set hearing) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/19/2023	<p>● 3751 (3 pgs) Notice of Status Conference filed by Interested Party Hunter Mountain Trust (RE: related document(s)3699 Motion for leave <i>to File Verified Adversary Proceeding</i> Filed by Creditor Hunter Mountain Investment Trust Objections due by 3/31/2023. (Attachments: # 1 Exhibit Exhibit 1 # 2 Exhibit Exhibit 2 # 3 Exhibit Exhibit 3 # 4 Exhibit Exhibit 4 # 5 Proposed Order Proposed Order)). (McEntire, Sawnie)</p>
04/20/2023	<p>● 3752 (40 pgs; 3 docs) Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i> Filed by Strand Advisors, Inc., Get Good Trust, The Dugaboy Investment Trust, Interested Party James Dondero Objections due by 5/11/2023. (Attachments: # 1 Exhibit A # 2 Exhibit B) (Hopkins, Jason)</p>
04/20/2023	<p>● 3753 (3 pgs) Declaration re: <i>of Davor Rukavina in Support of The Dondero Defendants' Motion to Stay and to Compel Mediation</i> filed by Interested Party James Dondero, Get Good Trust, Strand Advisors, Inc., The Dugaboy Investment Trust (RE: related document(s)3752 Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i>). (Hopkins, Jason)</p>

04/20/2023	3754 (1 pg) Order granting motion to appear pro hac vice adding Mark Stancil for James P. Seery, Jr. (related document # 3743) Entered on 4/20/2023. (Rielly, Bill)
04/20/2023	3755 (1 pg) Order granting motion to appear pro hac vice adding Joshua Seth Levy for James P. Seery, Jr. (related document # 3744) Entered on 4/20/2023. (Rielly, Bill)
04/21/2023	3756 (15 pgs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 03/31/2023 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
04/21/2023	3757 (15 pgs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 03/31/2023 filed by Other Professional Highland Claimant Trust. (Annable, Zachery)
04/21/2023	3758 (9 pgs) Brief in support filed by Interested Party Hunter Mountain Trust (RE: related document(s) 3751 Notice (generic)). (McEntire, Sawnie)
04/21/2023	3759 (3 pgs) Notice of Rescheduling of Hearing filed by Interested Party Hunter Mountain Trust (RE: related document(s) 3699 Motion for leave to File Verified Adversary Proceeding Filed by Creditor Hunter Mountain Investment Trust Objections due by 3/31/2023. (Attachments: # 1 Exhibit Exhibit 1 # 2 Exhibit Exhibit 2 # 3 Exhibit Exhibit 3 # 4 Exhibit Exhibit 4 # 5 Proposed Order Proposed Order)). (McEntire, Sawnie)
04/21/2023	3761 (9 pgs) Objection to (related document(s): 3751 Notice (generic) filed by Interested Party Hunter Mountain Trust) filed by Interested Party Hunter Mountain Trust . (Ecker, C.) (Entered: 04/24/2023)
04/23/2023	3760 (45 pgs; 2 docs) Support/supplemental document to <i>Hunter Mountain Investment Trust's Emergency Motion for Leave to File Verified Adversary Proceeding</i> filed by Interested Party Hunter Mountain Trust (RE: related document(s) 3699 Motion for leave to File Verified Adversary Proceeding). (Attachments: # 1 Exhibit Verified Adversary Complaint) (McEntire, Sawnie)
04/24/2023	3762 (1 pg) Request for transcript regarding a hearing held on 4/24/2023. The requested turn-around time is hourly. (Edmond, Michael)
04/24/2023	3763 Hearing held on 4/24/2023. (RE: related document(s) 3662 Motion for leave to File Proceeding, filed by Creditor The Dugaboy Investment Trust.) (Appearances: D. Deitsch-Perez for Movants; J. Morris for Reorganized Debtor. Nonevidentiary hearing. Motion will either be withdrawn or resolved with an agreed order (Reorganized Debtor has provided documentation to Movants which was filed on docket 4/21/23; parties agree no leave of court is necessary for a declaratory judgment regarding valuation). (Edmond, Michael)
04/24/2023	3764 Hearing held on 4/24/2023. (RE: related document(s) 3699 Motion for leave to File Verified Adversary Proceeding filed by Creditor Hunter Mountain Investment Trust.) (Appearances: S. McEntire and R. McClary for Movant; J. Morris for Reorganized Debtor; M. Stancil and O. Alaniz for J. Seery; B. McIlwaine for claims purchasers. Nonevidentiary status conference. Court announced scheduling order that contemplates a May 11 deadline for objections with briefs; a May 18 deadline for a reply with briefing; and a hearing June 8 at 9:30 am (court to notify parties shortly after May 18 whether evidence will be allowed). No other pleadings should be filed except witness and exhibit lists (3 days before hearing) if evidence is allowed. Parties should upload a scheduling order that reflects this.) (Edmond, Michael)
04/25/2023	3765 (62 pgs) Transcript regarding Hearing Held 04/24/2023 before Judge Stacey G.C. Jernigan (62 pages) RE: Dugaboy Investment Trust and Hunter Mountain Investment Trust's Motion for Leave to File Proceeding (3662) and Status Conference re: Motion for Leave to File Verified Adversary Proceeding filed by Creditor Hunter Mountain Investment Trust (3699). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF

	<p>FILING. TRANSCRIPT RELEASE DATE IS 07/24/2023. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 3763 Hearing held on 4/24/2023. (RE: related document(s) 3662 Motion for leave to File Proceeding, filed by Creditor The Dugaboy Investment Trust.) (Appearances: D. Deitsch-Perez for Movants; J. Morris for Reorganized Debtor. Nonevidentiary hearing. Motion will either be withdrawn or resolved with an agreed order (Reorganized Debtor has provided documentation to Movants which was filed on docket 4/21/23; parties agree no leave of court is necessary for a declaratory judgment regarding valuation)., 3764 Hearing held on 4/24/2023. (RE: related document(s) 3699 Motion for leave to File Verified Adversary Proceeding filed by Creditor Hunter Mountain Investment Trust.) (Appearances: S. McEntire and R. McClary for Movant; J. Morris for Reorganized Debtor; M. Stancil and O. Alaniz for J. Seery; B. McIlwaine for claims purchasers. Nonevidentiary status conference. Court announced scheduling order that contemplates a May 11 deadline for objections with briefs; a May 18 deadline for a reply with briefing; and a hearing June 8 at 9:30 am (court to notify parties shortly after May 18 whether evidence will be allowed). No other pleadings should be filed except witness and exhibit lists (3 days before hearing) if evidence is allowed. Parties should upload a scheduling order that reflects this.)). Transcript to be made available to the public on 07/24/2023. (Rehling, Kathy)</p>
04/28/2023	<p> 3766 (39 pgs) Memorandum of opinion regarding Debtor's objection to proof of claim #146 (RE: related document(s) 906 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 4/28/2023 (Okafor, Marcey)</p>
04/28/2023	<p> 3767 (39 pgs) Order sustaining Debter's objection to, and disallowing, proof of claim number 146 (RE: related document(s) 906 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 4/28/2023 (Okafor, Marcey)</p>
05/02/2023	<p> 3769 (1 pg) Transmittal of record on appeal to U.S. District Court . Complete record on appeal . , Transmitted: Volume 1, Mini Record. Number of appellant volumes: 3 . Civil Case Number: 3:23-CV-00573E (RE: related document(s) 3682 Notice of appeal (RE: related document(s) 3671 Memorandum of opinion, 3672 Order on motion for leave). (Blanco, J.)</p>
05/02/2023	<p> 3770 (1 pg) Notice of docketing COMPLETE record on appeal. 3:23-cv-00573-E (RE: related document(s) 3682 Notice of appeal < (RE: related document(s) 3671 Memorandum of opinion, 3672 Order on motion for leave).) (Blanco, J.)</p>
05/04/2023	<p> 3771 (2 pgs) Notice of Withdrawal of Motion for Leave to File Proceeding filed by Hunter Mountain Investment Trust, The Dugaboy Investment Trust (RE: related document(s) 3662 Motion for leave to File Proceeding Filed by Creditor The Dugaboy Investment Trust Objections due by 2/27/2023. (Attachments: # 1 Exhibit Exhibit A)). (Deitsch-Perez, Deborah)</p>
05/10/2023	<p>  3772 (1 pg) PDF with attached Audio File. Court Date & Time [04/24/2023 02:23:07 PM]. File Size [10249 KB]. Run Time [01:32:41]. (admin).</p>
05/10/2023	<p> 3773 (13 pgs) Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 3677 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
05/10/2023	<p> 3774 (5 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3773 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 3677 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/8/2023 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3773, (Annable, Zachery)</p>
05/10/2023	<p> 3775 (5 pgs; 2 docs) Stipulation by Hunter Mountain Investment Trust, The Dugaboy Investment Trust and Highland Capital Management, L.P.. filed by Hunter Mountain Investment Trust, The Dugaboy Investment Trust (RE: related document(s) 3662 Motion for leave to File Proceeding). (Attachments: # 1</p>

	Proposed Order Granting Stipulation Withdrawing Movants' Motion for Leave to File Proceeding [Dkt. No. 3662]) (Aigen, Michael)
05/10/2023	3776 (4 pgs) Stipulation by James Dondero, Get Good Trust, Strand Advisors, Inc. and Highland Capital Management, L.P.. filed by Interested Party James Dondero, Get Good Trust, Strand Advisors, Inc. (RE: related document(s) 3752 Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i>). (Hopkins, Jason)
05/10/2023	3777 (7 pgs; 2 docs) Notice of hearing filed by Interested Party James Dondero, Get Good Trust, Strand Advisors, Inc. (RE: related document(s) 3752 Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i> Filed by Strand Advisors, Inc., Get Good Trust, The Dugaboy Investment Trust, Interested Party James Dondero Objections due by 5/11/2023. (Attachments: # 1 Exhibit A # 2 Exhibit B)). Hearing to be held on 6/26/2023 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3752 , (Attachments: # 1 Exhibit A) (Hopkins, Jason)
05/10/2023	3778 (28 pgs) Adversary case 23-03038. Complaint by Dugaboy Investment Trust, Hunter Mountain Investment Trust against Highland Capital Management, L.P. and Highland Claimant Trust. Fee Amount \$350. Nature(s) of suit: 91 (Declaratory judgment). (Deitsch-Perez, Deborah) Modified to add Defendant Highland Claimant Trust on 5/11/2023 (Okafor, Marcey).
05/11/2023	3780 (28 pgs) Objection to (related document(s): 3699 Motion for leave to File Verified Adversary Proceeding filed by Creditor Hunter Mountain Investment Trust) <i>Objection to Hunter Mountain Investment Trusts (i) Emergency Motion for Leave to File Verified Adversary Proceeding; and (ii) Supplement to Emergency Motion for Leave to File Verified Adversary Proceeding</i> filed by Farallon Capital Management, LLC, Jessup Holdings LLC, Muck Holdings LLC, Stonehill Capital Management LLC. (Bailey, Christopher)
05/11/2023	3781 (5 pgs) Order granting motion to set hearing (related document # 3738) Hearing to be held on 6/8/2023 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3699 Emergency Motion for Leave to File Verified Adversary Proceeding and 3670 Supplement to Emergency Motion for Leave to File Verified Adversary Proceeding. Entered on 5/11/2023. (Okafor, Marcey)
05/11/2023	3782 (16 pgs) Certificate of service re: 1) Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure; and 2) Notice of Hearing re: Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3773 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 3677 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 3774 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3773 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 3677 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/8/2023 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3773 , filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
05/11/2023	3783 (74 pgs) Joint Response opposed to (related document(s): 3699 Motion for leave to File Verified Adversary Proceeding filed by Creditor Hunter Mountain Investment Trust) filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr.. (Annable, Zachery)
05/11/2023	3784 (1128 pgs; 47 docs) Declaration re: (<i>Declaration of John A. Morris in Support of Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr.'s Joint Opposition to Hunter Mountain Investment Trust's Motion for Leave to File Verified Adversary Proceeding</i>) filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr. (RE: related document(s) 3783 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4







	<p># 5 Exhibit 5 (part 1) # 6 Exhibit 5 (part 2) # 7 Exhibit 6 # 8 Exhibit 7 # 9 Exhibit 8 # 10 Exhibit 9 # 11 Exhibit 10 # 12 Exhibit 11 # 13 Exhibit 12 # 14 Exhibit 13 # 15 Exhibit 14 # 16 Exhibit 15 # 17 Exhibit 16 # 18 Exhibit 17 # 19 Exhibit 18 # 20 Exhibit 19 # 21 Exhibit 20 # 22 Exhibit 21 # 23 Exhibit 22 # 24 Exhibit 23 # 25 Exhibit 24 # 26 Exhibit 25 # 27 Exhibit 26 # 28 Exhibit 27 # 29 Exhibit 28 # 30 Exhibit 29 # 31 Exhibit 30 # 32 Exhibit 31 # 33 Exhibit 31a # 34 Exhibit 32 # 35 Exhibit 33 # 36 Exhibit 34 # 37 Exhibit 35 # 38 Exhibit 36 # 39 Exhibit 37 # 40 Exhibit 38 # 41 Exhibit 39 # 42 Exhibit 40 # 43 Exhibit 41 # 44 Exhibit 42 # 45 Exhibit 43 # 46 Exhibit 44) (Annable, Zachery)</p>
05/18/2023	<p>● 3785 (47 pgs) Reply to (related document(s): 3780 Objection filed by Creditor Muck Holdings LLC, Creditor Jessup Holdings LLC, Creditor Stonehill Capital Management LLC, Creditor Farallon Capital Management, LLC, 3783 Response filed by Debtor Highland Capital Management, L.P., Creditor James P. Seery, Other Professional James P. Seery, Other Professional Highland Claimant Trust) <i>in Support of Emergency Motion for Leave to File Adversary Proceeding</i> filed by Interested Party Hunter Mountain Trust. (McEntire, Sawnie)</p>
05/18/2023	<p>● 3829 (15 pgs) DISTRICT COURT MEMORANDUM OPINION AND ORDER: The Court finds that the bankruptcy court did not abuse its discretion in denying CLO Holdco's amendment to its proof of claim. Accordingly, the bankruptcy court's denial of CLO Holdco's Motion to Ratify is AFFIRMED. The appeal is DISMISSED WITH PREJUDICE. (Ordered by Judge Jane J Boyle on 5/18/2023) re: appeal on Civil Action number: 3:22-cv-02051-B, AFFIRMED and DISMISSED with prejudice (RE: related document(s)3457 Order on motion (generic)). Entered on 5/18/2023 (Whitaker, Sheniqua) (Entered: 06/08/2023)</p>
05/22/2023	<p>● 3786 (9 pgs) Certificate of service re: 1) Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr.s Joint Opposition to Hunter Mountain Investment Trusts Motion for Leave to File Verified Adversary Proceeding; and 2) Declaration of John A. Morris in Support of Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr.s Joint Opposition to Hunter Mountain Investment Trusts Motion for Leave to File Verified Adversary Proceeding Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3783 Joint Response opposed to (related document(s): 3699 Motion for leave <i>to File Verified Adversary Proceeding</i> filed by Creditor Hunter Mountain Investment Trust) filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr.. filed by Debtor Highland Capital Management, L.P., Creditor James P. Seery, Other Professional James P. Seery, Other Professional Highland Claimant Trust, 3784 Declaration re: (<i>Declaration of John A. Morris in Support of Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr.'s Joint Opposition to Hunter Mountain Investment Trust's Motion for Leave to File Verified Adversary Proceeding</i>) filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr. (RE: related document(s)3783 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 (part 1) # 6 Exhibit 5 (part 2) # 7 Exhibit 6 # 8 Exhibit 7 # 9 Exhibit 8 # 10 Exhibit 9 # 11 Exhibit 10 # 12 Exhibit 11 # 13 Exhibit 12 # 14 Exhibit 13 # 15 Exhibit 14 # 16 Exhibit 15 # 17 Exhibit 16 # 18 Exhibit 17 # 19 Exhibit 18 # 20 Exhibit 19 # 21 Exhibit 20 # 22 Exhibit 21 # 23 Exhibit 22 # 24 Exhibit 23 # 25 Exhibit 24 # 26 Exhibit 25 # 27 Exhibit 26 # 28 Exhibit 27 # 29 Exhibit 28 # 30 Exhibit 29 # 31 Exhibit 30 # 32 Exhibit 31 # 33 Exhibit 31a # 34 Exhibit 32 # 35 Exhibit 33 # 36 Exhibit 34 # 37 Exhibit 35 # 38 Exhibit 36 # 39 Exhibit 37 # 40 Exhibit 38 # 41 Exhibit 39 # 42 Exhibit 40 # 43 Exhibit 41 # 44 Exhibit 42 # 45 Exhibit 43 # 46 Exhibit 44) filed by Debtor Highland Capital Management, L.P., Creditor James P. Seery, Other Professional James P. Seery, Other Professional Highland Claimant Trust). (Kass, Albert)</p>
05/22/2023	<p>● 3787 (2 pgs) Order pertaining to the hearing on motion for leave to file adversary proceeding (RE: related document(s)3699 Motion for leave filed by Creditor Hunter Mountain Investment Trust, 3760 Support/supplemental document filed by Interested Party Hunter Mountain Trust). Entered on 5/22/2023 (Rielly, Bill)</p>
05/24/2023	<p>● 3788 (94 pgs; 6 docs) Motion to shorten time to Expedited Discovery Filed by Interested Party Hunter Mountain Trust (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit # 5 Exhibit) (McEntire, Sawnie)</p>

05/24/2023	<p>● 3789 (5 pgs) Motion for expedited hearing(related documents 3788 Motion to extend/shorten time) Filed by Interested Party Hunter Mountain Trust (McEntire, Sawnie)</p>
05/24/2023	<p>● 3790 (23 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)3787 Order pertaining to the hearing on motion for leave to file adversary proceeding (RE: related document(s)3699 Motion for leave filed by Creditor Hunter Mountain Investment Trust, 3760 Support/supplemental document filed by Interested Party Hunter Mountain Trust). Entered on 5/22/2023) No. of Notices: 1. Notice Date 05/24/2023. (Admin.)</p>
05/25/2023	<p>● 3791 (94 pgs; 6 docs) Motion to continue hearing on (related documents 3760 Support/supplemental document)<i>in the Alternative</i> Filed by Interested Party Hunter Mountain Trust (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit # 5 Exhibit) (McEntire, Sawnie)</p>
05/25/2023	<p>● 3792 (1 pg) Order setting expedited hearing (RE: related document(s)3788 Motion to extend/shorten time filed by Interested Party Hunter Mountain Trust, 3789 Motion for expedited hearing filed by Interested Party Hunter Mountain Trust, 3791 Motion to continue filed by Interested Party Hunter Mountain Trust). Hearing to be held on 5/26/2023 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3788 and for 3791 and for 3789, Entered on 5/25/2023 (Rielly, Bill)</p>
05/25/2023	<p>● 3795 (8 pgs) Objection to (related document(s): 3788 Motion to shorten time to Expedited Discovery filed by Interested Party Hunter Mountain Trust, 3791 Motion to continue hearing on (related documents 3760 Support/supplemental document)<i>in the Alternative</i> filed by Interested Party Hunter Mountain Trust) <i>Objection to Hunter Mountain Investment Trust's Emergency Motion for Expedited Discovery or, Alternatively, for Continuance of June 8, 2023 Hearing</i> filed by Farallon Capital Management, LLC, Jessup Holdings LLC, Muck Holdings LLC, Stonehill Capital Management LLC. (Bailey, Christopher)</p>
05/25/2023	<p>● 3796 (21 pgs) Response opposed to (related document(s): 3752 Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i> filed by Interested Party James Dondero, Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, Creditor Strand Advisors, Inc.) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust. (Annable, Zachery)</p>
05/25/2023	<p>● 3797 (477 pgs; 7 docs) Declaration re: (<i>Declaration of John A. Morris in Support of Highland Parties' Objection to Motion to Stay and Motion to Compel Mediation</i>) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust (RE: related document(s)3796 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) (Annable, Zachery)</p>
05/25/2023	<p>● 3798 (20 pgs; 2 docs) Joint Response opposed to (related document(s): 3788 Motion to shorten time to Expedited Discovery filed by Interested Party Hunter Mountain Trust, 3791 Motion to continue hearing on (related documents 3760 Support/supplemental document)<i>in the Alternative</i> filed by Interested Party Hunter Mountain Trust) filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr.. (Attachments: # 1 Exhibit 1) (Stancil, Mark)</p>
05/26/2023	<p>● 3799 (1 pg) Request for transcript regarding a hearing held on 5/26/2023. The requested turn-around time is hourly. (Edmond, Michael)</p>
05/26/2023	<p>● 3800 (2 pgs) Order Granting In Part Hunter Mountain Investment Trust's Emergency motion for Expedited Discovery (related document #3788) and Denying Motion to Continue June 8, 2023 Hearing (related document # 3791) Entered on 5/26/2023. (Okafor, Marcey)</p>
05/26/2023	<p>● 3825 Hearing held on 5/26/2023. (RE: related document(s)3789 Motion for expedited hearing(related documents 3788 Motion to extend/shorten time) filed by Interested Party Hunter Mountain Trust), (Appearances: S. McEntyre for HMIT; J. Morris for Highland; J. Levy and M. Stancil for J. Seery; B.</p>

	McIlwaine for Claims Purchasers. Nonevidentiary hearing. Court issued parameters for 6/8/23 hearing.) (Edmond, Michael) (Entered: 06/08/2023)
05/26/2023	● 3826 Hearing held on 5/26/2023. (RE: related document(s) 3791 Motion to continue hearing on (related documents 3760 Support/supplemental document) in the Alternative filed by Interested Party Hunter Mountain Trust (Appearances: S. McEntyre for HMIT; J. Morris for Highland; J. Levy and M. Stancil for J. Seery; B. McIlwaine for Claims Purchasers. Nonevidentiary hearing. Motion denied.) (Edmond, Michael) (Entered: 06/08/2023)
05/26/2023	● 3827 Hearing held on 5/26/2023. (RE: related document(s) 3788 Motion to shorten time to Expedited Discovery Filed by Interested Party Hunter Mountain Trust, (Appearances: S. McEntyre for HMIT; J. Morris for Highland; J. Levy and M. Stancil for J. Seery; B. McIlwaine for Claims Purchasers. Nonevidentiary hearing. Motion granted in part.) (Edmond, Michael) (Entered: 06/08/2023)
05/28/2023	● 3801 (23 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 3800 Order Granting In Part Hunter Mountain Investment Trust's Emergency motion for Expedited Discovery (related document # 3788) and Denying Motion to Continue June 8, 2023 Hearing (related document 3791) Entered on 5/26/2023.) No. of Notices: 1. Notice Date 05/28/2023. (Admin.)
05/31/2023	● 3802 (20 pgs) Motion to compel Forensic Imaging of James P Seery, Jr.'s iPhone. Filed by Creditor The Dugaboy Investment Trust Objections due by 6/21/2023. (Aigen, Michael)
05/31/2023	● 3803 (30 pgs; 5 docs) Declaration re: <i>Declaration of Hartmann in Support of Motion to Compel</i> filed by Creditor The Dugaboy Investment Trust (RE: related document(s) 3802 Motion to compel Forensic Imaging of James P Seery, Jr.'s iPhone.). (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit) (Aigen, Michael)
05/31/2023	● 3804 (33 pgs; 2 docs) Declaration re: <i>Declaration of Laykin in Support of Motion to Compel</i> filed by Creditor The Dugaboy Investment Trust (RE: related document(s) 3802 Motion to compel Forensic Imaging of James P Seery, Jr.'s iPhone.). (Attachments: # 1 Exhibit) (Aigen, Michael)
05/31/2023	● 3805 (8 pgs; 2 docs) Declaration re: <i>Declaration of Smith in Support of Motion to Compel</i> filed by Creditor The Dugaboy Investment Trust (RE: related document(s) 3802 Motion to compel Forensic Imaging of James P Seery, Jr.'s iPhone.). (Attachments: # 1 Exhibit) (Aigen, Michael)
05/31/2023	● 3806 (6 pgs) Declaration re: <i>Declaration of Aigen in Support of Motion to Compel</i> filed by Creditor The Dugaboy Investment Trust (RE: related document(s) 3802 Motion to compel Forensic Imaging of James P Seery, Jr.'s iPhone.). (Aigen, Michael)
05/31/2023	● 3807 (1291 pgs; 34 docs) Support/supplemental document <i>Appendix in Support of Motion to Compel</i> filed by Creditor The Dugaboy Investment Trust (RE: related document(s) 3802 Motion to compel Forensic Imaging of James P Seery, Jr.'s iPhone.). (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit # 5 Exhibit # 6 Exhibit # 7 Exhibit # 8 Exhibit # 9 Exhibit # 10 Exhibit # 11 Exhibit # 12 Exhibit # 13 Exhibit # 14 Exhibit # 15 Exhibit # 16 Exhibit # 17 Exhibit # 18 Exhibit # 19 Exhibit # 20 Exhibit # 21 Exhibit # 22 Exhibit # 23 Exhibit # 24 Exhibit # 25 Exhibit # 26 Exhibit # 27 Exhibit # 28 Exhibit # 29 Exhibit # 30 Exhibit # 31 Exhibit # 32 Exhibit # 33 Exhibit) (Aigen, Michael)
05/31/2023	● 3808 (2 pgs) CIRCUIT COURT letter in re: Order granting motion for leave to appeal. Circuit Court Case 23-10534 (RE: related document(s) 3685 Notice of docketing notice of appeal. Civil Action Number: 3:23-cv-00573-E. (RE: related document(s) 3682 Notice of appeal . filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s) 3671 Memorandum of opinion, 3672 Order on motion for leave). (Whitaker, Sheniqua)
05/31/2023	● 3809 (2 pgs) Order granting motion to seal exhibits F and K (related document # 3722) Entered on 5/31/2023. (Okafor, Marcey)

05/31/2023	<p>● 3810 (2 pgs) DUPLICATE ENTRY: See #3809 - Order granting motion to seal exhibits F and K (related document 3722) Entered on 5/31/2023. (Okafor, Marcey) Modified on 6/1/2023 (Okafor, Marcey).</p>
05/31/2023	<p>● 3811 (7 pgs) Certificate of service re: 1) <i>Highland Parties' Objection to Motion to Stay and Motion to Compel Mediation</i>; and 2) <i>Declaration of John A. Morris in Support of Highland Parties' Objection to Motion to Stay and Motion to Compel Mediation</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3796 Response opposed to (related document(s): 3752 Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i> filed by Interested Party James Dondero, Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, Creditor Strand Advisors, Inc.) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust. filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust, 3797 Declaration re: (<i>Declaration of John A. Morris in Support of Highland Parties' Objection to Motion to Stay and Motion to Compel Mediation</i>) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust (RE: related document(s)3796 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust). (Kass, Albert)</p>
06/01/2023	<p>● 3812 (3 pgs) Certificate of no objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3773 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3677 Order on motion to extend/shorten time)). (Annable, Zachery)</p>
06/01/2023	<p>● 3813 (7 pgs) Subpoena on James Dondero filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr.. (Annable, Zachery)</p>
06/01/2023	<p>● 3814 (7 pgs) Subpoena on Mark Patrick filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr.. (Annable, Zachery)</p>
06/01/2023	<p>● Receipt Number 339719, Fee Amount \$207.00 (RE: related document(s)3808 CIRCUIT COURT letter in re: Order granting motion for leave to appeal. Circuit Court Case 23-10534 (RE: related document(s)3685 Notice of docketing notice of appeal. Civil Action Number: 3:23-cv-00573-E. (RE: related document(s)3682 Notice of appeal. filed by Interested Parties Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P. (RE: related document(s)3671 Memorandum of opinion, 3672 Order on motion for leave). (Whitaker, Sheniqua)) (Okafor, Marcey). (Entered: 06/02/2023)</p>
06/05/2023	<p>● 3815 (65 pgs; 2 docs) Support/supplemental document <i>Doc 3699 - Emergency Motion for Leave to File Verified Adversary Proceeding with Redaction</i> filed by Interested Party Hunter Mountain Trust (RE: related document(s)3760 Support/supplemental document). (Attachments: # 1 Exhibit) (McEntire, Sawnie)</p>
06/05/2023	<p>● 3816 (65 pgs; 2 docs) Support/supplemental document <i>to Doc 3699 - Emergency Motion for Leave to File Verified Adversary Proceeding with Redaction</i> filed by Interested Party Hunter Mountain Trust (RE: related document(s)3760 Support/supplemental document, 3815 Support/supplemental document). (Attachments: # 1 Exhibit) (McEntire, Sawnie)</p>
06/05/2023	<p>● 3817 (1494 pgs; 6 docs) Witness and Exhibit List <i>for hearing on June 8, 2023 on Hunter Mountain Investment Trusts Emergency Motion for Leave to File Verified Adversary Petition [Docket No. 3699] and Hunter Mountain Investment Trusts Supplement to Emergency Motion for Leave to File Verified Adversary Proceeding [Docket No. 3760]</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3783 Response). (Attachments: # 1 Exhibits 1-4 # 2 Exhibit 5 part 1 # 3 Exhibit 5 part 2 # 4 Exhibits 6-42 # 5 Exhibits 43-60) (Annable, Zachery)</p>
06/05/2023	<p>● 3818 (2865 pgs; 10 docs) Witness and Exhibit List <i>in Connection with HMIT's Emergency Motion for Leave to File Verified Adversary Proceeding, and Supplement</i> filed by Interested Party Hunter Mountain Trust (RE: related document(s)3783 Response). (Attachments: # 1 Exhibit Exhibits 1-10 # 2 Exhibit Exhibits 11-30 # 3 Exhibit Exhibits 31-52 # 4 Exhibit Exhibits 53-58 # 5 Exhibit Exhibits 59 # 6 Exhibit</p>











	Exhibits 60-7 Exhibit Exhibits 61-72 # Exhibit Exhibit 75 # Exhibit Exhibits 74-80) (McEntire, Sawnie)
06/07/2023	<p>● 3819 (2 pgs) Order further extending period within which the Reorganized Debtor may remove actions pursuant to 28 U.S.C. Section 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure. (re: 3773 Motion to extend time.) Entered on 6/7/2023. (Okafor, Marcey)</p>
06/07/2023	<p>● 3820 (17 pgs) Motion to Exclude Testimony and Documents of Scott Van Meter and Steve Pully Filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr. Objections due by 6/8/2023. (Stancil, Mark) Modified text on 6/8/2023 (Tello, Chris).</p>
06/07/2023	<p>● 3821 (126 pgs; 4 docs) Declaration re: <i>Motion to Exclude Testimony and Documents of Scott Van Meter and Steve Pully</i> filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr. (RE: related document(s)3820 Motion for leave / <i>Motion to Exclude Testimony and Documents of Scott Van Meter and Steve Pully</i>). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) (Levy, Joshua)</p>
06/07/2023	<p>● 3822 (8 pgs; 2 docs) WITHDRAWN at docket #3901. Motion to file document under seal.<i>Exhibit</i> Filed by Interested Party Hunter Mountain Trust (Attachments: # 1 Proposed Order) (McEntire, Sawnie) Modified on 8/18/2023 (Ecker, C.).</p>
06/07/2023	<p>● 3823 (2 pgs) Joinder by <i>Joint Motion to Exclude Testimony and Documents of Scott Van Meter and Steve Pully</i> filed by Farallon Capital Management, LLC, Jessup Holdings LLC, Muck Holdings LLC, Stonehill Capital Management LLC (RE: related document(s)3820 Motion for leave / <i>Motion to Exclude Testimony and Documents of Scott Van Meter and Steve Pully</i>). (Bailey, Christopher)</p>
06/07/2023	<p>● 3824 (10 pgs) Objection to (related document(s): 3817 List (witness/exhibit/generic) filed by Debtor Highland Capital Management, L.P.) filed by Interested Party Hunter Mountain Trust. (McEntire, Sawnie)</p>
06/08/2023	<p>● 3828 (8 pgs) Response opposed to (related document(s): 3820 Motion for leave / <i>Motion to Exclude Testimony and Documents of Scott Van Meter and Steve Pully</i> filed by Debtor Highland Capital Management, L.P., Creditor James P. Seery, Other Professional James P. Seery, Other Professional Highland Claimant Trust) filed by Creditor Hunter Mountain Investment Trust. (McEntire, Sawnie)</p>
06/08/2023	<p>● 3830 (7 pgs) Certificate of service re: 1) The Highland Parties Notice of Service of a Subpoena for James Dondero to Appear and Testify at a Hearing in a Bankruptcy Case; and 2) The Highland Parties Notice of Service of a Subpoena for Mark Patrick to Appear and Testify at a Hearing in a Bankruptcy Case Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3813 Subpoena on James Dondero filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr.. filed by Debtor Highland Capital Management, L.P., Creditor James P. Seery, Other Professional James P. Seery, Other Professional Highland Claimant Trust, 3814 Subpoena on Mark Patrick filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr.. filed by Debtor Highland Capital Management, L.P., Creditor James P. Seery, Other Professional James P. Seery, Other Professional Highland Claimant Trust). (Kass, Albert)</p>
06/08/2023	<p>● 3839 Hearing held on 6/8/2023. (RE: related document(s)3699 Motion for leave to File Verified Adversary Proceeding filed by Creditor Hunter Mountain Investment Trust) (Appearances: S. McIntire, R. McCleary, and T. Miller for Movant; J. Morris and J. Pomeranz for Reorganized Debtor; M. Stancil and J. Levy for J. Seery; B. McIlwaine for Claims Purchasers. Evidentiary hearing. Court took matter under advisement. Court will review motion to exclude and response and reply (the latter of which is due 6/12/23) and decide whether a second day of evidence (30 minutes each side) will be permitted for expert testimony. Court will notify parties of ruling on this through CRD as soon as possible after 6/12/23.) (Edmond, Michael) (Entered: 06/12/2023)</p>












06/09/2023	 3831 (1 pg) PDF with attached Audio File. Court Date & Time [05/26/2023 12:53:45 PM]. File Size [12260 KB]. Run Time [01:52:51]. (admin).
06/09/2023	 3832 (1 pg) PDF with attached Audio File. Court Date & Time [06/08/2023 02:01:09 PM]. File Size [10250 KB]. Run Time [01:32:41]. (admin).
06/09/2023	 3833 (1 pg) PDF with attached Audio File. Court Date & Time [06/08/2023 02:02:00 PM]. File Size [53640 KB]. Run Time [03:49:59]. (admin).
06/09/2023	 3834 (1 pg) PDF with attached Audio File. Court Date & Time [06/08/2023 02:02:56 PM]. File Size [76934 KB]. Run Time [05:29:29]. (admin).
06/09/2023	 3835 (1 pg) PDF with attached Audio File. Court Date & Time [06/08/2023 02:03:54 PM]. File Size [36710 KB]. Run Time [02:37:00]. (admin).
06/09/2023	 3836 (1 pg) PDF with attached Audio File. Court Date & Time [06/08/2023 02:04:32 PM]. File Size [36702 KB]. Run Time [02:36:58]. (admin).
06/09/2023	3837 (1 pg) Request for transcript regarding a hearing held on 6/8/2023. The requested turn-around time is hourly. (Edmond, Michael)
06/12/2023	3838 (1 pg) Court admitted exhibits date of hearing June 8, 2023 (RE: related document(s) 3699 Motion for leave to File Verified Adversary Proceeding, filed by Creditor Hunter Mountain Investment Trust; (COURT ADMITTED THE FOLLOWING MOVANT/HUNTER MOUNTAIN INVESTMENT TRUST EXHIBITS; EXHIBITS #3, #4, #7, #8, #9, 10, #12, #13, #14, #15, #16, #17, #18, #19, #20, #21, #22, #23, #26 Through #38, #53 Through #75, #77 Through #80; Exhibits #24 & #25 Were Not Admitted; Exhibits #29 Through #52 Were Carried & Exhibit #76 Carried/BY ATTY SAWNIE A. MCINTIRE; COURT ADMITTED DEFENDANT/HIGHLAND CAPITAL MANAGEMENT, L.P., AND THE HIGHLAND CLAIMANT TRUST FOLLOWING EXHIBITS: EXHIBITS #1 THROUGH #16, EXHIBITS #25 THROUGH #31A, EXHIBITS #32, #33, 34, #36, #39, #40, #41, #45, #51, #59, & #60, BY ATTY JOHN MORRIS) (Edmond, Michael)
06/12/2023	3840 (2 pgs) Notice to Withdraw Certain Filings filed by Interested Parties James Dondero, Highland Capital Management Fund Advisors, L.P., NexPoint Advisors, L.P., Get Good Trust, NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC, The Dugaboy Investment Trust (RE: related document(s) 3629 Motion to redact/restrict Redact (related document(s): 3623) (Fee Amount \$26) filed by Interested Party James Dondero (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order), 3632 Motion to file document under seal. Filed by Interested Party James Dondero (Attachments: # 1 Proposed Order)). (Lang, Michael)
06/12/2023	3841 (10 pgs) Reply to (related document(s): 3828 Response filed by Creditor Hunter Mountain Investment Trust) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust, Creditor James P. Seery Jr.. (Stancil, Mark)
06/12/2023	3842 (2 pgs) Joinder by Claim Purchasers' Joinder to Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery Jr.'s Reply in Further Support of Their Joint Motion to Exclude Testimony and Documents of Scott Van Meter and Steve Pully filed by Farallon Capital Management, LLC, Jessup Holdings LLC, Muck Holdings LLC, Stonehill Capital Management LLC (RE: related document(s) 3841 Reply). (Bailey, Christopher)
06/13/2023	3843 (389 pgs) Transcript regarding Hearing Held 06/08/2023 Before Judge Stacey G.C. Jernigan (389 Pages) RE: Motion for Leave to File Verified Adversary Proceeding (3699). THIS TRANSCRIPT WILL

	<p>BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 09/11/2023. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 3839 Hearing held on 6/8/2023. (RE: related document(s) 3699 Motion for leave to File Verified Adversary Proceeding filed by Creditor Hunter Mountain Investment Trust) (Appearances: S. McIntire, R. McCleary, and T. Miller for Movant; J. Morris and J. Pomeranz for Reorganized Debtor; M. Stancil and J. Levy for J. Seery; B. McIlwaine for Claims Purchasers. Evidentiary hearing. Court took matter under advisement. Court will review motion to exclude and response and reply (the latter of which is due 6/12/23) and decide whether a second day of evidence (30 minutes each side) will be permitted for expert testimony. Court will notify parties of ruling on this through CRD as soon as possible after 6/12/23.)). Transcript to be made available to the public on 09/11/2023. (Rehling, Kathy)</p>
06/13/2023	<p>3844 (54 pgs) Transcript regarding Hearing Held 05/26/2023 Before Judge Stacey G.C. Jernigan (54 Pages) RE: Motion for Expedited Hearing filed by Interested Party Hunter Mountain Trust (3789); Motion to Continue Hearing filed by Interested Party Hunter Mountain Trust (3791); and Motion for Expedited Discovery filed by Interested Party Hunter Mountain Trust (3788). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 09/11/2023. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 3825 Hearing held on 5/26/2023. (RE: related document(s) 3789 Motion for expedited hearing(related documents 3788 Motion to extend/shorten time) filed by Interested Party Hunter Mountain Trust), (Appearances: S. McEntyre for HMIT; J. Morris for Highland; J. Levy and M. Stancil for J. Seery; B. McIlwaine for Claims Purchasers. Nonevidentiary hearing. Court issued parameters for 6/8/23 hearing.), 3826 Hearing held on 5/26/2023. (RE: related document(s) 3791 Motion to continue hearing on (related documents 3760 Support/supplemental document) in the Alternative filed by Interested Party Hunter Mountain Trust (Appearances: S. McEntyre for HMIT; J. Morris for Highland; J. Levy and M. Stancil for J. Seery; B. McIlwaine for Claims Purchasers. Nonevidentiary hearing. Motion denied.), 3827 Hearing held on 5/26/2023. (RE: related document(s) 3788 Motion to shorten time to Expedited Discovery Filed by Interested Party Hunter Mountain Trust, (Appearances: S. McEntyre for HMIT; J. Morris for Highland; J. Levy and M. Stancil for J. Seery; B. McIlwaine for Claims Purchasers. Nonevidentiary hearing. Motion granted in part.)). Transcript to be made available to the public on 09/11/2023. (Rehling, Kathy)</p>
06/13/2023	<p>3845 (4 pgs) Request for hearing filed by Interested Party Hunter Mountain Trust (RE: related document(s) 3820 Motion for leave / <i>Motion to Exclude Testimony and Documents of Scott Van Meter and Steve Pully</i>). (McEntire, Sawnie)</p>
06/13/2023	<p>3846 (3 pgs) Support/supplemental document/ <i>Response in Opposition to Hunter Mountain Investment Trust's Request for Oral Argument or, Alternatively, a Schedule for Evidentiary Proffer</i> filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust, Creditor James P. Seery Jr. (RE: related document(s) 3845 Request for hearing). (Stancil, Mark)</p>
06/14/2023	<p>3847 (4 pgs) Support/supplemental document <i>Reply to Highland Parties Response in Opposition [Doc. 3846]</i> filed by Interested Party Hunter Mountain Trust (RE: related document(s) 3845 Request for hearing, 3846 Support/supplemental document). (McEntire, Sawnie)</p>
06/15/2023	<p>3848 (3 pgs) Notice of hearing filed by Creditor The Dugaboy Investment Trust (RE: related document(s) 3802 Motion to compel Forensic Imaging of James P Seery, Jr.'s iPhone. Filed by Creditor The Dugaboy Investment Trust Objections due by 6/21/2023.). Hearing to be held on 8/14/2023 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 3802, (Aigen, Michael)</p>
06/15/2023	<p>3849 (2 pgs) Stipulation by James P. Seery Jr. and The Dugaboy Investment Trust. filed by Creditor James P. Seery Jr. (RE: related document(s) 3802 Motion to compel Forensic Imaging of James P Seery, Jr.'s iPhone.). (Alaniz, Omar)</p>

06/15/2023	<p>● 3850 (16 pgs) Certificate of service re: Order Further Extending Period Within Which the Reorganized Debtor May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3819 Order further extending period within which the Reorganized Debtor may remove actions pursuant to 28 U.S.C. Section 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure. (re: 3773 Motion to extend time.) Entered on 6/7/2023.). (Kass, Albert)</p>
06/16/2023	<p>● 3851 (14 pgs; 2 docs) Motion for sanctions Other Reimbursement of Highland Capital Management's L.P.'s Attorneys' Fees and Expenses against NexPoint Real Estate Partners, LLC (f/k/a HCRE Partners, LLC) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) (Annable, Zachery)</p>
06/16/2023	<p>● 3852 (436 pgs; 10 docs) Declaration re: (<i>Declaration of John A. Morris in Support of Highland Capital Management, L.P.'s Motion for (A) Bad Faith Finding and (B) Attorneys' Fees Against NexPoint Real Estate Partners LLC (f/k/a HCRE Partners, LLC) in Connection with Proof of Claim 146</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3851 Motion for sanctions Other Reimbursement of Highland Capital Management's L.P.'s Attorneys' Fees and Expenses against NexPoint Real Estate Partners, LLC (f/k/a HCRE Partners, LLC)). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I) (Annable, Zachery)</p>
06/16/2023	<p>● 3853 (16 pgs) Memorandum of opinion regarding joint motion to exclude expert evidence (RE: related document(s)3820 Motion for leave filed by Debtor Highland Capital Management, L.P., Creditor James P. Seery, Other Professional James P. Seery, Other Professional Highland Claimant Trust). Entered on 6/16/2023 (Okafor, Marcey)</p>
06/16/2023	<p>● 3854 (16 pgs) Order granting joint motion to exclude testimony and documents of Scott Van Meter and Steve Pully filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr. (related document # 3820) Entered on 6/16/2023. (Okafor, Marcey)</p>
06/16/2023	<p>● 3855 (2 pgs) Order approving stipulation extending James P. Seery, Jr.'s deadline to file a response to The Dugaboy Investment Trust's Motion to preserve evidence and compel forensic imaging (RE: related document(s)3849 Stipulation filed by Creditor James P. Seery, Other Professional James P. Seery). Entered on 6/16/2023 (Okafor, Marcey)</p>
06/16/2023	<p>● 3856 (2 pgs) DUPLICATE ENTRY: See #3855 - Order approving stipulation extending James P. Seery, Jr.'s deadline to file a response to The Dugaboy Investment Trust's Motion to preserve evidence and compel forensic imaging (RE: related document(s)3849 Stipulation filed by Creditor James P. Seery, Other Professional James P. Seery). Entered on 6/16/2023 (Okafor, Marcey) Modified on 6/16/2023 (Okafor, Marcey).</p>
06/16/2023	<p>● 3857 (122 pgs; 9 docs) Reply to (related document(s): 3796 Response filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust) filed by Interested Party James Dondero, Get Good Trust, Strand Advisors, Inc., The Dugaboy Investment Trust. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Proposed Order) (Hopkins, Jason)</p>
06/19/2023	<p>● 3858 (69 pgs; 3 docs) PUBLIC ACCESS RESTRICTED PER ORDER #3689 STRIKING FROM DOCKET: Support/supplemental document <i>Evidentiary Proffer Pursuant to Rule 103(a)(2)</i> filed by Interested Party Hunter Mountain Trust (RE: related document(s)3760 Support/supplemental document, 3854 Order on motion for leave). (Attachments: # 1 Exhibit Declaration of Scott Van Meter # 2 Exhibit Declaration of Steven Pully) (McEntire, Sawnie) Modified on 7/6/2023 (Okafor, Marcey).</p>
06/19/2023	<p>● 3859 (5 pgs) DISTRICT COURT NOTICE OF APPEAL as to 18 Memorandum Opinion and Order, to the Fifth Circuit by CLO Holdco Ltd (RE: related document(s)3527 Notice of docketing notice of appeal. Civil Action Number: 3:22-cv-02051-B. (RE: related document(s)3495 Amended notice of appeal filed by</p>

	Creditor CLO Holder, Ltd. (RE: related document(s) 3475 Notice of appeal). (Attachments: # 1 Exhibit A - Order Denying Motion to Ratify Second Amended Proof of Claim and Expunging Claim # 2 Exhibit B Notice of Appeal))) (Whitaker, Sheniqua) (Entered: 06/21/2023)
06/23/2023	3860 (10 pgs) Motion to strike (related document(s): 3858 Support/supplemental document filed by Interested Party Hunter Mountain Trust) <i>The Highland Parties' Objections to and Motion to Strike Hunter Mountain Investment Trust's Purported Proffer</i> filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust, Creditor James P. Seery Jr. (Stancil, Mark)
06/23/2023	3861 (2 pgs) Joinder by filed by Farallon Capital Management, LLC, Jessup Holdings LLC, Muck Holdings LLC, Stonehill Capital Management LLC (RE: related document(s) 3860 Motion to strike (related document(s): 3858 Support/supplemental document filed by Interested Party Hunter Mountain Trust) <i>The Highland Parties' Objections to and Motion to Strike Hunter Mountain Investment Trust's Purported Proffer</i>
06/23/2023	3862 (3 pgs) Joinder by filed by Creditor Hunter Mountain Investment Trust (RE: related document(s) 3752 Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i>). (Deutsch-Perez, Deborah)
06/26/2023	3863 (2 pgs) Request for transcript regarding a hearing held on 6/26/2023. The requested turn-around time is hourly (Smith, C)
06/26/2023	3864 Hearing held on 6/26/2023. (RE: related document(s) 3752 Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i> Filed by Strand Advisors, Inc., Get Good Trust, The Dugaboy Investment Trust, Interested Party James Dondero Objections due by 5/11/2023. (Attachments: # 1 Exhibit A # 2 Exhibit B)) Appearances: A. Ruhland for Movants; D. Deutsch-Perez for Hunter Mountain Trust; J. Morris for Reorganized Debtor. Nonevidentiary hearing (written evidence only). Court continued matter to 7/7/23 at 1:00 pm and directed submission of list of all pending litigation in any court involving the Reorganized Debtor in some capacity and a balance sheet for trust assets before next hearing. Court also directed Movants/Mr. Dondero to make a good faith starting offer to Reorganized Debtor before then. Court will decide at next hearing whether to order mediation. (Ellison, Traci) (Entered: 06/28/2023)
06/26/2023	3865 Hearing continued (RE: related document(s) 3752 Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i> Filed by Strand Advisors, Inc., Get Good Trust, The Dugaboy Investment Trust, Interested Party James Dondero Objections due by 5/11/2023. (Attachments: # 1 Exhibit A # 2 Exhibit B)) Hearing to be held on 7/7/2023 at 01:00 PM at https://us-courts.webex.com/meet/jerniga for 3752 , (Ellison, Traci) (Entered: 06/28/2023)
06/28/2023	3866 (5 pgs) Certificate of service re: 1) Highland Capital Management, L.P.'s Motion for (A) Bad Faith Finding and (B) Attorneys Fees Against Nexpoint Real Estate Partners LLC (f/k/a HCRE Partners, LLC) in Connection with Proof of Claim 146; and 2) Declaration of John A. Morris in Support of Highland Capital Management, L.P.'s Motion for (A) Bad Faith Finding and (B) Attorneys Fees Against Nexpoint Real Estate Partners LLC (f/k/a HCRE Partners, LLC) in Connection with Proof of Claim 146 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3851 Motion for sanctions Other Reimbursement of Highland Capital Management's L.P.'s Attorneys' Fees and Expenses against NexPoint Real Estate Partners, LLC (f/k/a HCRE Partners, LLC) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) filed by Debtor Highland Capital Management, L.P., 3852 Declaration re: (<i>Declaration of John A. Morris in Support of Highland Capital Management, L.P.'s Motion for (A) Bad Faith Finding and (B) Attorneys' Fees Against NexPoint Real Estate Partners LLC (f/k/a HCRE Partners, LLC) in Connection with Proof of Claim 146</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3851 Motion for sanctions Other Reimbursement of Highland Capital Management's L.P.'s Attorneys' Fees and Expenses against NexPoint Real Estate Partners, LLC (f/k/a HCRE Partners, LLC)). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)

06/29/2023	<p> 3867 (2 pgs) Order granting stipulation withdrawing Movants' motion for leave to file proceeding (RE: related document(s)3775 Stipulation filed by Creditor Hunter Mountain Investment Trust, Creditor The Dugaboy Investment Trust). Entered on 6/29/2023 (Okafor, Marcey)</p>
06/29/2023	<p> 3868 (4 pgs) Motion to continue hearing on (related documents 3752 Motion to compel)(<i>Unopposed Motion to Continue</i>) Filed by Interested Party James Dondero, Get Good Trust, Strand Advisors, Inc., The Dugaboy Investment Trust (Hopkins, Jason)</p>
07/05/2023	<p> 3869 (4 pgs) Order granting(document # 3860) motion to strike(regarding document:3858 HMIT's Evidentiary Proffer filed by Interested Party Hunter Mountain Trust) Entered on 7/5/2023. (Okafor, Marcey)</p>
07/05/2023	<p> 3870 (3 pgs) Order granting motion to continue hearing on (related document # 3868) (related documents Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i>) Hearing to be held on 7/21/2023 at 01:00 PM at https://us-courts.webex.com/meet/jerniga for 3752, Entered on 7/5/2023. (Okafor, Marcey)</p>
07/05/2023	<p> 3871 (3 pgs) DUPLICATE ENTRY: SEE #3870- Order granting motion to continue hearing on (related document 3868) (related documents Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i>) Hearing to be held on 7/21/2023 at 01:00 PM at https://us-courts.webex.com/meet/jerniga for 3752, Entered on 7/5/2023. (Okafor, Marcey) Modified on 7/5/2023 (Okafor, Marcey).</p>
07/06/2023	<p> 3872 (6 pgs) Notice (<i>Notice of Filing of the Current Balance Sheet of the Highland Claimant Trust</i>) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust (RE: related document(s)3870 Order granting motion to continue hearing on (related document 3868) (related documents Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i>) Hearing to be held on 7/21/2023 at 01:00 PM at https://us-courts.webex.com/meet/jerniga for 3752, Entered on 7/5/2023.). (Annable, Zachery)</p>
07/06/2023	<p> 3873 (9 pgs) Notice (<i>Notice of Filing of List of Active Litigation Involving and/or Affecting the Highland Parties</i>) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust (RE: related document(s)3870 Order granting motion to continue hearing on (related document 3868) (related documents Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i>) Hearing to be held on 7/21/2023 at 01:00 PM at https://us-courts.webex.com/meet/jerniga for 3752, Entered on 7/5/2023.). (Annable, Zachery)</p>
07/06/2023	<p> 3874 (8 pgs; 2 docs) Stipulation by James Dondero, Get Good Trust, Strand Advisors, Inc., The Dugaboy Investment Trust and Highland Capital Management, L.P. filed by Interested Party James Dondero, Get Good Trust, Strand Advisors, Inc., The Dugaboy Investment Trust (RE: related document(s)3752 Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i>). (Attachments: # 1 Proposed Order) (Hopkins, Jason)</p>
07/07/2023	<p>  3875 (1 pg) PDF with attached Audio File. Court Date & Time [06/26/2023 03:52:42 PM]. File Size [32789 KB]. Run Time [02:20:26]. (admin).</p>
07/12/2023	<p> 3876 (2 pgs) Order approving joint stipulation of the parties suspending certain deadlines until the Bankruptcy Court determines the Mediation Motion (RE: related document(s)3874 Stipulation filed by Interested Party James Dondero, Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, Creditor Strand Advisors, Inc.). Entered on 7/12/2023 (Okafor, Marcey)</p>
07/12/2023	<p> 3877 (2 pgs) DUPLICATE ENTRY: SEE #3876 - Order approving joint stipulation of the parties suspending certain deadlines until the Bankruptcy Court determines the Mediation Motion (RE: related document(s)3874 Stipulation filed by Interested Party James Dondero, Creditor The Dugaboy Investment</p>

	Trust, Creditor Get Good Trust, Creditor Strand Advisors, Inc.). Entered on 7/12/2023 (Okafor, Marcey) Modified on 7/13/2023 (Okafor, Marcey).
07/13/2023	 3878 (13 pgs) Notice (<i>Notice of Filing of Order Adopting Report and Recommendation and Final Judgment Against James Dondero and Certain Affiliates</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
07/13/2023	 3879 (6 pgs) Notice (<i>Notice of Filing of Order Adopting Report and Recommendation and Final Judgment Against NexPoint Asset Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
07/14/2023	 3880 (9 pgs) Amended Notice (<i>Amended Notice of Filing of List of Active Litigation Involving and/or Affecting the Highland Parties</i>) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust (RE: related document(s) 3873 Notice (<i>Notice of Filing of List of Active Litigation Involving and/or Affecting the Highland Parties</i>) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust (RE: related document(s) 3870 Order granting motion to continue hearing on (related document 3868) (related documents Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i>) Hearing to be held on 7/21/2023 at 01:00 PM at https://us-courts.webex.com/meet/jerniga for 3752 , Entered on 7/5/2023.). (Annable, Zachery)
07/18/2023	 3881 (8 pgs; 2 docs) INCORRECT EVENT: Amended Notice of <i>Hearing</i> filed by Interested Party James Dondero, Get Good Trust, Strand Advisors, Inc., The Dugaboy Investment Trust (RE: related document(s) 3752 Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i> Filed by Strand Advisors, Inc., Get Good Trust, The Dugaboy Investment Trust, Interested Party James Dondero Objections due by 5/11/2023. (Attachments: # 1 Exhibit A # 2 Exhibit B)). (Attachments: # 1 Exhibit A) (Hopkins, Jason) Modified on 7/19/2023 (Ecker, C.).
07/19/2023	 3882 (8 pgs; 2 docs) Amended Notice of hearing filed by Interested Party James Dondero, Get Good Trust, Strand Advisors, Inc., The Dugaboy Investment Trust (RE: related document(s) 3752 Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i> Filed by Strand Advisors, Inc., Get Good Trust, The Dugaboy Investment Trust, Interested Party James Dondero Objections due by 5/11/2023. (Attachments: # 1 Exhibit A # 2 Exhibit B)). Hearing to be held on 7/21/2023 at 12:00 PM at https://us-courts.webex.com/meet/jerniga for 3752 , (Attachments: # 1 Exhibit A) (Hopkins, Jason)
07/19/2023	 3883 (8 pgs; 2 docs) Amended Notice of hearing <i>Correcting Hearing Day Listed on Previous Hearing Notice 3882</i> filed by Interested Party James Dondero, Get Good Trust, Strand Advisors, Inc., The Dugaboy Investment Trust (RE: related document(s) 3752 Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i> Filed by Strand Advisors, Inc., Get Good Trust, The Dugaboy Investment Trust, Interested Party James Dondero Objections due by 5/11/2023. (Attachments: # 1 Exhibit A # 2 Exhibit B)). Hearing to be held on 7/21/2023 at 12:00 PM at https://us-courts.webex.com/meet/jerniga for 3752 , (Attachments: # 1 Exhibit A) (Hopkins, Jason)
07/19/2023	 3884 (55 pgs; 3 docs) Notice (<i>Notice of Filing of Motion to Deem the Dondero Entities Vexatious Litigants and for Related Relief</i>) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A # 2 Exhibit B) (Annable, Zachery)
07/20/2023	 3885 (3 pgs) Notice of <i>Change of Firm Affiliation</i> filed by Interested Party James Dondero, Get Good Trust, Strand Advisors, Inc., The Dugaboy Investment Trust. (Hopkins, Jason)
07/21/2023	  3886 (1 pg) PDF with attached Audio File. Court Date & Time [07/21/2023 03:54:16 PM]. File Size [14727 KB]. Run Time [01:03:18]. (admin).
07/21/2023	 3887 (9 pgs) Order approving joint stipulation of the parties suspending certain deadlines until The Bankruptcy Court determines the mediation motion (RE: related document(s) 3874 Stipulation filed by

	Interested Party James Dondero, Creditor The Dugaboy Investment Trust, Creditor Get Good Trust, Creditor Strand Advisors, Inc.). Entered on 7/21/2023 (Okafor, Marcey)
07/21/2023	 3888 (12 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 06/30/2023 filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)
07/21/2023	 3889 (12 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 06/30/2023 filed by Other Professional Highland Claimant Trust. (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)
07/21/2023	 3891 Hearing held on 7/21/2023. (RE: related document(s) 3752 Motion to compel Mediation / Motion to Stay and to Compel Mediation, filed by Strand Advisors, Inc., Get Good Trust, The Dugaboy Investment Trust, Interested Party James Dondero; (Appearances: A. Ruhland for Movants; D. Deitsch-Perez for HMIT; J. Morris for Reorganized Debtor. Nonevidentiary hearing. Mediation will be ordered (and stay of pending bankruptcy matters for 90 days), as announced orally. Counsel to upload order.) (Edmond, Michael) (Entered: 07/25/2023)
07/24/2023	 3890 (2 pgs) Request for transcript regarding a hearing held on 7/21/2023. The requested turn-around time is ordinary 30 day (Jeng, Hawaii)
07/27/2023	 3892 (82 pgs) Transcript regarding Hearing Held 6/26/2023 RE: Motions Hearing. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 10/25/2023. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Dipti Patel/Liberty Transcripts, Telephone number (847) 848-4907. (RE: related document(s) 3864 Hearing held on 6/26/2023. (RE: related document(s) 3752 Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i> Filed by Strand Advisors, Inc., Get Good Trust, The Dugaboy Investment Trust, Interested Party James Dondero Objections due by 5/11/2023. (Attachments: # 1 Exhibit A # 2 Exhibit B)) Appearances: A. Ruhland for Movants; D. Deitsch-Perez for Hunter Mountain Trust; J. Morris for Reorganized Debtor. Nonevidentiary hearing (written evidence only). Court continued matter to 7/7/23 at 1:00 pm and directed submission of list of all pending litigation in any court involving the Reorganized Debtor in some capacity and a balance sheet for trust assets before next hearing. Court also directed Movants/Mr. Dondero to make a good faith starting offer to Reorganized Debtor before then. Court will decide at next hearing whether to order mediation., 3865 Hearing continued (RE: related document(s) 3752 Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i> Filed by Strand Advisors, Inc., Get Good Trust, The Dugaboy Investment Trust, Interested Party James Dondero Objections due by 5/11/2023. (Attachments: # 1 Exhibit A # 2 Exhibit B)) Hearing to be held on 7/7/2023 at 01:00 PM at https://us-courts.webex.com/meet/jerniga for 3752), Transcript to be made available to the public on 10/25/2023. (Patel, Dipti)
07/28/2023	 3894 Hearing held on 7/28/2023. (RE: related document(s) 3752 Motion to compel Mediation. Motion to Stay and to Compel Mediation filed by Strand Advisors, Inc., Get Good Trust, The Dugaboy Investment Trust, Interested Party James Dondero.) (Appearances: A. Ruhland for Movants; D. Deitsch-Perez for HMIT; J. Morris for Reorganized Debtor. Nonevidentiary hearing. Court accepted announcement of an agreed order regarding mediation. Order will be submitted electronically when parties selection of mediator has been finalized.) (Edmond, Michael)
07/31/2023	  3896 (1 pg) PDF with attached Audio File. Court Date & Time [07/28/2023 09:36:01 AM]. File Size [4616 KB]. Run Time [00:19:45]. (admin).
08/02/2023	 3897 (7 pgs) Order granting in part, denying in part motion to stay and to compel mediation (related document # 3752) Entered on 8/2/2023. (Okafor, Marcey)
08/10/2023	 3899 (15 pgs) DISTRICT COURT Opinion of USCA in accordance with USCA judgment re 39 Notice of Appeal filed by NexPoint Advisors LP. re: appeal on appellate case number: 22-10575, AFFIRMED


	(RE: related document(s) 3077 Notice of appeal filed by Interested Party NexPoint Real Estate Advisors, L.P.). Civil case 3:21-cv-03086-K Entered on 8/10/2023 (Whitaker, Sheniqua) (Entered: 08/16/2023)
08/10/2023	3900 (3 pgs) DISTRICT COURT JUDGMENT/MANDATE of USCA as to 39 Notice of Appeal filed by NexPoint Advisors LP. IT IS ORDERED and ADJUDGED that the judgment of the District Court is AFFIRMED re: appeal on appellate case number: 22-10575, AFFIRMED (RE: related document(s) 3077 Notice of appeal filed by Interested Party NexPoint Real Estate Advisors, L.P.). Civil case 3:21-cv-03086-K Entered on 8/10/2023 (Whitaker, Sheniqua) (Entered: 08/16/2023)
08/10/2023	4092 (15 pgs) DISTRICT COURT Order from circuit court re: appeal on appellate case number: 22-10575, AFFIRMED (RE: related document(s) 3077 Notice of appeal filed by Interested Party NexPoint Real Estate Advisors, L.P.). 3:21-cv-03086-K Entered on 8/10/2023 (Whitaker, Sheniqua) (Entered: 06/13/2024)
08/10/2023	4093 (3 pgs) DISTRICT COURT Order from circuit court re: appeal on appellate case number: 22-10575, AFFIRMED (RE: related document(s) 3077 Notice of appeal filed by Interested Party NexPoint Real Estate Advisors, L.P.). Entered on 8/10/2023 (Whitaker, Sheniqua) (Entered: 06/13/2024)
08/15/2023	3898 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s) 3822 Motion to file document under seal. <i>Exhibit</i> Filed by Interested Party Hunter Mountain Trust (Attachments: # 1 Proposed Order)) Responses due by 8/22/2023. (Ecker, C.)
08/17/2023	3901 (3 pgs) Withdrawal of <i>HMIT's Unopposed Motion to File Exhibit Under Seal</i> filed by Creditor Hunter Mountain Investment Trust (RE: related document(s) 3822 Motion to file document under seal. <i>Exhibit</i>). (McEntire, Sawnie)
08/21/2023	3921 (2 pgs) DISTRICT COURT Opinion from circuit court re: appeal on appellate case number: 22-10983, AFFIRMED (RE: related document(s) 2398 Notice of appeal filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust). Civil Case 3:21-cv-01295-X Entered on 8/21/2023 (Whitaker, Sheniqua) (Entered: 09/20/2023)
08/21/2023	3922 (2 pgs) DISTRICT COURT Order from circuit court re: appeal on appellate case number: 22-10983, AFFIRMED (RE: related document(s) 2398 Notice of appeal filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust). Civil Case 3:21-cv-01295-X Entered on 8/21/2023 (Whitaker, Sheniqua) (Entered: 09/20/2023)
08/22/2023	3902 (26 pgs) Transcript regarding Hearing Held 07/21/2023 Before Judge Stacey G.C. Jernigan (26 pages) RE: Motion to Stay and to Compel Mediation (#3752). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 11/20/2023. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 3891 Hearing held on 7/21/2023. (RE: related document(s) 3752 Motion to compel Mediation / Motion to Stay and to Compel Mediation, filed by Strand Advisors, Inc., Get Good Trust, The Dugaboy Investment Trust, Interested Party James Dondero; (Appearances: A. Ruhland for Movants; D. Deutsche-Perez for HMIT; J. Morris for Reorganized Debtor. Nonevidentiary hearing. Mediation will be ordered (and stay of pending bankruptcy matters for 90 days), as announced orally. Counsel to upload order.)). Transcript to be made available to the public on 11/20/2023. (Rehling, Kathy)
08/22/2023	3919 (7 pgs) DISTRICT COURT Opinion from circuit court re: appeal on appellate case number: 22-10960, AFFIRMED (RE: related document(s) 1889 Amended notice of appeal filed by Creditor The Dugaboy Investment Trust, Creditor Get Good Trust. Civil Case 3:21-cv-00261-L Entered on 8/22/2023 (Whitaker, Sheniqua). (Entered: 09/20/2023)
08/22/2023	3920 (2 pgs) DISTRICT COURT Order from circuit court re: appeal on appellate case number: 22-10960, AFFIRMED (RE: related document(s) 1889 Amended notice of appeal filed by Creditor The

	<p>Dugaboy Investment Trust, Creditor Get Good Trust, Civil Case 3:21-cv-00261 Entered on 8/22/2023 (Whitaker, Sheniqua). (Entered: 09/20/2023)</p>
08/25/2023	<p>3903 (105 pgs) Memorandum of Opinion Pursuant to Plan "Gatekeeper Provision" and Pre-Confirmation "Gatekeeper Orders"; Denying Hunter Mountain Investment Trust's Emergency Motion for Leave to File Verified Adversary Proceeding (RE: related document(s)3699 Motion for leave filed by Creditor Hunter Mountain Investment Trust and Supplemental documents #3760, 3815,3816). Entered on 8/25/2023 (Okafor, Marcey)</p>
08/25/2023	<p>3904 (105 pgs) Order Pursuant to Plan "Gatekeeper Provision" and Pre-Confirmation "Gatekeeper Orders" Denying Hunter Mountain Investment Trust's Emergency Motion for Leave to File Verified Adversary Proceeding (RE: related document(s)3699 Motion for leave filed by Creditor Hunter Mountain Investment Trust and Supplemental documents #3760, 3815,3816) Entered on 8/25/2023. (Okafor, Marcey)</p>
09/08/2023	<p>3905 (73 pgs; 7 docs) Motion to Reconsider(related documents 3903 Memorandum of opinion, 3904 Order on motion for leave)to Alter or Amend Order, to Amend or Make Additional Findings, for Relief from Order, or, Alternatively, for New Trial Under Federal Rules of Bankruptcy Procedure 7052, 9023, and 9024 and Incorporated Relief Filed by Creditor Hunter Mountain Investment Trust (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit # 5 Exhibit # 6 Proposed Order) (McEntire, Sawnie)</p>
09/08/2023	<p>3906 (275 pgs; 9 docs) Notice of appeal of Memorandum Opinion and Order Pursuant to Plan "Gatekeeper Provision" and Pre-Confirmation "Gatekeeper Orders": Denying Hunter Mountain Investment Trust's Emergency Motion for Leave to File Verified Adversary Proceeding. Fee Amount \$298 filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)3904 Order on motion for leave). Appellant Designation due by 09/22/2023. (Attachments: # 1 Exhibit Ex. 1 # 2 Exhibit Ex. 2 # 3 Exhibit # 4 Exhibit # 5 Exhibit # 6 Exhibit # 7 Exhibit # 8 Exhibit)(McEntire, Sawnie)</p>
09/08/2023	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcap] (298.00). Receipt number C30715984, amount \$ 298.00 (re: Doc# 3906). (U.S. Treasury)</p>
09/11/2023	<p>3907 (1 pg) Clerk's correspondence requesting to amend notice of appeal from attorney for creditor. (RE: related document(s)3906 Notice of appeal of Memorandum Opinion and Order Pursuant to Plan "Gatekeeper Provision" and Pre-Confirmation "Gatekeeper Orders": Denying Hunter Mountain Investment Trust's Emergency Motion for Leave to File Verified Adversary Proceeding. Fee Amount \$298 filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)3904 Order on motion for leave). Appellant Designation due by 09/22/2023. (Attachments: # 1 Exhibit Ex. 1 # 2 Exhibit Ex. 2 # 3 Exhibit # 4 Exhibit # 5 Exhibit # 6 Exhibit # 7 Exhibit # 8 Exhibit)) Responses due by 9/13/2023. (Whitaker, Sheniqua)</p>
09/12/2023	<p>3908 (275 pgs; 9 docs) Amended notice of appeal filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)3906 Notice of appeal). (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit # 5 Exhibit # 6 Exhibit # 7 Exhibit # 8 Exhibit)(McEntire, Sawnie)</p>
09/13/2023	<p>3910 (28 pgs; 2 docs) Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders Filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr. (Attachments: # 1 Exhibit A - Proposed Order) (Stancil, Mark)</p>
09/13/2023	<p>3911 (14 pgs; 5 docs) Trustee's motion to be included in mediation (Order Doc. No. 3897). Filed by Chapter 7 trustee Scott Seidel, debtors Highland Select Equity Master Fund, L.P. and Highland Select Equity Fund, GP, L.P. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4)(Seidel, Scott)</p>
09/13/2023	<p>3912 (207 pgs; 15 docs) Declaration re: Motion for Contempt filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr. (RE: related document(s)3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation</p>

	of the Gatekeeper Provision and Gatekeeper Orders). (Attachments: # <u>1</u> Exhibit 1 # <u>2</u> Exhibit 2 # <u>3</u> Exhibit 3 # <u>4</u> Exhibit 4 # <u>5</u> Exhibit 5 # <u>6</u> Exhibit 6 # <u>7</u> Exhibit 7 # <u>8</u> Exhibit 8 # <u>9</u> Exhibit 9 # <u>10</u> Exhibit 10 # <u>11</u> Exhibit 11 # <u>12</u> Exhibit 12 # <u>13</u> Exhibit 13 # <u>14</u> Exhibit 14) (Levy, Joshua)
09/13/2023	3913 (1 pg) Notice of Appearance and Request for Notice by Scott M. Seidel filed by Attorney Scott M. Seidel. (Seidel, Scott)
09/13/2023	3914 (228 pgs; 10 docs) Declaration re: <i>Motion for Contempt</i> filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr. (RE: related document(s) 3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders). (Attachments: # <u>1</u> Exhibit 1 # <u>2</u> Exhibit 2 # <u>3</u> Exhibit 3 # <u>4</u> Exhibit 4 # <u>5</u> Exhibit 5 # <u>6</u> Exhibit 6 # <u>7</u> Exhibit 7 # <u>8</u> Exhibit 8 # <u>9</u> Exhibit 9) (Stancil, Mark)
09/15/2023	3915 (283 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s) 3908 Amended notice of appeal filed by Creditor Hunter Mountain Investment Trust (RE: related document(s) 3906 Notice of appeal). (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit # 5 Exhibit # 6 Exhibit # 7 Exhibit # 8 Exhibit)) (Attachments: # <u>1</u> Service List) (Whitaker, Sheniqua)
09/15/2023	3916 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s) 3908 Amended Notice of appeal of <i>Memorandum Opinion and Order Pursuant to Plan "Gatekeeper Provision" and Pre-Confirmation "Gatekeeper Orders": Denying Hunter Mountain Investment Trust's Emergency Motion for Leave to File Verified Adversary Proceeding</i> . Fee Amount \$298 filed by Creditor Hunter Mountain Investment Trust (RE: related document(s) 3904 Order on motion for leave). Appellant Designation due by 09/22/2023. (Attachments: # 1 Exhibit Ex. 1 # 2 Exhibit Ex. 2 # 3 Exhibit # 4 Exhibit # 5 Exhibit # 6 Exhibit # 7 Exhibit # 8 Exhibit)) (Whitaker, Sheniqua) (Entered: 09/19/2023)
09/15/2023	3917 (6 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:23-cv-02071-E. (RE: related document(s) 3908 Amended notice of appeal filed by Creditor Hunter Mountain Investment Trust (RE: related document(s) 3906 Notice of appeal). (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit # 5 Exhibit # 6 Exhibit # 7 Exhibit # 8 Exhibit)) (Whitaker, Sheniqua) (Entered: 09/19/2023)
09/20/2023	3918 (3 pgs) Notice of Appearance and Request for Notice <i>Hogan Lovells US LLP</i> by Susan B. Hersh filed by Interested Parties John S. Dubel, Hon.Russell F. Nelms (Ret.). (Hersh, Susan)
09/21/2023	3923 (2 pgs) Notice of Appearance and Request for Notice by Jerry C. Alexander filed by Attorney Scott M. Seidel. (Alexander, Jerry)
09/21/2023	3924 (30 pgs; 3 docs) Motion for ex parte relief <i>Request for Hearing on Trustee Scott Seidel's Motion to Be Included in Mediation</i> Filed by Attorney Scott M. Seidel (Attachments: # <u>1</u> Exhibit A # <u>2</u> Exhibit B) (Alexander, Jerry)
09/21/2023	3925 (24 pgs) BNC certificate of mailing. (RE: related document(s) 3916 Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s) 3908 Amended Notice of appeal of <i>Memorandum Opinion and Order Pursuant to Plan "Gatekeeper Provision" and Pre-Confirmation "Gatekeeper Orders": Denying Hunter Mountain Investment Trust's Emergency Motion for Leave to File Verified Adversary Proceeding</i> . Fee Amount \$298 filed by Creditor Hunter Mountain Investment Trust (RE: related document(s) 3904 Order on motion for leave). Appellant Designation due by 09/22/2023. (Attachments: # 1 Exhibit Ex. 1 # 2 Exhibit Ex. 2 # 3 Exhibit # 4 Exhibit # 5 Exhibit # 6 Exhibit # 7 Exhibit # 8 Exhibit)) No. of Notices: 1. Notice Date 09/21/2023. (Admin.)
09/22/2023	3926 (1 pg) Notice of hearing filed by Attorney Scott M. Seidel (RE: related document(s) 3911 Trustee's motion to be included in mediation (Order Doc. No. 3897). Filed by Chapter 7 trustee Scott Seidel, debtors Highland Select Equity Master Fund, L.P. and Highland Select Equity Fund, GP, L.P.

(Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4)). Hearing to be held on 10/2/2023 at 02:30 PM Dallas Judge Jernigan Ctrm for [3911](#), (Alexander, Jerry)

09/22/2023	<p>● 3927 (4 pgs) Response unopposed to (related document(s): 3911 Trustee's motion <i>to be included in mediation (Order Doc. No. 3897)</i>. Filed by Chapter 7 trustee Scott Seidel, debtors Highland Select Equity Master Fund, L.P. and Highland Select Equity Fund, GP, L.P.) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust. (Annable, Zachery)</p>
09/22/2023	<p>● 3928 (3 pgs) Notice <i>Regarding Appeal and Pending Post-Judgment Motion</i> filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)3905 Motion to Reconsider(related documents 3903 Memorandum of opinion, 3904 Order on motion for leave)<i>to Alter or Amend Order, to Amend or Make Additional Findings, for Relief from Order, or, Alternatively, for New Trial Under Federal Rules of Bankruptcy Procedure 7052, 9023, and 9024 and Incorporated Relief</i> Filed by Creditor Hunter Mountain Investment Trust (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit # 5 Exhibit # 6 Proposed Order), 3906 Notice of appeal of Memorandum Opinion and Order Pursuant to Plan "Gatekeeper Provision" and Pre-Confirmation "Gatekeeper Orders": Denying Hunter Mountain Investment Trust's Emergency Motion for Leave to File Verified Adversary Proceeding. Fee Amount \$298 filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)3904 Order on motion for leave). Appellant Designation due by 09/22/2023. (Attachments: # 1 Exhibit Ex. 1 # 2 Exhibit Ex. 2 # 3 Exhibit # 4 Exhibit # 5 Exhibit # 6 Exhibit # 7 Exhibit # 8 Exhibit), 3908 Amended notice of appeal filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)3906 Notice of appeal). (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit # 5 Exhibit # 6 Exhibit # 7 Exhibit # 8 Exhibit), 3917 Notice of docketing notice of appeal. Civil Action Number: 3:23-cv-02071-E. (RE: related document(s)3908 Amended notice of appeal filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)3906 Notice of appeal). (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit # 5 Exhibit # 6 Exhibit # 7 Exhibit # 8 Exhibit))). (McEntire, Sawnie)</p>
09/25/2023	<p>● 3929 (1 pg) Order setting hearing (RE: related document(s)3924 Motion for ex parte relief filed by Attorney Scott M. Seidel). Hearing to be held on 10/2/2023 at 02:30 PM Dallas Judge Jernigan Ctrm for 3924, Entered on 9/25/2023 (Okafor, Marcey)</p>
09/27/2023	<p>● 3930 (6 pgs) Response unopposed to (related document(s): 3911 Trustee's motion <i>to be included in mediation (Order Doc. No. 3897)</i>. Filed by Chapter 7 trustee Scott Seidel, debtors Highland Select Equity Master Fund, L.P. and Highland Select Equity Fund, GP, L.P.) filed by Interested Party James Dondero, Get Good Trust, Hunter Mountain Investment Trust, Strand Advisors, Inc., The Dugaboy Investment Trust. (Deutsch-Perez, Deborah)</p>
09/28/2023	<p>● 3931 (8 pgs) Certificate of service re: The Highland Parties Response to Trustees Motion to Be Included in Mediation Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3927 Response unopposed to (related document(s): 3911 Trustee's motion <i>to be included in mediation (Order Doc. No. 3897)</i>. Filed by Chapter 7 trustee Scott Seidel, debtors Highland Select Equity Master Fund, L.P. and Highland Select Equity Fund, GP, L.P.) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust. filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust). (Kass, Albert)</p>
10/02/2023	<p>● 3932 Hearing held on 10/2/2023. (RE: related document(s) 3911 Trustee's motion to be included in mediation (Order Doc. No. 3897), filed by Chapter 7 trustee Scott Seidel, debtors Highland Select Equity Master Fund, L.P. and Highland Select Equity Fund, GP, L.P., (Appearances: J. Alexander, for and with S. Seidel, Chapter 7 Trustee, G. Demo for Highland parties; D. Deutsche-Perez for Dugaboy and other Respondants. Nonevidentiary hearing. Motoin denied. Counsel to upload order.) (Edmond, Michael)</p>
10/03/2023	<p>● 3933 (1 pg) Request for transcript regarding a hearing held on 10/2/2023. The requested turn-around time is hourly. (Edmond, Michael)</p>
10/03/2023	<p>● 3934 (2 pgs) Order on Trustee's motion to be included in mediation (related document # 3911) Entered on 10/3/2023. (Okafor, Marcey)</p>

10/03/2023	<p> 3935 (34 pgs) Transcript regarding Hearing Held 10/02/2023 Before Judge Stacey G.C. Jernigan (34 Pages) RE: Trustee's Motion to be Included in Mediation (#3911). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 01/1/2024. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 3932 Hearing held on 10/2/2023. (RE: related document(s) 3911 Trustee's motion to be included in mediation (Order Doc. No. 3897), filed by Chapter 7 trustee Scott Seidel, debtors Highland Select Equity Master Fund, L.P. and Highland Select Equity Fund, GP, L.P., (Appearances: J. Alexander, for and with S. Seidel, Chapter 7 Trustee, G. Demo for Highland parties; D. Deutsche-Perez for Dugaboy and other Respondants. Nonevidentiary hearing. Motoin denied. Counsel to upload order.)). Transcript to be made available to the public on 01/1/2024. (Rehling, Kathy)</p>
10/05/2023	<p> 3936 (4 pgs) Order denying motion of Hunter Mountain Investment Trust seeking relief pursuant to Federal Rules of Bankruptcy Procedure 7052, 9023, and 9024 (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit # 5 Exhibit # 6 Proposed Order) (related document # 3905) Entered on 10/5/2023. (Okafor, Marcey)</p>
10/05/2023	<p> 3937 (24 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)3934 Order on Trustee's motion to be included in mediation (related document 3911) Entered on 10/3/2023.) No. of Notices: 0. Notice Date 10/05/2023. (Admin.)</p>
10/09/2023	<p> 3938 (3 pgs) Motion to appear pro hac vice for Richard L. Wynne. Fee Amount \$100 Filed by Interested Parties John S. Dubel, Hon.Russell F. Nelms (Ret.) (Wynne, Richard)</p>
10/10/2023	<p> 3939 (5 pgs; 2 docs) Motion to appear pro hac vice for Edward J. McNeilly. Fee Amount \$100 Filed by Interested Parties John S. Dubel , Hon.Russell F. Nelms (Ret.) (Ecker, C.) Additional attachment(s) added on 10/11/2023 (Ecker, C.).</p>
10/10/2023	<p> Receipt of Pro Hac Vice Filing Fee - \$100.00 by CE. Receipt Number 339899. (admin)</p>
10/16/2023	<p> 3940 (1 pg) Order granting motion to appear pro hac vice adding Richard L. Wynne for John S. Dubel and Hon.Russell F. Nelms (Ret.) (related document # 3938) Entered on 10/16/2023. (Okafor, Marcey)</p>
10/16/2023	<p> 3941 (1 pg) Order granting motion to appear pro hac vice adding Edward J. McNeilly for John S. Dubel and Hon.Russell F. Nelms (Ret.) (related document 3939) Entered on 10/16/2023. (Okafor, Marcey) Modified to add party on 10/16/2023 (Okafor, Marcey).</p>
10/17/2023	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number A30817329, amount \$ 100.00 (re: Doc# 3938). (U.S. Treasury)</p>
10/18/2023	<p> 3942 (23 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)3940 Order granting motion to appear pro hac vice adding Richard L. Wynne for John S. Dubel and Hon.Russell F. Nelms (Ret.) (related document 3938) Entered on 10/16/2023.) No. of Notices: 1. Notice Date 10/18/2023. (Admin.)</p>
10/18/2023	<p> 3943 (23 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)3941 Order granting motion to appear pro hac vice adding Edward J. McNeilly for John S. Dubel and Hon.Russell F. Nelms (Ret.) (related document 3939) Entered on 10/16/2023. (Okafor, Marcey) Modified to add party on 10/16/2023 .) No. of Notices: 1. Notice Date 10/18/2023. (Admin.)</p>
10/19/2023	<p>  3944 (1 pg) PDF with attached Audio File. Court Date & Time [10/02/2023 02:02:15 PM]. File Size [13137 KB]. Run Time [00:56:07]. (admin).</p>

10/19/2023	<p>● 3945 (284 pgs; 11 docs) Second Amended notice of appeal filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)3906 Notice of appeal). (Attachments: # 1 Exhibit Ex. 1 # 2 Exhibit Ex. 2 # 3 Exhibit Ex. 3 # 4 Exhibit Ex. 4 # 5 Exhibit Ex. 5 # 6 Exhibit Ex. 5a # 7 Exhibit Ex. 6 # 8 Exhibit Ex. 7 # 9 Exhibit Ex. 8 # 10 Exhibit Ex. 9)(McEntire, Sawnie)</p>
10/19/2023	<p>● 3946 (13 pgs) INCORRECT ENTRY. Incorrect event code. Statement of issues on appeal, <i>and Designation of Items for Inclusion in the Appellate Record</i> filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)3906 Notice of appeal, 3945 Amended notice of appeal). (McEntire, Sawnie) Modified on 10/20/2023 (Whitaker, Sheniqua).</p>
10/20/2023	<p>● 3947 INCORRECT ENTRY. Incomplete Form. Clerk's correspondence regarding second amended notice of appeal from attorney for appellant. (RE: related document(s)3945 Second Amended notice of appeal filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)3906 Notice of appeal). (Attachments: # 1 Exhibit Ex. 1 # 2 Exhibit Ex. 2 # 3 Exhibit Ex. 3 # 4 Exhibit Ex. 4 # 5 Exhibit Ex. 5 # 6 Exhibit Ex. 5a # 7 Exhibit Ex. 6 # 8 Exhibit Ex. 7 # 9 Exhibit Ex. 8 # 10 Exhibit Ex. 9)) Responses due by 10/23/2023. (Whitaker, Sheniqua)</p>
10/20/2023	<p>● 3948 (1 pg) INCORRECT ENTRY. Clerk's correspondence submitted incorrectly. (RE: related document(s)3945 Second Amended notice of appeal filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)3906 Notice of appeal). (Attachments: # 1 Exhibit Ex. 1 # 2 Exhibit Ex. 2 # 3 Exhibit Ex. 3 # 4 Exhibit Ex. 4 # 5 Exhibit Ex. 5 # 6 Exhibit Ex. 5a # 7 Exhibit Ex. 6 # 8 Exhibit Ex. 7 # 9 Exhibit Ex. 8 # 10 Exhibit Ex. 9)) Responses due by 10/23/2023. (Whitaker, Sheniqua) Modified on 10/20/2023 (Whitaker, Sheniqua).</p>
10/20/2023	<p>● 3949 (1 pg) Clerk's correspondence requesting to refile document from attorney for appellant. (RE: related document(s)3946 INCORRECT ENTRY. Incorrect event code. Statement of issues on appeal, <i>and Designation of Items for Inclusion in the Appellate Record</i> filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)3906 Notice of appeal, 3945 Amended notice of appeal). (McEntire, Sawnie) Modified on 10/20/2023 .) Responses due by 10/23/2023. (Whitaker, Sheniqua)</p>
10/20/2023	<p>● 3950 (14 pgs) Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. <i>Supplemental</i> filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)3906 Notice of appeal, 3908 Amended notice of appeal, 3945 Amended notice of appeal). Appellee designation due by 11/3/2023. (McEntire, Sawnie)</p>
10/23/2023	<p>● 3951 (13 pgs) Amended Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. <i>Second Supplemental</i> filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)3906 Notice of appeal, 3908 Amended notice of appeal, 3945 Amended notice of appeal). Appellee designation due by 11/6/2023. (McEntire, Sawnie) Modified TEXT on 10/24/2023 (Blanco, J.).</p>
10/23/2023	<p>● 3952 (2 pgs) Notice of Appearance and Request for Notice by James Jay Lee filed by Interested Parties The Pettit Law Firm, Lynn Pinker Hurst & Schwegmann, LLP. (Lee, James)</p>
10/23/2023	<p>● 3953 (3 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 09/30/2023 filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit Global Notes to Post-Confirmation Report) (Annable, Zachery)</p>
10/23/2023	<p>● 3954 (3 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 09/30/2023 filed by Other Professional Highland Claimant Trust. (Attachments: # 1 Exhibit Global Notes to Post-Confirmation Report) (Annable, Zachery)</p>
10/23/2023	<p>● 3955 (12 pgs; 2 docs) Amended Chapter 11 Post-Confirmation Report for the Quarter Ending: 09/30/2023 filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3953 Chapter 11</p>

	Post-Confirmation Report). (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)
10/23/2023	<p>● 3956 (12 pgs; 2 docs) Amended Chapter 11 Post-Confirmation Report for the Quarter Ending: 09/30/2023 filed by Other Professional Highland Claimant Trust (RE: related document(s)3954 Chapter 11 Post-Confirmation Report). (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)</p>
10/24/2023	<p>● 3957 (261 pgs; 4 docs) Motion to strike (related document(s): 3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders filed by Debtor Highland Capital Management, L.P., Creditor James P. Seery, Other Professional James P. Seery, Other Professional Highland Claimant Trust) and <i>Response Subject Thereto Opposing the Movants' Motion Requesting an Order Requiring Lynn Pinker and Pettit to Show Cause Why They Should Not be Held in Civil Contempt for Violating the Gatekeeper Provision and Gatekeeper Orders</i> Filed by Interested Parties Lynn Pinker Hurst & Schwegmann, LLP, The Pettit Law Firm Objections due by 11/10/2023. (Attachments: # 1 Exhibit 1 - Proposed Order # 2 Exhibit A - Declaration of Julie Pettit # 3 Exhibit B - Declaration of Michael K. Hurst) (Lee, James)</p>
10/24/2023	<p>● 3958 (25 pgs) Response opposed to (related document(s): 3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders filed by Debtor Highland Capital Management, L.P., Creditor James P. Seery, Other Professional James P. Seery, Other Professional Highland Claimant Trust) filed by Creditor Scott Ellington. (Hartmann, Margaret)</p>
10/24/2023	<p>● 3959 (595 pgs; 5 docs) Declaration re: <i>Ellington's Response in Opposition to the Joint Motion of Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr. for an Order Requiring Ellington and His Counsel to Show Cause Why They Should Not Be Held in Civil Contempt for Violating the Gatekeeper Provision and Gatekeeper Orders</i> filed by Creditor Scott Ellington (RE: related document(s)3958 Response). (Attachments: # 1 Exhibit 2 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4) (Hartmann, Margaret)</p>
10/25/2023	<p>● 3960 (10 pgs) Support/supplemental document <i>Notice of Filing Exhibit "1" to Declaration of Michelle Hartmann in Support of Ellington's Response in Opposition to the Joint Motion of Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr. for an Order Requiring Ellington and His Counsel to Show Cause Why They Should Not Be Held in Civil Contempt for Violating the Gatekeeper Provision and Gatekeeper Orders</i> filed by Creditor Scott Ellington (RE: related document(s)3959 Declaration). (Hartmann, Margaret)</p>
10/30/2023	<p>● 3961 (6 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders Filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr. (Attachments: # 1 Exhibit A - Proposed Order)). Hearing to be held on 12/4/2023 at 01:30 PM Dallas Judge Jernigan Ctrm for 3910, (Annable, Zachery)</p>
10/31/2023	<p>● 3962 (13 pgs) Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3819 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
11/01/2023	<p>● 3963 (6 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3962 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3819 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 12/4/2023 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3962, (Annable, Zachery)</p>

11/07/2023	<p>● 3964 (5 pgs; 2 docs) Joint Notice of Mediation Report filed by Interested Party James Dondero, Get Good Trust, Hunter Mountain Investment Trust, Strand Advisors, Inc., The Dugaboy Investment Trust (RE: related document(s)3897 Order granting in part, denying in part motion to stay and to compel mediation (related document 3752) Entered on 8/2/2023.). (Attachments: # 1 Exhibit A) (Deutsch-Perez, Deborah)</p>
11/08/2023	<p>● 3965 (10 pgs) Certificate of service re: Notice of Hearing re: Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr.s Joint Motion for an Order Requiring Scott Byron Ellington and His Counsel to Show Cause Why They Should Not be Held in Civil Contempt for Violating the Gatekeeper Provision and Gatekeeper Orders Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3961 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders Filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr. (Attachments: # 1 Exhibit A - Proposed Order)). Hearing to be held on 12/4/2023 at 01:30 PM Dallas Judge Jernigan Ctrm for 3910, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/08/2023	<p>● 3966 (16 pgs) Certificate of service re: Reorganized Debtor's Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3962 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3819 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/08/2023	<p>● 3967 (16 pgs) Certificate of service re: Notice of Hearing re: Reorganized Debtor's Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3963 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3962 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3819 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 12/4/2023 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3962, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
11/09/2023	<p>● 3968 (3 pgs) Certificate of service re: Motion and Notice filed by Creditor James P. Seery Jr. (RE: related document(s)3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders, 3961 Notice of hearing). (Robin, Lindsey)</p>
11/10/2023	<p>● 3969 (19 pgs) Reply to (related document(s): 3958 Response filed by Creditor Scott Ellington) (<i>Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr.s Reply in Further Support of Their Joint Motion for Civil Contempt and in Opposition to Ellingtons Counsels Motion to Strike</i>) filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr.. (Stancel, Mark)</p>
11/15/2023	<p>● 3970 (3 pgs) Notice of hearing filed by Interested Parties Lynn Pinker Hurst & Schwegmann, LLP, The Pettit Law Firm (RE: related document(s)3957 Motion to strike (related document(s): 3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders filed by Debtor Highland Capital Management, L.P., Creditor James P. Seery, Other Professional James P. Seery, Other Professional Highland Claimant Trust) <i>and Response Subject Thereto Opposing the Movants' Motion Requesting an Order Requiring Lynn Pinker and Pettit to Show Cause Why They Should Not be Held in Civil Contempt for Violating the Gatekeeper Provision and Gatekeeper Orders</i> Filed by Interested Parties Lynn Pinker Hurst & Schwegmann, LLP, The Pettit Law Firm Objections due by 11/10/2023. (Attachments: # 1 Exhibit 1 - Proposed Order # 2 Exhibit A - Declaration of Julie Pettit # 3 Exhibit B - Declaration of Michael K. Hurst)). Hearing to be held on 12/4/2023 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 3957, (Lee, James)</p>

11/16/2023	<p>● 3971 (6 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3851 Motion for sanctions Other Reimbursement of Highland Capital Management's L.P.'s Attorneys' Fees and Expenses against NexPoint Real Estate Partners, LLC (f/k/a HCRE Partners, LLC) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order)). Hearing to be held on 1/24/2024 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3851, (Annable, Zachery)</p>
11/22/2023	<p>● 3972 (2 pgs) Notice (<i>Highland Capital Management, L.P.'s Notice of Intent to Lift the Stay for Purpose of Prosecuting Claim Objection</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3736 Order approving Stipulation staying contested matter concerning Highland Capital Management L.P.'s objection to schedule claims 3.65 and 3.66 of Highland CLO Management, LTD and related matters (RE: related document(s)3695 Motion to intervene filed by Creditor Acis Capital Management, L.P.). Entered on 4/13/2023). (Annable, Zachery)</p>
11/27/2023	<p>● 3973 (3 pgs) Certificate of no objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3962 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3819 Order on motion to extend/shorten time)). (Annable, Zachery)</p>
11/27/2023	<p>● 3974 (2 pgs) Joinder by filed by Interested Parties John S. Dubel, Hon.Russell F. Nelms (Ret.) (RE: related document(s)3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders, 3969 Reply). (Hersh, Susan)</p>
11/28/2023	<p>● 3975 (713 pgs; 2 docs) Joinder by <i>Patrick Daugherty</i> filed by Creditor Patrick Daugherty (RE: related document(s)3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders, 3969 Reply). (Attachments: # 1 Exhibit A) (Brookner, Jason)</p>
11/30/2023	<p>● 3976 (239 pgs; 15 docs) Witness and Exhibit List <i>for December 4, 2023 Hearing Wherein Movants' Seek an Order to Show Cause</i> filed by Interested Parties Lynn Pinker Hurst & Schwegmann, LLP, The Pettit Law Firm (RE: related document(s)3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders, 3957 Motion to strike (related document(s): 3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders filed by Debtor Highland Capital Management, L.P., Creditor). (Attachments: # 1 Exhibit A # 2 Exhibit A-1 # 3 Exhibit A-2 # 4 Exhibit A-3 # 5 Exhibit A-4 # 6 Exhibit A-5 # 7 Exhibit A-6 # 8 Exhibit A-7 # 9 Exhibit A-8 # 10 Exhibit A-9 # 11 Exhibit A-10 # 12 Exhibit A-11 # 13 Exhibit A-12 # 14 Exhibit B) (Lee, James)</p>
11/30/2023	<p>● 3977 (1236 pgs; 40 docs) Witness and Exhibit List (<i>Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr.'s Witness and Exhibit List with Respect to Hearing to Be Held on December 4, 2023</i>) filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr. (RE: related document(s)3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36 # 37 Exhibit 37 # 38 Exhibit 38 # 39 Exhibit 39) (Annable, Zachery)</p>
11/30/2023	<p>● 3978 (727 pgs; 11 docs) Witness and Exhibit List <i>Ellington's Witness and Exhibit List for the hearing scheduled on December 4, 2023</i> filed by Creditor Scott Ellington (RE: related document(s)3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders). (Attachments: # 1 Exhibit SE-1 # 2 Exhibit SE-2 # 3 Exhibit SE-3 # 4 Exhibit SE-4 # 5 Exhibit SE-5 # 6 Exhibit SE-6 # 7 Exhibit SE-7 # 8 Exhibit SE-8 # 9 Exhibit SE-9 # 10 Exhibit SE-10) (Hartmann, Margaret)</p>

12/01/2023	<p>● 3979 (4 pgs) Objection to (related document(s): 3975 Joinder filed by Creditor Patrick Daugherty. Filed by Interested Parties Lynn Pinker Hurst & Schwegmann, LLP, The Pettit Law Firm. (Lee, James) Modified to correct linkage on 12/4/2023 (Ecker, C.).</p>
12/01/2023	<p>● 3980 (2 pgs) Joinder by <i>Scott Ellington in Lynn Pinker Hurst & Schwegmann, LLP and The Pettit Law Firm's Objection to the Joinder of Patrick Daugherty</i> filed by Creditor Scott Ellington (RE: related document(s)3979 Objection). (Hartmann, Margaret)</p>
12/04/2023	<p>● 3981 (52 pgs; 4 docs) Motion for leave to <i>File Adversary Complaint</i> Filed by Interested Party James Dondero, Creditor Strand Advisors, Inc. (Attachments: # 1 Exhibit Exhibit A # 2 Exhibit Exhibit B # 3 Proposed Order Proposed Order) (Ruhland, Amy)</p>
12/04/2023	<p>● 3983 (1 pg) Court admitted exhibits date of hearing December 4, 2023 (RE: related document(s)3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr. (Attachments: # 1 Exhibit A - Proposed Order), 3957 Motion to strike (related document(s): 3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders filed by Debtor Highland Capital Management, L.P., Creditor James P. Seery, Other Professional James P. Seery, Other Professional Highland Claimant Trust) and Response Subject Thereto Opposing the Movants' Motion Requesting an Order Requiring Lynn Pinker and Pettit to Show Cause Why They Should Not be Held in Civil Contempt for Violating the Gatekeeper Provision and Gatekeeper Orders filed by Interested Parties Lynn Pinker Hurst & Schwegmann, LLP, The Pettit Law Firm Objections due by 11/10/2023. (The Court Admitted All Exhibits that Appear at Doc. #3976, #3977 & #3978 Announced in Court) (Edmond, Michael) (Entered: 12/05/2023)</p>
12/04/2023	<p>● 3985 Hearing held on 12/4/2023. (RE: related document(s) 3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr. (Attachments: # 1 Exhibit A - Proposed Order), (Appearances: J. Morris and H. Winograd for Debtor; J. Levy and M. Stancil for J. Seery; M. Hartman and D. Dandeneau for S. Ellington; R. Wynne and S. Hersch for R. Nelms and J. Dubel; J. Lee and M. Lee for State Court Lawyers; L. Lambert for U.S. Trustee. Evidentiary hearing (documents admitted; no live witness testimony). Parties reached agreed resolution of this matter during break of hearing. Agreed Order will be electronically submitted.) (Edmond, Michael) (Entered: 12/06/2023)</p>
12/04/2023	<p>● 3986 Hearing held on 12/4/2023. (RE: related document(s)3957 Motion to strike (related document(s): 3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders filed by Debtor Highland Capital Management, L.P., Creditor James P. Seery, Other Professional James P. Seery, Other Professional Highland Claimant Trust) and Response Subject Thereto Opposing the Movants' Motion Requesting an Order Requiring Lynn Pinker and Pettit to Show Cause Why They Should Not be Held in Civil Contempt for Violating the Gatekeeper Provision and Gatekeeper Orders Filed by Interested Parties Lynn Pinker Hurst & Schwegmann, LLP, The Pettit Law Firm, (Appearances: J. Morris and H. Winograd for Debtor; J. Levy and M. Stancil for J. Seery; M. Hartman and D. Dandeneau for S. Ellington; R. Wynne and S. Hersch for R. Nelms and J. Dubel; J. Lee and M. Lee for State Court Lawyers; L. Lambert for U.S. Trustee. Evidentiary hearing (documents admitted; no live witness testimony). Parties reached agreed resolution of this matter during break of hearing. Agreed Order will be electronically submitted.) (Edmond, Michael) (Entered: 12/06/2023)</p>
12/05/2023	<p>● 3984 (1 pg) Request for transcript regarding a hearing held on 12/4/2023. The requested turn-around time is hourly. (Edmond, Michael)</p>
12/06/2023	<p>● 3987 (101 pgs) Transcript regarding Hearing Held 12/04/2023 Before Judge Stacey G.C. Jernigan (101 Pages) RE: Motion for Order to Show Cause, Motion to Strike. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 03/5/2024. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber</p>

	<p>Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone Number 972-786-3069. (RE: related document(s) 3985 Hearing held on 12/4/2023. (RE: related document(s) 3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr. (Attachments: # 1 Exhibit A - Proposed Order), (Appearances: J. Morris and H. Winograd for Debtor; J. Levy and M. Stancil for J. Seery; M. Hartman and D. Dandeneau for S. Ellington; R. Wynne and S. Hersch for R. Nelms and J. Dubel; J. Lee and M. Lee for State Court Lawyers; L. Lambert for U.S. Trustee. Evidentiary hearing (documents admitted; no live witness testimony). Parties reached agreed resolution of this matter during break of hearing. Agreed Order will be electronically submitted.), 3986 Hearing held on 12/4/2023. (RE: related document(s) 3957 Motion to strike (related document(s): 3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders filed by Debtor Highland Capital Management, L.P., Creditor James P. Seery, Other Professional James P. Seery, Other Professional Highland Claimant Trust) and Response Subject Thereto Opposing the Movants' Motion Requesting an Order Requiring Lynn Pinker and Pettit to Show Cause Why They Should Not be Held in Civil Contempt for Violating the Gatekeeper Provision and Gatekeeper Orders Filed by Interested Parties Lynn Pinker Hurst & Schwegmann, LLP, The Pettit Law Firm, (Appearances: J. Morris and H. Winograd for Debtor; J. Levy and M. Stancil for J. Seery; M. Hartman and D. Dandeneau for S. Ellington; R. Wynne and S. Hersch for R. Nelms and J. Dubel; J. Lee and M. Lee for State Court Lawyers; L. Lambert for U.S. Trustee. Evidentiary hearing (documents admitted; no live witness testimony). Parties reached agreed resolution of this matter during break of hearing. Agreed Order will be electronically submitted.)). Transcript to be made available to the public on 03/5/2024. (Rehling, Kathy)</p>
12/07/2023	<p>3988 (1 pg) Transmittal of record on appeal to U.S. District Court . Complete record on appeal . ,Transmitted: Volume 1, Mini Record. Number of appellant volumes: 42 . Civil Case Number: 3:23-CV-2071-E (RE: related document(s) 3906 Notice of appeal 3908 Amended notice of appeal filed by Creditor Hunter Mountain Investment Trust 3945 Second Amended notice of appeal filed by Creditor Hunter Mountain Investment Trust) (Blanco, J.)</p>
12/07/2023	<p>3989 (1 pg) Notice of docketing COMPLETE record on appeal. 3:23-CV-02071-E (RE: related document(s) 3906 Notice of appeal 3908 Amended notice of appeal 3945 Second Amended notice of appeal filed by Creditor Hunter Mountain Investment Trust (RE: related document(s) 3906 Notice of appeal). (Attachments: # 1 Exhibit Ex.) (Blanco, J.)</p>
12/08/2023	<p>3990 (2 pgs) Order Further Extending Period Within Which The Reorganized Debtor May Remove Actions Pursuant to 28 USC Section 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (related doc. 3962 Motion to extend time.) Entered on 12/8/2023. (Okafor, Marcey)</p>
12/12/2023	<p>3991 (4 pgs) Order Denying Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders (related document # 3910) Entered on 12/12/2023. (Okafor, Marcey)</p>
12/18/2023	<p>3993 (1 pg) Notice of Transmittal to correct and attach Mini Record to DC docket 23-CV-02071-E (RE: related document(s) 3989 Notice of docketing COMPLETE record on appeal. 3:23-CV-02071-E (RE: related document(s) 3906 Notice of appeal 3908 Amended notice of appeal 3945 Second Amended notice of appeal filed by Creditor Hunter Mountain Investment Trust (RE: related document(s) 3906 Notice of appeal). (Attachments: # 1 Exhibit Ex.) (Blanco, J.)). (Blanco, J.)</p>
12/18/2023	<p>3994 (16 pgs) Certificate of service re: re: Order Further Extending Period Within Which the Reorganized Debtor May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3990 Order Further Extending Period Within Which The Reorganized Debtor May Remove Actions Pursuant to 28 USC Section 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (related doc. 3962 Motion to extend time.) Entered on 12/8/2023.). (Kass, Albert)</p>
12/22/2023	<p>3995 (23 pgs) Response opposed to (related document(s): 3851 Motion for sanctions Other Reimbursement of Highland Capital Management's L.P.'s Attorneys' Fees and Expenses against NexPoint</p>

	Real Estate Partners, LLC (f/k/a HCRE Partners, LLC) filed by Debtor Highland Capital Management, L.P.) filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. (Gamerros, Charles)
12/26/2023	3996 (35 pgs) Response opposed to (related document(s): 3981 Motion for leave to <i>File Adversary Complaint</i> filed by Interested Party James Dondero, Creditor Strand Advisors, Inc.) filed by Attorney Pachulski Stang Ziehl & Jones LLP. (Annable, Zachery)
12/26/2023	3997 (35 pgs) Amended Response opposed to (related document(s): 3981 Motion for leave to <i>File Adversary Complaint</i> filed by Interested Party James Dondero, Creditor Strand Advisors, Inc.) filed by Attorney Pachulski Stang Ziehl & Jones LLP. (Annable, Zachery)
12/26/2023	3998 (404 pgs; 12 docs) Declaration re: (<i>Declaration of Hayley R. Winograd in Support of PSZJ's Amended Opposition to Motion of James D. Dondero and Strand Advisors, Inc. for Leave to File Adversary Complaint</i>) filed by Attorney Pachulski Stang Ziehl & Jones LLP (RE: related document(s) 3997 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11) (Annable, Zachery)
12/27/2023	3999 (1 pg) Clerk's correspondence requesting an order (RE: related document(s) 3957 Motion to strike (related document(s): 3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders filed by Debtor Highland Capital Management, L.P., Creditor James P. Seery, Other Professional James P. Seery, Other Professional Highland Claimant Trust) and <i>Response Subject Thereto Opposing the Movants' Motion Requesting an Order Requiring Lynn Pinker and Pettit to Show Cause Why They Should Not be Held in Civil Contempt for Violating the Gatekeeper Provision and Gatekeeper Orders</i> Filed by Interested Parties Lynn Pinker Hurst & Schwegmann, LLP, The Pettit Law Firm Objections due by 11/10/2023. (Attachments: # 1 Exhibit 1 - Proposed Order # 2 Exhibit A - Declaration of Julie Pettit # 3 Exhibit B - Declaration of Michael K. Hurst)) Responses due by 1/3/2024. (Ecker, C.)
01/01/2024	4000 (138 pgs; 2 docs) Motion for leave to <i>File a Delaware Complaint</i> Filed by Creditor Hunter Mountain Investment Trust Objections due by 1/22/2024. (Attachments: # 1 Exhibit 1) (Deitsch-Perez, Deborah)
01/01/2024	4001 (115 pgs; 17 docs) Support/supplemental document <i>Appendix in Support of Motion for Leave to File a Delaware Complaint</i> filed by Creditor Hunter Mountain Investment Trust (RE: related document(s) 4000 Motion for leave to <i>File a Delaware Complaint</i>). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16) (Deitsch-Perez, Deborah)
01/05/2024	4002 (2 pgs) Order denying as moot (document # 3957) motion to strike. Entered on 1/5/2024. (Okafor, Marcey)
01/06/2024	4003 (16 pgs) Certificate of service re: re: Highland Capital Management, L.P.'s Notice of Intent to Lift the Stay for the Purpose of Prosecuting Claim Objection Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 3972 Notice (<i>Highland Capital Management, L.P.'s Notice of Intent to Lift the Stay for Purpose of Prosecuting Claim Objection</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 3736 Order approving Stipulation staying contested matter concerning Highland Capital Management L.P.'s objection to schedule claims 3.65 and 3.66 of Highland CLO Management, LTD and related matters (RE: related document(s) 3695 Motion to intervene filed by Creditor Acis Capital Management, L.P.). Entered on 4/13/2023). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
01/09/2024	4005 (5 pgs) Notice of Transmittal of Appellant Record for the 5th Circuit Court of Appeals, 23-10911. District Court docket entires 176-180 in 3:21-CV-00881-X . 233 Appellant Volumes. (Blanco, J.)

01/15/2024	<p>● 4006 (6 pgs) Certificate of service re: 1) PSZJs Amended Opposition to Motion of James D. Dondero and Strand Advisors, Inc. for Leave to File Adversary Complaint; 2) Declaration of Hayley R. Winograd in Support of PSZJs Amended Opposition to Motion of James D. Dondero and Strand Advisors, Inc. for Leave to File Adversary Complaint Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3997 Amended Response opposed to (related document(s): 3981 Motion for leave to File Adversary Complaint filed by Interested Party James Dondero, Creditor Strand Advisors, Inc.) filed by Attorney Pachulski Stang Ziehl & Jones LLP. filed by Attorney Pachulski Stang Ziehl & Jones LLP, 3998 Declaration re: (<i>Declaration of Hayley R. Winograd in Support of PSZJ's Amended Opposition to Motion of James D. Dondero and Strand Advisors, Inc. for Leave to File Adversary Complaint</i>) filed by Attorney Pachulski Stang Ziehl & Jones LLP (RE: related document(s)3997 Response). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11) filed by Attorney Pachulski Stang Ziehl & Jones LLP). (Kass, Albert)</p>
01/15/2024	<p>● 4007 (8 pgs) Certificate of service re: 1) Notice of Filing of the Current Balance Sheet of the Highland Claimant Trust; 2) Notice of Filing of List of Active Litigation Involving and/or Affecting the Highland Parties Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3872 Notice (<i>Notice of Filing of the Current Balance Sheet of the Highland Claimant Trust</i>) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust (RE: related document(s)3870 Order granting motion to continue hearing on (related document 3868) (related documents Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i>) Hearing to be held on 7/21/2023 at 01:00 PM at https://us-courts.webex.com/meet/jerniga for 3752, Entered on 7/5/2023.). filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust, 3873 Notice (<i>Notice of Filing of List of Active Litigation Involving and/or Affecting the Highland Parties</i>) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust (RE: related document(s)3870 Order granting motion to continue hearing on (related document 3868) (related documents Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i>) Hearing to be held on 7/21/2023 at 01:00 PM at https://us-courts.webex.com/meet/jerniga for 3752, Entered on 7/5/2023.). filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust). (Kass, Albert)</p>
01/15/2024	<p>● 4008 (5 pgs) Certificate of service re: 1) Notice of Filing of Order Adopting Report and Recommendation and Final Judgment Against James Dondero and Certain Affiliates; 2) Notice of Filing of Order Adopting Report and Recommendation and Final Judgment Against NexPoint Asset Management, L.P. Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3878 Notice (<i>Notice of Filing of Order Adopting Report and Recommendation and Final Judgment Against James Dondero and Certain Affiliates</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 3879 Notice (<i>Notice of Filing of Order Adopting Report and Recommendation and Final Judgment Against NexPoint Asset Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/15/2024	<p>● 4009 (8 pgs) Certificate of service re: Amended Notice of Filing of List of Active Litigation Involving and/or Affecting the Highland Parties Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3880 Amended Notice (<i>Amended Notice of Filing of List of Active Litigation Involving and/or Affecting the Highland Parties</i>) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust (RE: related document(s)3873 Notice (<i>Notice of Filing of List of Active Litigation Involving and/or Affecting the Highland Parties</i>) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust (RE: related document(s)3870 Order granting motion to continue hearing on (related document 3868) (related documents Motion to compel Mediation. <i>Motion to Stay and to Compel Mediation</i>) Hearing to be held on 7/21/2023 at 01:00 PM at https://us-courts.webex.com/meet/jerniga for 3752, Entered on 7/5/2023.).). filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust). (Kass, Albert)</p>
01/15/2024	<p>● 4010 (13 pgs) Certificate of service re: 1) Notice of Briefing Schedule and Hearing re: Highland Capital Management, L.P.s Motion for (A) Bad Faith Finding and (B) Attorneys Fees Against NexPoint Real Estate Partners LLC (f/k/a HCRE Partners, LLC) in Connection with Proof of Claim 146; and 2) Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr.s Witness and Exhibit List with Respect to Hearing to be Held on December 4, 2023 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)3971 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3851 Motion for sanctions Other Reimbursement of Highland</p>

	<p>Capital Management's L.P.'s Attorneys' Fees and Expenses against NextPoint Real Estate Partners, LLC (f/k/a HCRE Partners, LLC) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order)). Hearing to be held on 1/24/2024 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 3851, filed by Debtor Highland Capital Management, L.P., 3977 Witness and Exhibit List (<i>Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr.'s Witness and Exhibit List with Respect to Hearing to Be Held on December 4, 2023</i>) filed by Debtor Highland Capital Management, L.P., Other Professionals Highland Claimant Trust, James P. Seery Jr. (RE: related document(s)3910 Motion for contempt against Scott Byron Ellington and His Counsel regarding Violation of the Gatekeeper Provision and Gatekeeper Orders). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36 # 37 Exhibit 37 # 38 Exhibit 38 # 39 Exhibit 39) filed by Debtor Highland Capital Management, L.P., Creditor James P. Seery, Other Professional James P. Seery, Other Professional Highland Claimant Trust). (Kass, Albert)</p>
01/16/2024	<p>4011 (15 pgs; 2 docs) Motion to compromise controversy with Okada Parties. Related AP case numbers: 21-03076. Related defendants: Mark K. Okada, Mark & Pamela Okada Family Trust Exempt Trust #1, Mark & Pamela Okada Family Trust Exempt Trust #2, and Lawrence Tonomura in his capacity as Trustee. Filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust Objections due by 2/6/2024. (Attachments: # 1 Proposed Order) (Loigman, Robert)</p>
01/16/2024	<p>4012 (17 pgs; 2 docs) Declaration re: <i>Declaration of Robert S. Loigman in Support of the Litigation Trustee's Motion to Compromise Controversy with the Okada Parties</i> filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust (RE: related document(s)4011 Motion to compromise controversy with Okada Parties. Related AP case numbers: 21-03076. Related defendants: Mark K. Okada, Mark & Pamela Okada Family Trust Exempt Trust #1, Mark & Pamela Okada Family Trust Exempt Trust #2, and Lawrence Ton). (Attachments: # 1 Exhibit 1: Okada Highland Settlement Agreement (Fully Executed)) (Loigman, Robert)</p>
01/16/2024	<p>4013 (8 pgs) Motion to abate (<i>Highland's Motion to Stay Contested Matter [Dkt. No. 4000] or for Alternative Relief</i>) (related document(s)4000 Motion for leave to <i>File a Delaware Complaint</i>) Filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust (Annable, Zachery)</p>
01/16/2024	<p>4014 (4 pgs) Motion for expedited hearing(related documents 4013 Motion to abate) (<i>Highland's Emergency Motion to Expedite Hearing on Motion for Stay</i>) Filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust (Annable, Zachery)</p>
01/16/2024	<p>4015 (3 pgs) Withdrawal filed by Interested Party James Dondero, Creditor Strand Advisors, Inc. (RE: related document(s)3981 Motion for leave to <i>File Adversary Complaint</i>). (Ruhland, Amy)</p>
01/17/2024	<p>4016 (6 pgs) Notice of hearing(<i>Notice of Briefing Schedule and Hearing</i>) filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust (RE: related document(s)4011 Motion to compromise controversy with Okada Parties. Related AP case numbers: 21-03076. Related defendants: Mark K. Okada, Mark & Pamela Okada Family Trust Exempt Trust #1, Mark & Pamela Okada Family Trust Exempt Trust #2, and Lawrence Tonomura in his capacity as Trustee. Filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust Objections due by 2/6/2024. (Attachments: # 1 Proposed Order)). Hearing to be held on 2/14/2024 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 4011, (Loigman, Robert)</p>
01/17/2024	<p>4017 (6 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust (RE: related document(s)4013 Motion to abate (<i>Highland's Motion to Stay Contested Matter [Dkt. No. 4000] or for Alternative Relief</i>) (related document(s)4000 Motion for leave to <i>File a Delaware Complaint</i>) Filed by Debtor Highland Capital Management, L.P., Other Professional</p>

	Highland Claimant Trust). Hearing to be held on 1/24/2024 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 4013 , (Annable, Zachery)
01/19/2024	4018 (16 pgs) Reply to (related document(s): 3995 Response filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC) (<i>Highland Capital Management, L.P.'s Reply in Further Support of Its Motion for (A) Bad Faith Finding and (B) Attorneys' Fees Against NexPoint Real Estate Partners LLC (f/k/a HCRE Partners, LLC) in Connection with Proof of Claim 146</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
01/22/2024	4019 (2 pgs) Joinder by <i>James P. Seery, Jr.</i> filed by Other Professional James P. Seery Jr., Creditor James P. Seery Jr. (RE: related document(s) 4013 Motion to abate (<i>Highland's Motion to Stay Contested Matter [Dkt. No. 4000] or for Alternative Relief</i>) (related document(s) 4000 Motion for leave to <i>File a Delaware Complaint</i>)). (Levy, Joshua)
01/22/2024	4020 (12 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 12/31/2023 filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)
01/22/2024	4021 (12 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 12/31/2023 filed by Other Professional Highland Claimant Trust. (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)
01/23/2024	4022 (14 pgs) Response opposed to (related document(s): 4013 Motion to abate (<i>Highland's Motion to Stay Contested Matter [Dkt. No. 4000] or for Alternative Relief</i>) (related document(s) 4000 Motion for leave to <i>File a Delaware Complaint</i>) filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust) filed by Creditor Hunter Mountain Investment Trust. (Deitsch-Perez, Deborah)
01/23/2024	4023 (15 pgs) Amended Reply to (related document(s): 3995 Response filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
01/24/2024	4024 (1 pg) Request for transcript regarding a hearing held on 1/24/2024. The requested turn-around time is hourly (Jeng, Hawaii)
01/24/2024	 4025 (1 pg) PDF with attached Audio File. Court Date & Time [01/24/2024 01:33:27 PM]. File Size [34225 KB]. Run Time [02:26:01]. (admin).
01/24/2024	4026 Hearing held on 1/24/2024. (RE: related document(s) 3851 Motion for sanctions Other Reimbursement of Highland Capital Management's L.P.'s Attorneys' Fees and Expenses against NexPoint Real Estate Partners, LLC (f/k/a HCRE Partners, LLC) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) (Appearances: All via Webex. Attendee list to be separately filed. Nonevidentiary (declaration and attachments only). Court took matter under advisement.) (Edmond, Michael)
01/24/2024	4027 Hearing held on 1/24/2024. (RE: related document(s) 4013 Motion to abate Highland's Motion to Stay Contested Matter [Dkt. No. 4000] or for Alternative Relief) (related document(s) 4000 Motion for leave to File a Delaware Complaint filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust) (Appearances: All appearances were via Webex. Attendee list to be separately filed on docket. Nonevidentiary hearing. Motion grantedstaying Hunter Mountain Investment Trusts latest Motion for Leave to Sue James Seery in Delaware (Proposed Delaware Complaint)until at least after the court rules on the pending Motion to Dismiss Valuation Complaint (Valuation Complaint), which alleges the same or similar issues regarding the standing of Hunter Mountain Investment Trust. Court will hear oral arguments on the Valuation Complaint on 2/14/24 and anticipates taking such matter under advisement thereafter to prepare a written ruling. Court will further consider the stay of Proposed


	Delaware Complaint at a Status Conference to be set after the courts ruling on the Valuation Complaint. Mr. Morris to submit an order reflecting this ruling.) (Edmond, Michael)
01/24/2024	<p>● 4028 (8 pgs) Certificate of service re: 1) Highland's Motion to Stay Contested Matter [Dkt. No. 4000] or for Alternative Relief; and 2) Highlands Emergency Motion to Expedite Hearing on Motion for Stay Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)4013 Motion to abate (<i>Highland's Motion to Stay Contested Matter [Dkt. No. 4000] or for Alternative Relief</i>) (related document(s)4000 Motion for leave to <i>File a Delaware Complaint</i>) Filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust, 4014 Motion for expedited hearing(related documents 4013 Motion to abate) (<i>Highland's Emergency Motion to Expedite Hearing on Motion for Stay</i>) Filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust). (Kass, Albert)</p>
01/24/2024	<p>● 4029 (6 pgs) Certificate of service re: 1) Litigation Trustees Motion for Entry of an Order Approving Settlement with the Okada Parties and Authorizing Actions Consistent Therewith; 2) Declaration of Robert S. Loigman in Support of the Litigation Trustees Motion for Entry of an Order Approving Settlement with the Okada Parties and Authorizing Actions Consistent Therewith; 3) Notice of Briefing Schedule and Hearing Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)4011 Motion to compromise controversy with Okada Parties. Related AP case numbers: 21-03076. Related defendants: Mark K. Okada, Mark & Pamela Okada Family Trust Exempt Trust #1, Mark & Pamela Okada Family Trust Exempt Trust #2, and Lawrence Tonomura in his capacity as Trustee. Filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust Objections due by 2/6/2024. (Attachments: # 1 Proposed Order) filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust, 4012 Declaration re: <i>Declaration of Robert S. Loigman in Support of the Litigation Trustee's Motion to Compromise Controversy with the Okada Parties</i> filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust (RE: related document(s)4011 Motion to compromise controversy with Okada Parties. Related AP case numbers: 21-03076. Related defendants: Mark K. Okada, Mark & Pamela Okada Family Trust Exempt Trust #1, Mark & Pamela Okada Family Trust Exempt Trust #2, and Lawrence Ton). (Attachments: # 1 Exhibit 1: Okada Highland Settlement Agreement (Fully Executed)) filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust, 4016 Notice of hearing(<i>Notice of Briefing Schedule and Hearing</i>) filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust (RE: related document(s)4011 Motion to compromise controversy with Okada Parties. Related AP case numbers: 21-03076. Related defendants: Mark K. Okada, Mark & Pamela Okada Family Trust Exempt Trust #1, Mark & Pamela Okada Family Trust Exempt Trust #2, and Lawrence Tonomura in his capacity as Trustee. Filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust Objections due by 2/6/2024. (Attachments: # 1 Proposed Order)). Hearing to be held on 2/14/2024 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 4011, filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust). (Kass, Albert)</p>
01/24/2024	<p>● 4083 (1 pg) DISTRICT COURT Order granting motion to abate: This proceeding and all deadlines herein are ABATED pending further order of the Court. (Ordered by Judge Ada Brown on 1/24/2024) (sxf) (Entered: 01/24/2024)(RE: related document(s)3685 Notice of docketing notice of appeal/record). Civil case 3:23-cv-00573 Entered on 1/24/2024 (Whitaker, Sheniqua) (Entered: 06/07/2024)</p>
01/25/2024	<p>● 4030 (83 pgs) Transcript regarding Hearing Held 01/24/2024 Before Judge Stacey G.C. Jernigan (83 Pages) RE: Motion for Bad Faith Finding (3851) and Motion to Stay (4013). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 04/24/2024. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 4026 Hearing held on 1/24/2024. (RE: related document(s) 3851 Motion for sanctions Other Reimbursement of Highland Capital Management's L.P.'s Attorneys' Fees and Expenses against NexPoint Real Estate Partners, LLC (f/k/a HCRE Partners, LLC) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) (Appearances: All via Webex. Attendee list to be separately filed. Nonevidentiary (declaration and attachments only). Court took matter</p>

	<p>under advisement.), 4027) Hearing held on 1/24/2024. (RE: related document(s) 4015 Motion to abate Highland's Motion to Stay Contested Matter [Dkt. No. 4000] or for Alternative Relief) (related document(s) 4000 Motion for leave to File a Delaware Complaint filed by Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust) (Appearances: All appearances were via Webex. Attendee list to be separately filed on docket. Nonevidentiary hearing. Motion grantedstaying Hunter Mountain Investment Trusts latest Motion for Leave to Sue James Seery in Delaware (Proposed Delaware Complaint)until at least after the court rules on the pending Motion to Dismiss Valuation Complaint (Valuation Complaint), which alleges the same or similar issues regarding the standing of Hunter Mountain Investment Trust. Court will hear oral arguments on the Valuation Complaint on 2/14/24 and anticipates taking such matter under advisement thereafter to prepare a written ruling. Court will further consider the stay of Proposed Delaware Complaint at a Status Conference to be set after the courts ruling on the Valuation Complaint. Mr. Morris to submit an order reflecting this ruling.)). Transcript to be made available to the public on 04/24/2024. (Rehling, Kathy)</p>
01/26/2024	<p>4031 (2 pgs) Order granting motion for expedited hearing (Related Doc# 4014)(document set for hearing: 4000 Motion to stay contested matter, 4013 Motion to abate) Hearing to be held on 1/24/2024 at 09:30 AM Dallas Judge Jernigan Ctrm for 4013, Entered on 1/26/2024. (Okafor, Marcey)</p>
01/26/2024	<p>4032 (5 pgs) Certificate of service re: Highland Capital Management L.P.'s Reply in Further Support of its Motion for (A) Bad Faith Finding and (B) Attorneys' Fees Against NexPoint Real Estate Partners LLC (f/k/a HCRE Partners, LLC) in Connection with Proof of Claim 146 Filed by Claims Agent Kurtzman Carson Consultants, LLC (related document(s)4018 Reply to (related document(s): 3995 Response filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC) (<i>Highland Capital Management, L.P.'s Reply in Further Support of Its Motion for (A) Bad Faith Finding and (B) Attorneys' Fees Against NexPoint Real Estate Partners LLC (f/k/a HCRE Partners, LLC) in Connection with Proof of Claim 146</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/31/2024	<p>4033 (2 pgs) Order granting in part motion to stay contested matter (related document 4013) Entered on 1/31/2024. (Okafor, Marcey). Related document(s) 4000 Motion for leave to File a Delaware Complaint filed by Creditor Hunter Mountain Investment Trust. Modified to add linkage on 2/20/2024 (Ecker, C.).</p>
02/06/2024	<p>4034 (8 pgs) Certificate of service re: 1) Litigation Trustee's Motion for Entry of an Order Approving Settlement with the Okada Parties and Authorizing Actions Consistent Therewith; 2) Declaration of Robert S. Loigman in Support of the Litigation Trustee's Motion for Entry of an Order Approving Settlement with the Okada Parties and Authorizing Actions Consistent Therewith; and 3) Notice of Briefing Schedule and Hearing (<i>Amended</i>) Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)4011 Motion to compromise controversy with Okada Parties. Related AP case numbers: 21-03076. Related defendants: Mark K. Okada, Mark & Pamela Okada Family Trust Exempt Trust #1, Mark & Pamela Okada Family Trust Exempt Trust #2, and Lawrence Tonomura in his capacity as Trustee. Filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust Objections due by 2/6/2024. (Attachments: # 1 Proposed Order) filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust, 4012 Declaration re: <i>Declaration of Robert S. Loigman in Support of the Litigation Trustee's Motion to Compromise Controversy with the Okada Parties</i> filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust (RE: related document(s)4011 Motion to compromise controversy with Okada Parties. Related AP case numbers: 21-03076. Related defendants: Mark K. Okada, Mark & Pamela Okada Family Trust Exempt Trust #1, Mark & Pamela Okada Family Trust Exempt Trust #2, and Lawrence Ton). (Attachments: # 1 Exhibit 1: Okada Highland Settlement Agreement (Fully Executed)) filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust, 4016 Notice of hearing(<i>Notice of Briefing Schedule and Hearing</i>) filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust (RE: related document(s)4011 Motion to compromise controversy with Okada Parties. Related AP case numbers: 21-03076. Related defendants: Mark K. Okada, Mark & Pamela Okada Family Trust Exempt Trust #1, Mark & Pamela Okada Family Trust Exempt Trust #2, and Lawrence Tonomura in his capacity as Trustee. Filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust Objections due by 2/6/2024. (Attachments: # 1 Proposed Order)). Hearing to be held on 2/14/2024 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 4011, filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust, 4029 Certificate of service re: 1) Litigation Trustees Motion for Entry of an Order Approving</p>

	<p>Settlement with the Okada Parties and Authorizing Actions Consistent Therewith; 2) Declaration of Robert S. Loigman in Support of the Litigation Trustees Motion for Entry of an Order Approving Settlement with the Okada Parties and Authorizing Actions Consistent Therewith; 3) Notice of Briefing Schedule and Hearing Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)4011 Motion to compromise controversy with Okada Parties. Related AP case numbers: 21-03076. Related defendants: Mark K. Okada, Mark & Pamela Okada Family Trust Exempt Trust #1, Mark & Pamela Okada Family Trust Exempt Trust #2, and Lawrence Tonomura in his capacity as Trustee. Filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust Objections due by 2/6/2024. (Attachments: # 1 Proposed Order) filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust, 4012 Declaration re: <i>Declaration of Robert S. Loigman in Support of the Litigation Trustee's Motion to Compromise Controversy with the Okada Parties</i> filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust (RE: related document(s)4011 Motion to compromise controversy with Okada Parties. Related AP case numbers: 21-03076. Related defendants: Mark K. Okada, Mark & Pamela Okada Family Trust Exempt Trust #1, Mark & Pamela Okada Family Trust Exempt Trust #2, and Lawrence Ton). (Attachments: # 1 Exhibit 1: Okada Highland Settlement Agreement (Fully Executed)) filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust, 4016 Notice of hearing(<i>Notice of Briefing Schedule and Hearing</i>) filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust (RE: related document(s)4011 Motion to compromise controversy with Okada Parties. Related AP case numbers: 21-03076. Related defendants: Mark K. Okada, Mark & Pamela Okada Family Trust Exempt Trust #1, Mark & Pamela Okada Family Trust Exempt Trust #2, and Lawrence Tonomura in his capacity as Trustee. Filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust Objections due by 2/6/2024. (Attachments: # 1 Proposed Order)). Hearing to be held on 2/14/2024 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 4011, filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
02/07/2024	<p>4035 (2 pgs) Certificate of no objection filed by Interested Party Marc S. Kirschner, the Litigation Trustee of the Highland Litigation Sub-Trust. (Loigman, Robert)</p>
02/08/2024	<p>4036 (3 pgs) Order granting The Litigation Trustee's motion to compromise controversy with the Okada Parties. Related AP case numbers: 21-03076. (related document # 4011) Entered on 2/8/2024. (Okafor, Marcey)</p>
03/03/2024	<p>4037 (1 pg) (Hersh, Susan) has withdrawn from the case filed by Interested Parties John S. Dubel, Hon.Russell F. Nelms (Ret.). (Hersh, Susan)</p>
03/05/2024	<p>4038 (32 pgs) Memorandum of opinion and order granting Highland Capital Management, L.P.'s Motion for (A) Bad Faith Finding and (B) Attorneys' Fees Against NexPoint Real Estate Partners LLC (f/k/a HCRE Partners, LLC) in Connection with Proof of Claim #146 (RE: related document(s)3851 Motion for sanctions filed by Debtor Highland Capital Management, L.P.). Entered on 3/5/2024 (Okafor, Marcey)</p>
03/05/2024	<p>4039 (32 pgs) Order granting Highland Capital Management, L.P.'s Motion for (A) Bad Faith Finding and (B) Attorneys' Fees Against NexPoint Real Estate Partners LLC (f/k/a HCRE Partners, LLC) in Connection with Proof of Claim #146 (related document # 3851) Entered on 3/5/2024. (Okafor, Marcey)</p>
03/18/2024	<p>4040 (5 pgs; 2 docs) Motion to Reconsider(related documents 4038 Memorandum of opinion) Filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (Attachments: # 1 Proposed Order) (Ruhland, Amy)</p>
03/18/2024	<p>4041 (52 pgs; 5 docs) Brief in support filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s)4040 Motion to Reconsider(related documents 4038 Memorandum of opinion)). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D) (Ruhland, Amy)</p>










03/18/2024	4042 (4 pgs) Notice of appeal . Fee Amount \$298 filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s) 4038 Memorandum of opinion). Appellant Designation due within 14 days of entering the Bankruptcy Court's order on the motion to reconsider. (Ruhland, Amy) MODIFIED text on 03/20/2024 (Whitaker, Sheniqua).
03/18/2024	Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number A31245002, amount \$ 298.00 (re: Doc# 4042). (U.S. Treasury)
03/20/2024	4043 (5 pgs; 2 docs) Certificate of mailing regarding appeal (RE: related document(s) 4042 Notice of appeal . filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s) 4038 Memorandum of opinion). Appellant Designation due within 14 days of the Bankruptcy Court's order on the motion to reconsider.) (Whitaker, Sheniqua)
03/20/2024	4044 (70 pgs; 3 docs) Amended notice of appeal filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s) 4042 Notice of appeal). (Attachments: # 1 Exhibit A # 2 Exhibit B)(Ruhland, Amy)
04/02/2024	4046 (3 pgs) Stipulation by Highland Capital Management, L.P. and NexPoint Real Estate Partners, LLC (f/k/a HCRE Partners, LLC). filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 4040 Motion to Reconsider(related documents 4038 Memorandum of opinion)). (Annable, Zachery)
04/09/2024	4047 (5 pgs) Certificate of service re: Stipulation Regarding Briefing Schedule [Docket No. 4040] Filed by Claims Agent Kurtzman Carson Consultants, LLC (related document(s) 4046 Stipulation by Highland Capital Management, L.P. and NexPoint Real Estate Partners, LLC (f/k/a HCRE Partners, LLC). filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 4040 Motion to Reconsider(related documents 4038 Memorandum of opinion)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
04/19/2024	4048 (4 pgs; 2 docs) Motion to withdraw as attorney (Leah McCallister Ray) Filed by Interested Party Litigation Trustee of the Highland Capital Management, L.P. Litigation Sub-Trust (Attachments: # 1 Proposed Order) (Montgomery, Paige)
04/20/2024	4049 (12 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 03/31/2024 filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)
04/20/2024	4050 (12 pgs; 2 docs) Chapter 11 Post-Confirmation Report for the Quarter Ending: 03/31/2024 filed by Other Professional Highland Claimant Trust. (Attachments: # 1 Global Notes to Post-Confirmation Report) (Annable, Zachery)
04/22/2024	4051 (2 pgs) Order granting motion to withdraw as attorney (attorney Leah M. "Calli" Ray terminated). (related document # 4048) Entered on 4/22/2024. (Okafor, Marcey)
04/22/2024	4052 (13 pgs) Response opposed to (related document(s): 4040 Motion to Reconsider(related documents 4038 Memorandum of opinion) filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
04/29/2024	4053 (5 pgs) Certificate of service re: <i>Highlands Opposition to Motion for Relief from Order</i> Filed by Claims Agent Kurtzman Carson Consultants, LLC (related document(s) 4052 Response opposed to (related document(s): 4040 Motion to Reconsider(related documents 4038 Memorandum of opinion) filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)

04/29/2024	<p>● 4054 (6 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)4040 Motion to Reconsider(related documents 4038 Memorandum of opinion) Filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (Attachments: # 1 Proposed Order)). Hearing to be held on 5/16/2024 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 4040, (Annable, Zachery)</p>
05/01/2024	<p>● 4055 (20 pgs; 3 docs) Reply to (related document(s): 4052 Response filed by Debtor Highland Capital Management, L.P.) filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. (Attachments: # 1 Exhibit E # 2 Exhibit F) (Ruhland, Amy)</p>
05/03/2024	<p>● 4056 (13 pgs) Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3990 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
05/03/2024	<p>● 4057 (6 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)4056 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3990 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/5/2024 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 4056, (Annable, Zachery)</p>
05/06/2024	<p>● 4058 (5 pgs) Certificate of service re: <i>Notice of Hearing on Motion for Relief from Order</i> Filed by Claims Agent Kurtzman Carson Consultants, LLC (related document(s)4054 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)4040 Motion to Reconsider(related documents 4038 Memorandum of opinion) Filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (Attachments: # 1 Proposed Order)). Hearing to be held on 5/16/2024 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 4040, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
05/06/2024	<p>● 4063 (2 pgs) DISTRICT COURT order from Judge Starr, re: appeal on Civil Action number:3:21-cv-01974-X, REMANDED to the Bankruptcy Court (RE: related document(s)3660 Order (generic)). Entered on 5/6/2024 (Whitaker, Sheniqua) (Entered: 05/13/2024)</p>
05/07/2024	<p>● 4059 (6 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)4056 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3990 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/5/2024 at 02:30 PM Dallas Judge Jernigan Ctrm for 4056, (Annable, Zachery)</p>
05/09/2024	<p>● 4060 (14 pgs) Certificate of service re: <i>1) Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure; and 2) Notice of Hearing</i> Filed by Claims Agent Kurtzman Carson Consultants, LLC (related document(s)4056 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3990 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 4057 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)4056 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)3990 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/5/2024 at 02:30 PM at https://us-courts.webex.com/meet/jerniga for 4056, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
05/10/2024	<p>● 4061 (14 pgs) Certificate of service re: <i>Amended Notice of Hearing on Reorganized Debtors Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure</i> Filed by Claims Agent Kurtzman Carson Consultants, LLC (related document(s)4059 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)4056 Motion to extend time to Remove</p>

	Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 3990 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 6/5/2024 at 02:30 PM Dallas Judge Jernigan Ctrm for 4056 , filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
05/13/2024	4062 (2 pgs) Notice of hearing filed by Creditor Acis Capital Management GP, LLC (RE: related document(s) 3695 Motion to intervene filed by Creditor Acis Capital Management, L.P.). Hearing to be held on 7/10/2024 at 01:30 PM Dallas Judge Jernigan Ctrm for 3695 , (Ahmad, Joseph)
05/14/2024	4064 (2 pgs) Amended Notice of hearing filed by Creditor Acis Capital Management GP, LLC (RE: related document(s) 3695 Motion to intervene filed by Creditor Acis Capital Management, L.P.). Hearing to be held on 7/10/2024 at 01:30 PM Dallas Judge Jernigan Ctrm for 3695 , (Ahmad, Joseph)
05/14/2024	4065 NOTICE OF CHANGE IN JUDGE JERNIGAN'S WEBEX ACCESS CODE PER CLERK'S NOTICE 24-01, (RE: related document(s) 4054 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 4040 Motion to Reconsider(related documents 4038 Memorandum of opinion) Filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (Attachments: # 1 Proposed Order)). Hearing to be held on 5/16/2024 at 09:30 AM at https://us-courts.webex.com/meet/jerniga for 4040)). NOTE: THE NEW WEBEX ACCESS CODE FOR JUDGE JERNIGAN'S VIRTUAL COURTROOM IS 2304-154-2638. (Ellison, Traci)
05/15/2024	4066 (2 pgs) Notice of Updated Access to Webex Hearings (Ellison, Traci)
05/16/2024	4067 Hearing held on 5/16/2024. (RE: related document(s) 4040 Motion to Reconsider (related documents 4038 Memorandum of opinion) filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (Appearances: A. Ruhland and W. Carvell for movant; J. Morris for Reorganized Debtor. Nonevidentiary hearing. Court took matter under advisement and hopes to rule in next few days). (Edmond, Michael)
05/17/2024	 4068 (1 pg) PDF with attached Audio File. Court Date & Time [05/16/2024 09:15:47 AM]. File Size [26034 KB]. Run Time [01:51:04]. (admin).
05/21/2024	4069 (8 pgs) Order denying motion of NexPoint Real Estate Partners, LLC (f/k/a HCRE Partners, LLC) seeking relief from Order (related document # 4040) Entered on 5/21/2024. (Okafor, Marcey)
05/21/2024	4070 (2 pgs) Order in Response to District Court's and Fifth Circuit's Remand Regarding Bankruptcy Court's August 4, 2021 Sanction Order (RE: related document(s) 4063 Order from District court re: appeal). Entered on 5/21/2024 (Okafor, Marcey)
05/23/2024	4071 (24 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 4070 Order in Response to District Court's and Fifth Circuit's Remand Regarding Bankruptcy Court's August 4, 2021 Sanction Order (RE: related document(s) 4063 Order from District court re: appeal). Entered on 5/21/2024) No. of Notices: 2. Notice Date 05/23/2024. (Admin.)
05/29/2024	4072 (3 pgs) Certificate of no objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 4056 Motion to extend time to Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s) 3990 Order on motion to extend/shorten time)). (Annable, Zachery)
06/03/2024	4073 (2 pgs) Order further 4056 extending period within which the Reorganized Debtor may Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Entered on 6/3/2024. (Okafor, Marcey)

06/04/2024	<p>● 4074 (79 pgs) Second Amended notice of appeal filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s)4042 Notice of appeal). (Ruhland, Amy)</p>
06/04/2024	<p>● 4075 (12 pgs) Appellant designation of contents for inclusion in record on appeal and statement of issues on appeal. filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s)4074 Amended notice of appeal). Appellee designation due by 06/18/2024. (Ruhland, Amy)</p>
06/05/2024	<p>● 4076 (2 pgs) Request for transcript regarding a hearing held on 5/16/2024. The requested turn-around time is 3-day expedited (Jeng, Hawaii)</p>
06/06/2024	<p>● 4077 (1 pg) Clerk's correspondence requesting Status of Motion from attorney for creditor. (RE: related document(s)4000 Motion for leave to <i>File a Delaware Complaint</i> Filed by Creditor Hunter Mountain Investment Trust Objections due by 1/22/2024. (Attachments: # 1 Exhibit 1)) Responses due by 6/13/2024. (Ecker, C.)</p>
06/07/2024	<p>● 4078 (9 pgs; 2 docs) Stipulation by Highland Capital Management, L.P. and Highland CLO Management, Ltd. and Acis Capital Management, L.P. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)3657 Objection to claim, 3695 Motion to intervene <i>and Brief in Support</i>). (Attachments: # 1 Proposed Order) (Hayward, Melissa)</p>
06/07/2024	<p>● 4080 (20 pgs) Objection to (related document(s): 3695 Motion to intervene <i>and Brief in Support</i> filed by Creditor Acis Capital Management, L.P.) filed by Interested Party Highland CLO Management Ltd. (Deutsch-Perez, Deborah)</p>
06/07/2024	<p>● 4081 (202 pgs; 12 docs) Support/supplemental document <i>Appendix in Support of Objection to Motion to Intervene</i> filed by Interested Party Highland CLO Management Ltd (RE: related document(s)3695 Motion to intervene <i>and Brief in Support</i>). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11) (Deutsch-Perez, Deborah)</p>
06/07/2024	<p>● 4082 (6 pgs; 2 docs) Notice of hearing <i>Status Conference</i> filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)4000 Motion for leave to <i>File a Delaware Complaint</i> Filed by Creditor Hunter Mountain Investment Trust Objections due by 1/22/2024. (Attachments: # 1 Exhibit 1)). Status Conference to be held on 6/12/2024 at 10:00 AM at https://us-courts.webex.com/meet/jerniga. (Attachments: # 1 Exhibit 1) (Deutsch-Perez, Deborah)</p>
06/10/2024	<p>● 4084 (58 pgs) Transcript regarding Hearing Held 05/16/2024 Before Judge Stacey G.C. Jernigan (58 Pages) RE: Motion for Relief from Order 4040. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 09/9/2024. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 4067 Hearing held on 5/16/2024. (RE: related document(s) 4040 Motion to Reconsider (related documents 4038 Memorandum of opinion) filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (Appearances: A. Ruhland and W. Carvell for movant; J. Morris for Reorganized Debtor. Nonevidentiary hearing. Court took matter under advisement and hopes to rule in next few days).). Transcript to be made available to the public on 09/9/2024. (Rehling, Kathy)</p>
06/10/2024	<p>● 4085 (6 pgs) INCORRECT ENTRY: Notice of <i>Supplemental Authority</i> filed by Farallon Capital Management, LLC, Jessup Holdings LLC, Muck Holdings LLC, James P. Seery Jr., Stonehill Capital Management LLC, Debtor Highland Capital Management, L.P., Other Professional Highland Claimant Trust. (Robin, Lindsey) Modified on 6/11/2024 (Ecker, C.).</p>

06/11/2024	<p>● 4086 (9 pgs) Order approving stipulation concerning the litigation of HCMLP's objection to scheduled claims 3.65 and 3.66 of Highland CLO Management, LTD and related matters (RE: related document(s)3657 Stipulation and 3695 Motion to intervene filed by Creditor Acis Capital Management, L.P.). Hearing to be held on 7/10/2024 at 01:30 PM Dallas Judge Jernigan Ctrm for 3695, Entered on 6/11/2024 (Okafor, Marcey)</p>
06/11/2024	<p>● 4087 (29 pgs; 3 docs) Support/supplemental document <i>Supplement to Response to Motion to Stay [Dkt 4022]</i> filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)4000 Motion for leave to File a Delaware Complaint). (Attachments: # 1 Exhibit A # 2 Exhibit B) (Deitsch-Perez, Deborah). Related document(s) 4022 Response filed by Creditor Hunter Mountain Investment Trust. Modified linkage on 6/12/2024 (Ecker, C.).</p>
06/12/2024	<p>● 4088 (1 pg) Request for transcript regarding a hearing held on 6/12/2024. The requested turn-around time is daily. (Edmond, Michael)</p>
06/12/2024	<p>● 4089 Hearing held on 6/12/2024. (RE: related document(s) 4000 Motion for leave to file a Delaware Complaint filed by Creditor Hunter Mountain Investment Trust Objections due by 1/22/2024. (Appearances: D. Deitsch-Perez and M. Aigen for HMIT; J. Morris for Reorganized Debtor; M. Stancil J. Levy for J. Seery. Nonevidentiary hearing. Court heard arguments regarding whether HMITs motion for leave to file Delaware action against J. Seery should remain subject to a stay, pending HMITs appeals of orders on other HMIT motions seeking leave to file actions since all matters involve standing of HMIT. Court ruled stay should remain in effect pending resolution of all appeals regarding HMITs standing. Counsel to upload order.) (Edmond, Michael)</p>
06/12/2024	<p>● 4090 (14 pgs) Certificate of service re: <i>Order Further Extending Period Within Which the Reorganized Debtor May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)4073 Order further 4056 extending period within which the Reorganized Debtor may Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Entered on 6/3/2024.). (Kass, Albert)</p>
06/13/2024	<p>● 4091 (48 pgs) Transcript regarding Hearing Held 06/12/2024 Before Judge Stacey G.C. Jernigan (48 Pages) RE: Status Conference re Highland's Motion to Stay Contested Matter. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 09/11/2024. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 4089 Hearing held on 6/12/2024. (RE: related document(s) 4000 Motion for leave to file a Delaware Complaint filed by Creditor Hunter Mountain Investment Trust Objections due by 1/22/2024. (Appearances: D. Deitsch-Perez and M. Aigen for HMIT; J. Morris for Reorganized Debtor; M. Stancil J. Levy for J. Seery. Nonevidentiary hearing. Court heard arguments regarding whether HMITs motion for leave to file Delaware action against J. Seery should remain subject to a stay, pending HMITs appeals of orders on other HMIT motions seeking leave to file actions since all matters involve standing of HMIT. Court ruled stay should remain in effect pending resolution of all appeals regarding HMITs standing. Counsel to upload order.)). Transcript to be made available to the public on 09/11/2024. (Rehling, Kathy)</p>
06/13/2024	<p>● 4094 (32 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)4086 Order approving stipulation concerning the litigation of HCMLP's objection to scheduled claims 3.65 and 3.66 of Highland CLO Management, LTD and related matters (RE: related document(s)3657 Stipulation and 3695 Motion to intervene filed by Creditor Acis Capital Management, L.P.). Hearing to be held on 7/10/2024 at 01:30 PM Dallas Judge Jernigan Ctrm for 3695, Entered on 6/11/2024) No. of Notices: 1. Notice Date 06/13/2024. (Admin.)</p>
06/14/2024	<p>● 4095 (83 pgs; 3 docs) Certificate of mailing regarding appeal (RE: related document(s)4074 Second Amended notice of appeal filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC</p>

	(RE: related document(s) 4042 Notice of appeal.) (Attachments: # 1 Service List) (Whitaker, Sheniqua)
06/14/2024	 4096 (2 pgs) Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s) 4074 Amended notice of appeal filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. MODIFIED linkage 6/14/2024 (Whitaker, Sheniqua).
06/14/2024	 4099 (3 pgs) Notice of docketing notice of appeal. Civil Action Number: 3:24-cv-01479-S. (RE: related document(s) 4074 Second Amended notice of appeal filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s) 4042 Notice of appeal.) (Whitaker, Sheniqua) (Entered: 06/18/2024)
06/16/2024	 4097 (25 pgs) BNC certificate of mailing. (RE: related document(s) 4096 Notice regarding the record for a bankruptcy appeal to the U.S. District Court. (RE: related document(s) 4074 Amended notice of appeal filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC. MODIFIED linkage 6/14/2024 .) No. of Notices: 1. Notice Date 06/16/2024. (Admin.)
06/17/2024	  4098 (1 pg) PDF with attached Audio File. Court Date & Time [06/12/2024 10:01:45 AM]. File Size [18047 KB]. Run Time [01:16:59]. (admin).
06/19/2024	 4100 (14 pgs; 3 docs) Motion to extend time to (Highland Claimant Trust's Motion for an Order Extending Duration of Trust) Filed by Other Professional Highland Claimant Trust (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B--Litigation Chart) (Annable, Zachery)
06/20/2024	 4101 (10 pgs) Statement of issues on appeal, <i>and Amended Designation of Record on Appeal</i> filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s) 4038 Memorandum of opinion, 4039 Order on motion for sanctions, 4069 Order on motion to reconsider). (Ruhland, Amy)
06/21/2024	 4102 (6 pgs) Notice of hearing filed by Other Professional Highland Claimant Trust (RE: related document(s) 4100 Motion to extend time to (Highland Claimant Trust's Motion for an Order Extending Duration of Trust) Filed by Other Professional Highland Claimant Trust (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B--Litigation Chart)). Hearing to be held on 7/29/2024 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 4100 , (Annable, Zachery)
06/24/2024	 4103 (6 pgs) Stipulation by Highland Capital Management, L.P. and The Charitable DAF Fund LP; CLO Holdco Ltd.; Sbaiti & Company PLLC; Mazin Sbaiti; Jonathan Bridges; Mark Patrick; and James Dondero. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 2660 Memorandum of opinion, 4070 Order (generic)). (Annable, Zachery)
06/24/2024	 4104 (3 pgs) Order extending stay of Contested Matter (related document # 4000 and 4013 Motion to abate (Highland's Motion to Stay Contested Matter [Dkt. No. 4000] or for Alternative Relief) Entered on 6/24/2024. (Okafor, Marcey)
06/26/2024	 4105 Clerk's correspondence requesting submit items for appeal from attorney for appellant. (RE: related document(s) 4101 Statement of issues on appeal, <i>and Amended Designation of Record on Appeal</i> filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s) 4038 Memorandum of opinion, 4039 Order on motion for sanctions, 4069 Order on motion to reconsider.) Responses due by 6/26/2024. (Blanco, J.)
06/26/2024	 4106 (1 pg) Clerk's correspondence requesting request items for appeal record from attorney for appellant. (RE: related document(s) 4101 Statement of issues on appeal, <i>and Amended Designation of Record on Appeal</i> filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s) 4038 Memorandum of opinion, 4039 Order on motion for sanctions, 4069 Order on motion to reconsider.) Responses due by 6/28/2024. (Blanco, J.)

06/27/2024	<p>● 4107 (10 pgs) Order approving stipulation finally resolving all litigation concerning a prior contempt order dkt, 2660 and related proceedings (RE: related document(s)4103 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 6/27/2024 (Okafor, Marcey)</p>
06/28/2024	<p>● 4108 (13 pgs) Reply to (related document(s): 4080 Objection filed by Interested Party Highland CLO Management Ltd) filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P.. (Ahmad, Joseph)</p>
07/01/2024	<p>● 4109 (37 pgs; 4 docs) Amended Motion to (RE: related document(s)4100 Motion to extend/shorten time) Filed by Other Professional Highland Claimant Trust (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) (Annable, Zachery)</p>
07/01/2024	<p>● 4110 (6 pgs) Notice of hearing filed by Other Professional Highland Claimant Trust (RE: related document(s)4109 Amended Motion to (RE: related document(s)4100 Motion to extend/shorten time) Filed by Other Professional Highland Claimant Trust (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C)). Hearing to be held on 7/29/2024 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 4109, (Annable, Zachery)</p>
07/08/2024	<p>● 4111 (8 pgs; 2 docs) Notice of appeal . Fee Amount \$298 filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)4104 Order on motion for leave). Appellant Designation due by 07/22/2024. (Attachments: # 1 Exhibit A)(Deitsch-Perez, Deborah)</p>
07/08/2024	<p>Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number A31573187, amount \$ 298.00 (re: Doc# 4111). (U.S. Treasury)</p>
07/08/2024	<p>● 4112 (19 pgs) Certificate of service re: <i>Highland Claimant Trusts Motion for an Order Extending Duration of Trust</i> Filed by Claims Agent Kurtzman Carson Consultants, LLC dba Verita Global (related document(s)4100 Motion to extend time to (Highland Claimant Trust's Motion for an Order Extending Duration of Trust) Filed by Other Professional Highland Claimant Trust (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B--Litigation Chart) filed by Other Professional Highland Claimant Trust). (Kass, Albert)</p>
07/08/2024	<p>● 4113 (19 pgs) Certificate of service re: <i>Notice of Hearing on Highland Claimant Trusts Motion for an Order Extending Duration of Trust</i> Filed by Claims Agent Kurtzman Carson Consultants, LLC dba Verita Global (related document(s)4102 Notice of hearing filed by Other Professional Highland Claimant Trust (RE: related document(s)4100 Motion to extend time to (Highland Claimant Trust's Motion for an Order Extending Duration of Trust) Filed by Other Professional Highland Claimant Trust (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B--Litigation Chart)). Hearing to be held on 7/29/2024 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 4100, filed by Other Professional Highland Claimant Trust). (Kass, Albert)</p>
07/08/2024	<p>● 4114 (7 pgs) Certificate of service re: <i>Stipulation Finally Resolving All Litigation Concerning a Prior Contempt Order and Related Proceedings</i> Filed by Claims Agent Kurtzman Carson Consultants, LLC dba Verita Global (related document(s)4103 Stipulation by Highland Capital Management, L.P. and The Charitable DAF Fund LP; CLO Holdco Ltd.; Sbaiti & Company PLLC; Mazin Sbaiti; Jonathan Bridges; Mark Patrick; and James Dondero. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)2660 Memorandum of opinion, 4070 Order (generic)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/08/2024	<p>● 4115 (547 pgs; 5 docs) Notice of appeal . Fee Amount \$298 filed by Creditor Hunter Mountain Investment Trust (RE: related document(s)4104 Order on motion for leave). Appellant Designation due by 07/22/2024. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C Part 1 # 4 Exhibit C Part 2)(Deitsch-Perez, Deborah)</p>

07/08/2024	Receipt of filing fee for Notice of appeal(19-34054-sgj11) [appeal,ntcapl] (298.00). Receipt number A31573284, amount \$ 298.00 (re: Doc# 4115). (U.S. Treasury)
07/08/2024	● 4116 (24 pgs) Motion for leave to appeal (related document(s): 4104 Order on motion for leave) Filed by Creditor Hunter Mountain Investment Trust Objections due by 7/22/2024. (Deitsch-Perez, Deborah)
07/08/2024	● 4117 (513 pgs; 13 docs) Support/supplemental document <i>Appendix in Support of Motion for Leave to File Interlocutory Appeal</i> filed by Creditor Hunter Mountain Investment Trust (RE: related document(s) 4116 Motion for leave to appeal (related document(s): 4104 Order on motion for leave)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12) (Deitsch-Perez, Deborah)
07/08/2024	● 4118 (19 pgs) Certificate of service re: <i>1) Amended Motion for an Order Extending Duration of Trusts; and 2) Notice of Hearing on Amended Motion for an Order Extending Duration of Trusts</i> Filed by Claims Agent Kurtzman Carson Consultants, LLC dba Verita Global (related document(s) 4109 Amended Motion to (RE: related document(s) 4100 Motion to extend/shorten time) Filed by Other Professional Highland Claimant Trust (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C) filed by Other Professional Highland Claimant Trust, 4110 Notice of hearing filed by Other Professional Highland Claimant Trust (RE: related document(s) 4109 Amended Motion to (RE: related document(s) 4100 Motion to extend/shorten time) Filed by Other Professional Highland Claimant Trust (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C)). Hearing to be held on 7/29/2024 at 01:30 PM at https://us-courts.webex.com/meet/jerniga for 4109 , filed by Other Professional Highland Claimant Trust). (Kass, Albert)
07/10/2024	● 4119 Hearing held on 7/10/2024. (RE: related document(s) 3695 Motion to intervene and Brief in Support filed by Creditor Acis Capital Management, L.P. (Appearances: T. Cooke and S Bates for Acis; M. Aigen and D. Deitsch-Perez for Highland CLO Management, Ltd.; J. Morris for Reorganized Debtor. Nonevidentiary hearing. Motion denied, subject to proviso that nothing that happens in the contested matter regarding the allowance/disallowance of the HCLOM claim prejudices any partys rights in the Acis adversary proceeding. Counsel to submit order.) (Edmond, Michael)
07/10/2024	● 4120 (3 pgs) Response unopposed to (related document(s): 4100 Motion to extend time to (Highland Claimant Trust's Motion for an Order Extending Duration of Trust) filed by Other Professional Highland Claimant Trust) filed by Creditor Hunter Mountain Investment Trust. (Deitsch-Perez, Deborah)
07/11/2024	● 4121 (1 pg) Request for transcript regarding a hearing held on 7/10/2024. The requested turn-around time is daily. NOTE* Request arrived at 4:58 pm. (Edmond, Michael)

EXHIBIT 7

PACHULSKI STANG ZIEHL & JONES LLP
Jeffrey N. Pomerantz (admitted *pro hac vice*)
John A. Morris (admitted *pro hac vice*)
Gregory V. Demo (admitted *pro hac vice*)
Jordan A. Kroop (admitted *pro hac vice*)
Hayley R. Winograd (admitted *pro hac vice*)
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Tel: (310) 277-6910
Fax: (310) 201-0760

HAYWARD PLLC
Melissa S. Hayward
Texas Bar No. 24044908
MHayward@HaywardFirm.com
Zachery Z. Annable
Texas Bar No. 24053075
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, Texas 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

*Counsel for Highland Capital Management, L.P. and
the Highland Claimant Trust*

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

In re:

HIGHLAND CAPITAL MANAGEMENT, L.P.,

Reorganized Debtor.

Chapter 11

Case No. 19-34054-sgj11

**HIGHLAND'S MOTION TO STAY
CONTESTED MATTER [DKT NO. 4000] OR FOR ALTERNATIVE RELIEF**

Highland Capital Management, L.P., the reorganized debtor in this chapter 11 case (“**HCMLP**”), and the Highland Claimant Trust (the “**Claimant Trust**” and, together with HCMLP, “**Highland**”), move the Court for an order staying all proceedings (the “**Stay Motion**”) in connection with the *Motion for Leave to File a Delaware Complaint* [Docket No. 4000], filed by Hunter Mountain Investment Trust (“**HMIT**”) on January 1, 2024 (the “**Delaware Motion for Leave**”).



I. PRELIMINARY STATEMENT¹

1. The relief HMIT seeks in the Delaware Motion for Leave depends on the Court’s determination of whether HMIT is a beneficiary of the Plan-created Claimant Trust. That issue is already squarely before this Court in Adversary Proceeding No. 23-03038 (the “**Valuation Proceeding**”), in which HMIT is a plaintiff and in which Highland moved to dismiss HMIT’s complaint on the basis that HMIT is not entitled to any of the relief it seeks in the complaint because, among other reasons, HMIT is not a beneficiary of the Claimant Trust under the plain terms of the Plan and Claimant Trust Agreement and under applicable law. Briefing on Highland’s motion to dismiss the Valuation Proceeding will be complete by January 19, 2024, and oral argument is scheduled for February 14, 2024, just a month from now.

2. As explained more fully below, if this Court rules that HMIT is not a beneficiary of the Claimant Trust as a matter of law—and if HMIT does not prevail on its likely appeal of such a ruling—then the ruling will necessarily dispose of the Delaware Motion for Leave. It would be needlessly duplicative and wasteful of judicial and estate resources to litigate the same threshold issue in the Valuation Proceeding and again in this matter, particularly since the issue will be *sub judice* in the Valuation Proceeding in several weeks. Accordingly, Highland respectfully requests the Court stay all proceedings in connection with the Delaware Motion for Leave until there is a final, non-appealable determination in the Valuation Proceeding regarding whether or not HMIT

¹ This Court has jurisdiction over this case and this contested matter under 28 U.S.C. §§ 157(b) and 1334. Venue is proper in this district under 28 U.S.C. §§ 1408 and 1409 because, among other things, this dispute is a contested matter under the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* [Docket No. 1943-1] (the “**Plan**”) and involves the enforcement and construction of any right or remedy under the Claimant Trust Agreement or any act or omission of the Claimant Trustee acting in his capacity as such. Claimant Trust Agreement § 11.11. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan.

is a beneficiary of the Claimant Trust under the plain terms of the Plan and Claimant Trust Agreement and under applicable law.²

II. BACKGROUND

3. On December 7, 2022, the Court issued an order [Docket No. 3645] finding that an adversary proceeding was necessary with regard to the relief sought in a motion filed by The Dugaboy Investment Trust (“**Dugaboy**”) [Docket No. 3382 and Docket No. 3533] (the “**Valuation Motion**”), which sought a “determination by this Court of the current value of the estate and an accounting of the assets currently held by the Claimant Trust and available for distribution to creditors.”³

4. On May 10, 2023, Dugaboy and HMIT commenced the Valuation Proceeding by filing a complaint seeking essentially the same relief originally sought in the Valuation Motion. Highland filed a motion to dismiss the Valuation Proceeding on November 22, 2023 [Adv. Proc. 23-03038, Docket No. 13] (the “**Motion to Dismiss Valuation Complaint**”), asserting, among other arguments, that neither Dugaboy nor HMIT are beneficiaries of the Trust and, therefore, are not entitled to any of the relief sought in the Valuation Proceeding. Briefing on the Motion to Dismiss Valuation Complaint will be completed with the filing of Highland’s reply in support on January 19, 2024, and oral argument is scheduled for February 14, 2024 [Adv. Proc. 23-03038, Docket No. 19], after which this Court will determine, among other things, whether HMIT is a beneficiary of the Trust.⁴

² Alternatively, if the Court denies the Stay Motion (a “**Denial Order**”), Highland respectfully requests that the Court simultaneously enter an order granting Highland an extension of time to respond to the Delaware Motion for Leave equal to 21 days from the date any Denial Order is entered.

³ HMIT filed various pleadings in support of Dugaboy’s Valuation Motion. *See* Docket Nos. 3467, 3605, 3606, and 3638.

⁴ On March 28, 2023, HMIT filed a separate *Emergency Motion for Leave to File Verified Adversary Proceeding* [Docket No. 3699], which was later supplemented and modified [Docket Nos. 3760, 3815, and 3816] (collectively, the “**First Motion for Leave**”). On August 25, 2023, this Court denied the First Motion for Leave on the ground

5. This Court’s ruling on whether HMIT is a Claimant Trust beneficiary in the Valuation Proceeding (and following the inevitably ensuing appeals if HMIT does not prevail in this Court) will necessarily directly affect the viability of the Delaware Motion for Leave.

6. The Delaware Motion for Leave seeks leave under the Plan’s gatekeeper provision to file the five-count complaint attached to the Delaware Motion for Leave (the “**Proposed Delaware Complaint**”) in the Delaware Court of Chancery, principally to remove James Seery as trustee of the Claimant Trust. HMIT explicitly bases each of the five counts in the Proposed Delaware Complaint on HMIT’s allegation that, notwithstanding the plain terms of the Claimant Trust Agreement, it is somehow a beneficiary of the Claimant Trust under Delaware law.⁵

7. But whether HMIT is a Claimant Trust beneficiary under applicable law is already squarely before this Court in the Valuation Proceeding. A determination of HMIT’s status vis-à-vis the Claimant Trust is coming, and it is coming undoubtedly sooner than it would come were the Delaware Motion for Leave fully litigated and then appealed. Instead, such a determination in the Valuation Proceeding that HMIT is *not* a beneficiary would necessarily dispose of the Delaware Motion for Leave. This Court should stay all proceedings related to the Delaware Motion for Leave pending a final, non-appealable determination regarding whether or not HMIT is a

(among others) that HMIT lacked standing to assert the claims because it is not a beneficiary under the Claimant Trust. Docket No. 3903; *In re Highland Cap. Mgmt., L.P.*, 2023 Bankr. LEXIS 2104, 2023 WL 5523949 (Bankr. N.D. Tex. Aug. 25, 2023) (the “**Order Denying Leave**”). HMIT has appealed the Order Denying Leave to the United States District Court for the Northern District of Texas (Case No. 3:23-cv-02071-E) along with seven (7) related interlocutory orders entered in connection with the First Motion for Leave. Given the scope of the appeal, it is unclear whether the District Court will address the Bankruptcy Court’s determination that HMIT is not a beneficiary under the Claimant Trust.

⁵ On January 19, 2024, Highland will file a reply in further support of its motion to dismiss the Valuation Proceeding that will establish conclusively that HMIT—the holder of a mere unvested, contingent interest in the Trust—is not a beneficiary of the Claimant Trust for any purpose under the plain terms of the Plan, the Claimant Trust Agreement, or applicable law.

beneficiary of the Claimant Trust under the plain terms of the Plan, the Claimant Trust Agreement, and applicable law.

III. RELIEF REQUESTED AND BASIS FOR IT

8. Because this Court (or, ultimately, the Fifth Circuit Court of Appeals) will determine conclusively whether HMIT is a beneficiary of the Claimant Trust, and because such a determination—if adverse to HMIT—will dispose of the Delaware Motion for Leave, Highland respectfully urges the Court to conserve judicial resources and the time, effort, and expense of the litigants and stay all proceedings in connection with the Delaware Motion for Leave until a final, non-appealable order determines HMIT’s status vis-à-vis the Claimant Trust.⁶

9. Federal courts, including this Court, have the inherent power to control their own dockets and to stay proceedings when appropriate.⁷ The Fifth Circuit Court of Appeals has also recognized the power to stay proceedings as part of the court’s power to control its own docket and avoid wasting time and effort.⁸ Courts are sensitive to the prejudice a stay would have on the non-moving party, such as “the hardship of being forced to wait for an indefinite and ... lengthy time before their causes are heard.”⁹

10. Here, HMIT will not be harmed by a stay of its latest (third) motion for leave to sue under the gatekeeper provision. HMIT is litigating, right now, the issue of whether it is a beneficiary of the Claimant Trust in the Valuation Proceeding before this Court. Staying the Delaware Motion for Leave will not force HMIT to wait *any* time for that issue to be litigated and

⁶ Again, if the Court issues a Denial Order, Highland requests as alternative relief that its deadline to respond to the Delaware Motion for Leave be extended to the date that is 21 days after a Denial Order is entered. *See supra* n.2.

⁷ *See, e.g., Clinton v. Jones*, 520 U.S. 681, 706–07 (1997) (“the power to stay proceedings is incidental to the power inherent in every court to control the disposition of causes on its docket with economy of time and effort for itself, for counsel, and for litigants”) (citing *Landis v. N. Am. Co.*, 299 U.S. 248, 254–55 (1936)).

⁸ *See, e.g., United States v. Rainey*, 757 F.3d 234, 241 (5th Cir. 2014).

⁹ *Gold v. Johns-Manville Sales Corp.*, 723 F.2d 1068, 1076 (3d Cir. 1983) (citing *Landis*, 299 U.S. at 254–55).

decided, much less an “indefinite” or even “lengthy” time. Staying the Delaware Motion for Leave will have no effect on HMIT’s ability to litigate the issue of its contingent, unvested interest in the Claimant Trust. HMIT will not be harmed by a stay.

11. A stay will, however, significantly conserve resources for this Court and for these parties. There is no good reason to require the parties to brief and argue during the course of (likely) months of litigation an issue that will be determined by this Court in the Valuation Proceeding after argument on February 14, 2024. A final, non-appealable order on the fundamental, threshold issue of whether HMIT is a beneficiary under the Claimant Trust will apply to the Delaware Motion for Leave, either by disposing of that motion because HMIT is not a Claimant Trust beneficiary or by precluding Highland from arguing that HMIT is not a Claimant Trust beneficiary in opposing the Delaware Motion for Leave.¹⁰

12. A stay of the Delaware Motion for Leave serves common sense, is well within this Court’s discretion, and will allow HMIT full reign to litigate and appeal and appeal again the issue of whether it is a beneficiary of the Claimant Trust in the Valuation Proceeding already underway and significantly further along than the nascent Delaware Motion for Leave.

IV. CONCLUSION

13. For these reasons, the Court should grant this motion and stay all proceedings on the Delaware Motion for Leave until entry of a final, non-appealable order determining whether HMIT is or is not a beneficiary of the Claimant Trust under the plain terms of the Plan, the Claimant Trust Agreement, and applicable law.

¹⁰ In such case, Highland reserves, and does not waive, all other defenses available to it.

Dated: January 16, 2024

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (admitted *pro hac vice*)
John A. Morris (admitted *pro hac vice*)
Gregory V. Demo (admitted *pro hac vice*)
Jordan A. Kroop (admitted *pro hac vice*)
Hayley R. Winograd (admitted *pro hac vice*)
10100 Santa Monica Boulevard, 13th Floor
Los Angeles, CA 90067
Tel: (310) 277-6910
Fax: (310) 201-0760
Email: jpomerantz@pszjlaw.com
jmorris@pszjlaw.com
gdemo@pszjlaw.com
jkroop@pszjlaw.com
hwinograd@pszjlaw.com

-and-

HAYWARD PLLC

/s/ Zachery Z. Annable

Melissa S. Hayward
Texas Bar No. 24044908
MHayward@HaywardFirm.com
Zachery Z. Annable
Texas Bar No. 24053075
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, Texas 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

*Counsel for Highland Capital Management, L.P.,
and the Highland Claimant Trust*

CERTIFICATE OF CONFERENCE

I hereby certify that, on January 14, 2024, John A. Morris, counsel for Highland Capital Management, L.P., wrote to HMIT's counsel and requested that counsel let Mr. Morris know by January 16, 2024 at 2:00 p.m. Central Time whether HMIT was opposed or unopposed to the relief requested in the foregoing Motion. HMIT is **OPPOSED** to the relief requested in the Motion.

/s/ Zachery Z. Annable
Zachery Z. Annable

EXHIBIT 8

WILLKIE FARR & GALLAGHER LLP
Mark T. Stancil (admitted *pro hac vice*)
Joshua S. Levy (admitted *pro hac vice*)
1875 K Street, N.W.
Washington, D.C. 20006
(202) 303-1000
mstancil@willkie.com
jlevy@willkie.com

REED SMITH LLP
Omar J. Alaniz
Texas Bar No. 24040402
Lindsey L. Robin
Texas Bar No. 24091422
2850 N. Harwood St., Ste. 1500
Dallas, Texas 75201
(469) 680-4292

Attorneys for James P. Seery, Jr.

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

In re:	)	)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., ¹	)	)	Case No. 19-34054-sgj11
Reorganized Debtor.))	

**JAMES P. SEERY, JR.’S JOINDER TO HIGHLAND CAPITAL MANAGEMENT, L.P.’S
MOTION TO STAY CONTESTED MATTER [DKT NO. 4000] OR FOR ALTERNATIVE
RELIEF AND EMERGENCY MOTION TO EXPEDITE HEARING ON
MOTION FOR STAY**

James P. Seery, Jr. (“**Mr. Seery**”) joins and adopts the reorganized debtor Highland Capital Management, L.P.’s *Motion to Stay a Contested Matter [Dkt No. 4000] or for Alternative Relief [Docket 4013]* (the “**Stay Motion**”) and *Emergency Motion to Expedite Hearing on Motion for Stay [Docket 4014]* (the “**Emergency Motion**”). For the reasons set forth in the Stay Motion and the Emergency Motion, Mr. Seery respectfully requests that the Court grant the relief requested therein.

¹ Highland’s last four digits of its taxpayer identification number are (8357). The headquarters and service address for Highland is 100 Crescent Court, Suite 1850, Dallas, TX 75201.



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Mr. Seery respectfully requests that this Court enter an order (i) granting the relief requested in the Stay Motion and the Emergency Motion, and (ii) for any such other and further relief this Court deems just and appropriate.

Dated: January 22, 2024

WILLKIE FARR & GALLAGHER LLP

/s/ Joshua S. Levy

Mark T. Stancil (admitted *pro hac vice*)

Joshua S. Levy (admitted *pro hac vice*)

1875 K Street, N.W.

Washington, D.C. 20006

(202) 303-1000

mstancil@willkie.com

jlevy@willkie.com

-and-

REED SMITH LLP

Omar J. Alaniz

Texas Bar No. 24040402

Lindsey L. Robin

Texas Bar No. 24091422

2850 N. Harwood St., Ste. 1500

Dallas, Texas 75201

(469) 680-4292

Attorneys for James P. Seery, Jr.

CERTIFICATE OF SERVICE

The undersigned certifies that on January 22, 2024, a true and correct copy of the foregoing will be electronically mailed to the parties that are registered or otherwise entitled to receive electronic notices in this case pursuant to the Electronic Filing Procedures in the District.

/s/ Joshua S. Levy

Joshua S. Levy

EXHIBIT 9

I. INTRODUCTION

Before the court is a motion to dismiss (“Rule 12(b) Motion”) the above-referenced adversary proceeding (“Adversary Proceeding”).¹ The Rule 12(b) Motion was filed by the two Defendants named in the Adversary Proceeding: Highland Capital Management, L.P. (“Highland” or the “Reorganized Debtor”) and the Highland Claimant Trust (“Claimant Trust”). Highland obtained confirmation of a chapter 11 Plan² on February 22, 2021 (which Plan went effective on August 21, 2021). The Claimant Trust was established pursuant to the terms of the Plan and the Claimant Trust Agreement approved pursuant thereto. The Claimant Trust was created for the benefit of “Claimant Trust Beneficiaries,” which was defined under the Plan and the Claimant Trust Agreement to be the holders of allowed general unsecured (Class 8) and subordinated claims (Class 9) against Highland.

The Adversary Proceeding was brought more than two-years post-confirmation by Plaintiffs Hunter Mountain Investment Trust (“HMIT”) and The Dugaboy Investment Trust (“Dugaboy₂” and, together with HMIT, the “Plaintiffs”).³ These two Plaintiffs are controlled by Highland’s co-founder and former President and Chief Executive Officer, James D. Dondero (“Dondero”). The Plaintiffs held equity interests (i.e., limited partnership interests) in Highland. Pursuant to the terms of the Highland Plan, Plaintiffs now hold *unvested contingent interests* in the Claimant Trust—since the limited partnership interests in Highland were cancelled in exchange for unvested contingent interests in the Claimant Trust. These contingent interests will vest if, and

¹ *The Highland Parties’ Motion to Dismiss Complaint to (I) Compel Disclosures about the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiffs’ Interests in the Claimant Trust* (“Motion to Dismiss”), Dkt. No. 13. A memorandum of law in support of the Motion to Dismiss (“MTD Brief”) was filed at Dkt. No. 14.

² Capitalized terms not defined in this introduction shall be defined later herein.

³ *See Complaint to (I) Compel Disclosures about the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiff’s Interests in the Claimant Trust* (“Complaint”). Dkt. No. 1.

only if, the Claimant Trustee certifies that the Claimant Trust Beneficiaries (i.e., the Class 8 general unsecured claims and Class 9 subordinated claims under the Plan), have been paid in full *and* certain other obligations – primarily, the Claimant Trust’s significant indemnity obligations – have been satisfied.

In this Adversary Proceeding, Plaintiffs seek: (1) an order from the bankruptcy court compelling the Reorganized Debtor and the Claimant Trustee to disclose certain information about the assets and liabilities remaining in the Claimant Trust, and, if they are compelled to disclose that information, (2) a declaratory judgment regarding the relative value of those assets and liabilities, and (3) if assets exceed liabilities, a declaratory judgment that HMIT’s and Dugaboy’s unvested contingent interests in the Claimant Trust are likely to vest at some point in the future.

To be clear, it is undisputed that neither HMIT nor Dugaboy are currently Claimant Trust Beneficiaries under the terms of the Plan and Claimant Trust Agreement and that the vesting conditions under the terms of the Plan and Claimant Trust Agreement have not occurred.

Highland and the Claimant Trust filed their Motion to Dismiss, seeking a dismissal, with prejudice, of all three counts of the Complaint. For the following reasons, the court grants the Motion to Dismiss.

I. JURISDICTION

This court has jurisdiction to consider and determine this matter pursuant to 28 U.S.C. §§ 157(b)(1) and (b)(2)(A) and (O) and 1334.

II. BACKGROUND

A. The Bankruptcy Case and the Plan

Highland was a Dallas-based investment firm that was co-founded in 1993 by Dondero and Mark Okada. It managed billion-dollar investment portfolios and assets, both directly and indirectly, through numerous affiliates that were owned or controlled by Dondero. On October

16, 2019 (the “Petition Date”), Highland, with Dondero in control⁴ and acting as its CEO, president, and portfolio manager, and facing a myriad of massive, business litigation claims, filed for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware. The bankruptcy case was transferred to the Northern District of Texas, Dallas Division in December 2019.

Highland, a Delaware limited partnership, had three classes of limited partnership interests (Class A, Class B, and Class C) as of the Petition Date.⁵ The Class A interests were held by the Plaintiff Dugaboy, and also Mark Okada’s family trusts, and Strand Advisors, Inc. (the latter of which was an entity wholly owned by Dondero and was also Highland’s only general partner). The Class B and C interests were held by the Plaintiff HMIT.⁶

Very shortly after the Petition Date, the official committee of unsecured creditors (the “Committee”) threatened to seek the appointment of a chapter 11 trustee due to concerns over and distrust of Dondero, his numerous conflicts of interest, and his history of alleged mismanagement. Later, the United States Trustee actually moved for the appointment of a chapter 11 trustee. Under the specter of a possible appointment of a trustee, Highland engaged in substantial and lengthy negotiations with the Committee, resulting in a corporate governance settlement approved by this court on January 9, 2020.⁷ As a result of this corporate governance settlement, Dondero relinquished control of Highland and resigned his positions as officer or director of Highland and its general partner, Strand,⁸ although he stayed on with Highland as an unpaid portfolio manager.

⁴ Mark Okada resigned from his role with Highland prior to the Petition Date.

⁵ See *Disclosure Statement for the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* (“Disclosure Statement”) Art. II(D)4, at 20. Bankr. Dkt. No. 1473.

⁶ *Id.*

⁷ Bankr. Dkt. No. 339.

⁸ Dondero agreed to this settlement pursuant to a stipulation he executed and that was filed in connection with Highland’s motion to approve the settlement. See *Stipulation in Support of Motion of the Debtor for Approval of*

Three independent directors (“Independent Directors”) were chosen to lead Highland through its chapter 11 case: James P. Seery, Jr. (“Seery”), John S. Dubel, and retired bankruptcy judge Russell Nelms. Seery was appointed Highland’s Chief Executive Officer and Chief Restructuring Officer in July 2020.⁹ According to Seery’s testimony at various hearings, it was during subsequent negotiations regarding a plan for Highland that Dondero made a threat to “burn down the place” if Dondero’s own proposed plan terms were not accepted by the company and its creditors. Indeed, soon after Highland negotiated compromises with its major creditors in the case (*e.g.*, the Redeemer Committee of the Crusader Fund; Joshua Terry; Acis; UBS) and began pursuing a plan supported by those creditors, Dondero and entities under his control began engaging in substantial, costly, and time-consuming litigation in the Highland case.¹⁰ As the Fifth Circuit has described the situation, after Dondero’s plans failed, “he and others under his control began to frustrate the proceedings by objecting to settlements, appealing orders, seeking writs of mandamus, interfering with Highland’s management, threatening employees, and canceling trades between Highland and its clients.”¹¹

Highland’s negotiations with the Committee eventually culminated in the filing of the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* (the

Settlement With the Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in Ordinary Course, Bankr. Dkt. No. 338.

⁹ Bankr. Dkt. No. 854.

¹⁰ As mentioned earlier, after January 2020, Dondero stayed on at Highland as an unpaid portfolio manager. In October 2020, Dondero resigned from all positions with Highland and its affiliates in response to a demand by the Independent Directors made after Dondero’s purported threats and disruptions to the Debtor’s operations.

¹¹ *NexPoint Advisors, L.P. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, 48 F.4th 419, 426 (citing *Highland Cap. Mgmt., L.P. v. Dondero (In re Highland Capital Mgmt., L.P.)*, Ch. 11 Case No. 19-34054-SGJ11, Adv. No. 20-03190-SGJ11, 2021 WL 2326350, at *1, *26 (Bankr. N.D. Tex. June 7, 2021) where this court “[h]eld Dondero in civil contempt, sanctioning him \$100,000, and comparing this case to a ‘nasty divorce.’”).

“Plan”),¹² which was confirmed¹³ in February 2021 over the objections of Dondero and Dondero-controlled entities. The Plan, which became effective on August 21, 2021 (“Effective Date”), is essentially an “asset monetization” plan pursuant to which the Committee was dissolved, and four new entities were created: the Reorganized Debtor; a new general partner for the Reorganized Debtor called HCMLP GP, LLC; the Claimant Trust (administered by Seery, its trustee); and a Litigation Sub-Trust (administered by its trustee, Marc Kirschner). The Claimant Trust owns the limited partnership interests in the Reorganized Debtor, HCMLP GP LLC, and the Litigation Sub-Trust and is charged with winding down Highland over a three-year period by monetizing its assets and making distributions to the “Claimant Trust Beneficiaries,” as defined in the Plan and the CTA. General unsecured claims were classified as Class 8, and subordinated claims were classified as Class 9. Under the terms of the Plan, the holders of claims in Classes 8 and 9 received as of the Effective Date, in exchange for their claims, beneficial interests in the Claimant Trust and became “Claimant Trust Beneficiaries.” HMIT’s and Dugaboy’s former limited partnership interests in Highland were classified as Class 10 and Class 11, respectively. Under the terms of the Plan, these interests were cancelled in exchange for *unvested* contingent interests in the Claimant Trust (“Contingent Trust Interests”) that will vest if, and only if, the Claimant Trustee certifies that the Class 8 general unsecured claims and Class 9 subordinated claims have been paid in full, all disputed claims in Classes 8 and 9 have been resolved, *and* certain other obligations – primarily, the Claimant Trust’s significant indemnity obligations – have been satisfied.¹⁴ In other

¹² Bankr. Case Dkt. No. 1808.

¹³ The Plan was confirmed on February 22, 2021. *See Order (I) Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) and (II) Granting Related Relief* (“Confirmation Order”). Bankr. Dkt. No. 1943.

¹⁴ *See generally* Plan, Arts. III & IV.

words, HMIT and Dugaboy will become “Claimant Trust Beneficiaries” if, and only if, the vesting conditions occur.

B. Information Rights under the CTA

The Claimant Trust is a Delaware statutory trust established pursuant to the terms of that certain *Claimant Trust Agreement* (“CTA”), effective August 11, 2021, for the benefit of Claimant Trust Beneficiaries, which are defined in the CTA to be¹⁵

the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, and, only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent applicable, post-petition interest at the federal judgment rate in accordance with the terms and conditions set forth herein, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.

Under the clear terms of the CTA, information rights are limited, and the Claimant Trustee has no duty to provide an accounting of the Claimant Trust’s assets to any party, including the Claimant Trust Beneficiaries.¹⁶ The CTA grants limited information rights solely to a “Claimant Oversight Board”¹⁷ and the Claimant Trust Beneficiaries:¹⁸

The Claimant Trustee shall provide quarterly reporting to the Oversight Board and Claimant Trust Beneficiaries of (i) the status of the Claimant Trust Assets, (ii) the balance of Cash held by the Claimant Trust (including in each of the Claimant Trust Expense Reserve and Disputed Claim Reserve), (iii) the determination and any re-

¹⁵ CTA § 1.1(h). The CTA was expressly incorporated into and is a part of the Plan. *See* Confirmation Order ¶ 25, at 27; Plan Art. IV(J). The final form of the CTA was filed with the court at docket number 1811-2, as modified by docket number 1875-4.

¹⁶ CTA § 3.12(a) (“Except as otherwise provided herein, nothing in this Agreement requires the Claimant Trustee to file any accounting”); § 5.2 (“The ownership of the beneficial interests in the Claimant Trust shall not entitle the Claimant Trust Beneficiaries to any title in or to the Claimant Trust Assets (which title shall be vested in the Claimant Trust) or to any right to call for a partition or division of the Claimant Trust Assets *or to require an accounting.*”) (emphasis added).

¹⁷ “Oversight Board” was defined in the CTA as “the board comprised of five (5) Members established pursuant to the Plan and Article III of this Agreement to oversee the Claimant Trustee’s performance of his duties and otherwise serve the functions set forth in this Agreement and those of the “Claimant Trust Oversight Committee” described in the Plan. Subject to the terms of this Agreement, the initial Members of the Oversight Board shall be: (i) Eric Felton, as representative of the Redeemer Committee; (ii) Josh Terry, as representative of Acis; (iii) Elizabeth Kozlowski, as representative of UBS; (iv) Paul McVoy, as representative of Meta-e Discovery; and (v) David Pauker.”

¹⁸ CTA § 3.12(b).

determination, as applicable, of the total amount allocated to the Disputed Claim Reserve, (iv) the status of Disputed Claims and any resolutions thereof, (v) the status of any litigation, including the pursuit of the Causes of Action, (vi) the Reorganized Debtor's performance, and (vii) operating expenses; provided, however, that the Claimant Trustee may, with respect to any Member of the Oversight Board or Claimant Trust Beneficiary, redact any portion of such reports that relate to such Entity's Claim or Equity Interest, as applicable and any reporting provided to Claimant Trust Beneficiaries may be subject to such Claimant Trust Beneficiary's agreement to maintain confidentiality with respect to any non-public information.

Nothing in the Plan or the CTA grants any other information rights, and, in fact, the CTA makes clear that the Claimant Trust Beneficiaries do not have any information rights outside of those limited information rights set forth in the CTA,¹⁹ which do not include rights to the granular asset and subsidiary level information that the Plaintiffs are asking for in their Complaint (as later further discussed).

As earlier noted, the Claimant Trust Beneficiaries are defined in the CTA to be only the holders of allowed Class 8 general unsecured claims and allowed Class 9 subordinated claims unless and until the Contingent Trust Interests held by the holders of the former limited partnership interests (classified in Classes 10 and 11 under the Plan) vest, at which point, the Class 10 and Class 11 claimants will become Contingent Trust Beneficiaries.²⁰ The CTA specifically provides that the holders of Contingent Trust Interests "shall not have any rights under this Agreement" and will not "be deemed 'Beneficiaries' under this Agreement," "unless and until" they vest in accordance with the Plan and the CTA and the Claimant Trustee files with the Bankruptcy Court a certification that all holders of general unsecured claims have been indefeasibly paid in full,

¹⁹ CTA § 5.10(a) ("The Claimant Trust Beneficiaries shall have no rights other than those set forth in this Agreement, the Confirmation Order, or the Plan (including any Plan Supplement documents incorporated therein).").

²⁰ See CTA § 1.1(h); Plan Art. I.B.27.

including, as to Class 8 claims, “all accrued and unpaid post-petition interest consistent with the Plan and all Disputed Claims have been resolved (the ‘GUC Payment Certification’).”²¹

C. The Complaint and Motion to Dismiss

1. The Complaint

On May 10, 2023, HMIT and Dugaboy filed the Complaint in this Adversary Proceeding, asserting one claim for equitable relief and, if the court grants the request for equitable relief, two claims for declaratory relief.

In Count I,²² entitled “First Claim for Relief - Disclosures of Claimant Trust Assets and Request for Accounting,” Plaintiffs seek an order compelling Highland and the Claimant Trust “to provide information regarding the Claimant Trust assets, including the amount of cash and the remaining non-cash assets, and details of all transactions that have occurred since the [alleged] wall of silence was erected, and all liabilities.”²³ Plaintiffs acknowledge in their Complaint that, under the terms of the Plan and the CTA, they are not entitled to the information they seek: While “[t]he Plan requires the Claimant Trustee to determine the fair market value of the Claimant Trust Assets as of the Effective Date and to notify the applicable Claimant Trust Beneficiaries of such a valuation, as well as distribute tax information to Claimant Trust Beneficiaries as appropriate[,]”²⁴ . . . ***no like information regarding valuation of the Claimant Trust Assets is available to Plaintiffs as holders of Contingent Claimant Trust Interests . . .***²⁵ Thus, Plaintiffs seek equitable relief

²¹ See CTA § 5.1(c).

²² For ease of reference, the court will refer to the Plaintiffs’ “First Claim for Relief,” “Second Claim for Relief,” and “Third Claim for Relief” as Count I, Count II, and Count III, respectively.

²³ Complaint ¶¶ 82-88.

²⁴ *Id.* ¶ 75 (citing Plan, Art. IV(B)(9)).

²⁵ *Id.* ¶ 76.

in Count I – an order compelling the Highland Parties to disclose information that Plaintiffs admit they are not otherwise entitled to under the terms of the Plan and the CTA.

In Count II, entitled “Second Claim for Relief – Declaratory Judgment Regarding Value of Claimant Trust Assets,” Plaintiffs seek a declaratory judgment and “determination from the Court of the relative value of the Claimant Trust assets compared to the bankruptcy estate obligations,” “[o]nce Defendants are compelled to provide information about the Claimant Trust assets.”²⁶

Finally, in Count III, entitled “Third Claim for Relief – Declaratory Judgment and Determination Regarding Nature of Plaintiffs’ Interests,” the Plaintiffs seek a declaratory judgment and determination, “[i]n the event that the Court determines that the Claimant Trust assets exceed the obligations of the bankruptcy estate in an amount sufficient so that all Allowable Claims may be indefeasibly paid . . . that the conditions are such that their Contingent Claimant Trust Interests are likely to vest into Claimant Trust Interests, making them Claimant Trust Beneficiaries.”²⁷ HMIT and Dugaboy, by asking the court for a declaratory judgment that “the conditions are such that their Contingent Claimant Trust Interests *are likely to vest* into Claimant Trust Interests, making them Claimant Trust Beneficiaries”²⁸ (if the court first grants the equitable relief requested in Count I and the declaratory relief in Count II), admit and acknowledge that they are *not* Claimant Trust Beneficiaries and that their Claimant Trust Interests *have not vested* under the terms of the Plan and CTA. In fact, HMIT and Dugaboy clarify in footnote 6, with respect to Count III, that “[they] do not ask the Court to determine that they are Claimant Trust Beneficiaries or otherwise to convert their contingent interests into non-contingent interests[,]” and they

²⁶ *Id.* ¶¶ 89-92, at 26. The court notes that Plaintiffs’ request for declaratory relief in Count II is predicated on the court granting the equitable relief sought in Count I.

²⁷ *Id.* ¶¶ 93-95, at 27. The court notes that Plaintiffs’ request for declaratory relief in Count III is predicated on the court granting the declaratory relief sought in Count II, which (as noted) is, in turn, predicated on the court granting the equitable relief sought in Count I.

²⁸ *Id.* ¶ 94, at 27 (emphasis added).

acknowledge that “[a]ll of that must be done according to the terms of the Plan and the Claimant Trust Agreement.”²⁹

2. The Valuation Motion, Precursor to the Complaint

This is not the first time Plaintiffs have sought a valuation and accounting from the Claimant Trustee. In fact, the Complaint was filed after two prior efforts by the Plaintiffs to seek a valuation and accounting for the purported purpose of having the court determine that the Claimant Trust assets exceeded liabilities such that they were “in the money” and therefore, they argued, their Contingent Trust Interests were likely to vest in the near future. The first time was via a motion³⁰ that Dugaboy (with the support of HMIT)³¹ filed in June 2022, that this court denied³² on the ground that it was procedurally defective – that the claims for equitable and declaratory relief sought therein must be brought as an adversary proceeding. Specifically, this court held that, in asking the court to determine whether Dugaboy was “in the money” and whether “its status as a holder of a ‘Contingent Trust Interest’ [would] soon spring into the status of a ‘Claimant Trust Beneficiary,’” the Valuation Motion was asking “for the court to determine the extent of Dugaboy’s interest in the property in the Creditor’s Trust,” which is a “proceeding to

²⁹ *Id.* ¶ 94 n.6, at 27.

³⁰ On June 30, 2022, Dugaboy filed a *Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust* in which Dugaboy sought “a determination by this Court of the current value of the estate and an accounting of the assets currently held the [sic] Claimant Trust and available for distribution to creditors” and, on September 21, 2022, a *Supplemental and Amended Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust* in which Dugaboy further stated that “the Court should conduct an evidentiary hearing and require disclosure by the Reorganized Debtor and Claimant Trustee of the value of the estate and all assets held by Claimant Trust that are available for distribution to creditors and residual equity holders.” (together, the “Valuation Motion”). In the Valuation Motion, the movants sought a determination of the value of the assets of the Claimant Trust and the entry of “an order: (i) finding that Dugaboy has standing in these bankruptcy proceedings under 11 U.S.C. § 1109(b), Delaware trust law, and Article III of the United States Constitution; and (ii) setting an evidentiary hearing to ascertain the assets currently available for distribution to allowed claimants, to determine the current value of those assets, and to determine whether there is a potential for settling the estate now”

³¹ HMIT filed a *Limited Response in Support of Certain Requested Relief* on August 24, 2022.

³² See *Order Denying Motion [DE #3383] and Supplemental Motion [DE #3533] of Dugaboy Investment Trust Due to Procedural Deficiency: Adversary Proceeding is Required* (“Order Denying Valuation Motion”), entered on December 20, 2022. Bankr. Dkt. No. 3645.

determine the validity, priority, or extent of . . . [an] interest in property” under Fed. R. Bankr. P. 7001(2) that must be brought as an adversary proceeding.³³ Additionally, the court held that the movants’ request for the court to make a determination of the current value of the estate and for an accounting of the Claimant Trust assets was a request for equitable relief that was not provided for in the Plan, and that such a request must be brought via an adversary complaint pursuant to Fed. R. Bankr. P. 7001(7).³⁴ Finally, the court held that the request in the Valuation Motion clearly was requesting a declaratory judgment as to the value of assets, the extent of Dugaboy’s and HMIT’s interests in assets, and ultimately, “a declaration as to Dugaboy’s standing” that should be brought as an adversary proceeding under the terms of Fed. R. Bankr. P. 7001(9) as “a proceeding to obtain declaratory judgment relating to any of the foregoing [types of procedures listed in Rule 7001].”³⁵ Accordingly, the court denied the Valuation Motion “for procedural deficiency[,] without prejudice to the filing of an adversary proceeding.”³⁶

Next, Dugaboy and HMIT filed a motion seeking leave from this court to file the Complaint, pursuant to the “Gatekeeper Provisions” of the court’s prior orders and the Plan (which have been discussed at length in various Highland opinions),³⁷ but then withdrew the motion for leave (the “Withdrawn Motion for Leave”), after Highland agreed at a status conference held on April 24, 2023 that leave of court was not necessary for the filing of this particular Adversary

³³ Order Denying Valuation Motion, 4.

³⁴ *Id.* Fed. R. Bankr. P. 7001(7) states that “a proceeding to obtain an injunction or other equitable relief, except when a . . . chapter 11 plan provides for the relief” is an adversary proceeding governed by Bankruptcy Rules 7001 *et seq.*

³⁵ *See id.* at 6 (quoting Fed. R. Bankr. P. 7001(9)).

³⁶ *Id.* at 6.

³⁷ *E.g., NexPoint Advisors, L.P. v. Highland Capital Management, L.P. (In re Highland Capital Management, L.P.)*, 48 F.4th 419, 439 (5th Cir. 2022) (Fifth Circuit upheld “Gatekeeper Provisions” approved by the bankruptcy court in this case, that required persons to obtain leave of the bankruptcy court before initiating action against certain parties).

Proceeding.³⁸ Plaintiffs then filed the Complaint that initiated this Adversary Proceeding on May 10, 2023.

3. *Meanwhile, HMIT Files Gatekeeper Motion for Leave to File a Different Adversary Proceeding against the Claimant Trustee and Others Regarding Claims Trading*

Meanwhile, HMIT filed a separate *Emergency Motion for Leave to File Verified Adversary Proceeding* (“HMIT Motion for Leave Regarding Claims Trading”),³⁹ which was later supplemented and modified.⁴⁰ HMIT’s Motion for Leave Regarding Claims Trading should not be confused with its (and Dugaboy’s) earlier Withdrawn Motion for Leave, just discussed. In the HMIT Motion for Leave Regarding Claims Trading, it sought leave pursuant to the Gatekeeper Provisions to sue Highland, Seery (i.e., the Claimant Trustee), and certain purchasers of large unsecured claims based upon allegations of “insider trading” and breach of fiduciary duty. A hearing was held on the HMIT Motion for Leave Regarding Claims Trading, following which the court took the matter under advisement.

While the matter was pending under advisement, Dondero and certain of his controlled entities (the “Dondero Parties”) filed a *Motion to Stay and to Compel Mediation* (the “Mediation Motion”),⁴¹ which was granted, in part, on August 2, 2023.⁴² In compliance with an agreed-upon court order⁴³ and in furtherance of mediation, Highland filed a *pro forma* adjusted balance sheet

³⁸ In confirming that Highland had agreed that a gatekeeper motion would not be necessary “since the adversary would just be seeking a valuation and not monetary or other relief,” Highland’s counsel reported that Highland “does not believe [HMIT] or Dugaboy is entitled to any information whatsoever” and that “[t]hey certainly have no legal right to the information [which is] why they have to pursue . . . an equitable claim.” Transcript of April 24, 2023 Status Conference, 4:7-23. Bankr. Dkt. No. 3765.

³⁹ Bankr. Dkt. No. 3699 (filed on March 28, 2023).

⁴⁰ See Bankr. Dkt. Nos. 3760, 3815, and 3816.

⁴¹ Bankr. Dkt. No. 3757.

⁴² Bankr. Dkt. No. 3897.

⁴³ Bankr. Dkt. No. 3870.

(“Pro Forma Adjusted Balance Sheet”) for the Claimant Trust,⁴⁴ which disclosed a May 31, 2023 point-in-time \$152 million in assets (of which only \$37 million was cash or restricted cash) and \$130 million in liabilities, for a total equity value of \$22 million. The information disclosed on the Pro Forma Adjusted Balance Sheet was consistent with information that had already been filed in the Bankruptcy Case in certain “Post-Confirmation Reports” as of April 2023.⁴⁵ Highland and the Claimant Trustee represent that the Post-Confirmation Reports were “enhanced” and publicly filed to provide interested parties substantially more information than was required, and that these disclosures should have resolved any good faith dispute around receiving sufficient information with which to make a global settlement offer.⁴⁶ In any event, the Pro Forma Adjusted Balance Sheet and Post-Confirmation Reports are now central to Highland and the Claimant Trustee’s “mootness” argument later discussed herein.

On August 25, 2023, the court issued a 105-page memorandum opinion and order denying HMIT’s Motion for Leave Regarding Claims Trading (“Order Denying Leave to Bring Claims Pertaining to Claims Trading”)⁴⁷ on multiple grounds, including on the bases that: (a) HMIT lacked constitutional standing to bring the claims; (b) even if it had constitutional standing, it lacked prudential standing under Delaware trust law to bring the claims; and (c) the proposed claims also were not “colorable” claims that the court, pursuant to its gatekeeping function under the Gatekeeper Provisions, should allow HMIT to bring. The court found, among other things, that HMIT was not a “Claimant Trust Beneficiary” and not a “beneficial owner” of the Claimant Trust. The court further determined that HMIT should not be treated as a “Claimant Trust

⁴⁴ Bankr. Dkt. No. 3872 (filed July 6, 2023).

⁴⁵ See Bankr. Dkt. Nos. 3756 and 3757 (“Post-Confirmation Reports”).

⁴⁶ MTD Brief ¶ 20, at 10.

⁴⁷ Bankr. Dkt. No. 3904.

Beneficiary” after both “considering the current value of the Claimant Trust Assets” and the allegations of wrongful conduct by the Claimant Trustee, as the court “does not have the power to equitably deem HMIT’s Contingent Trust Interest to be vested.” The court noted that “HMIT’s status as a ‘beneficiary’ of the Claimant Trust is defined by the CTA itself, pure and simple,” and it was undisputed that HMIT’s Contingent Trust Interest had not vested yet under the terms of the Plan and the CTA.

On September 8, 2023, HMIT filed a motion to reconsider (“HMIT’s Motion to Reconsider Lack of Standing”)⁴⁸ the Order Denying Leave to Bring Claims Pertaining to Claims Trading. HMIT argued that the court should reconsider its ruling because the Pro Forma Adjusted Balance Sheet, filed in July 2023 (after the court took the HMIT Motion for Leave Regarding Claims Trading under advisement, but before the court issued its August 2023 Order Denying Leave to Bring Claims Pertaining to Claims Trading, established that (1) the value of the Claimant Trust assets exceeded liabilities; (2) HMIT was “in the money”; and (3) its unvested Contingent Trust Interest was likely to vest and, therefore, HMIT had both constitutional and prudential standing as a Claimant Trust Beneficiary to bring the proposed claims.

On October 6, 2023, the court entered an order denying reconsideration (“Order Denying HMIT’s Motion to Reconsider Lack of Standing”),⁴⁹ finding that the Pro Forma Adjusted Balance sheet did not “demonstrate that HMIT’s contingent interest [wa]s ‘in the money,’” noting that HMIT d[id] not give proper attention to the voluminous supplemental notes” in the Pro Form Adjusted Balance Sheet that are “integral to understanding the numbers therein.”⁵⁰ In addition

⁴⁸ Bankr. Dkt. No. 3905.

⁴⁹ Bankr. Dkt. No. 3936.

⁵⁰ Order Denying HMIT’s Motion to Reconsider Lack of Standing, 3 (citing Notes 5 and 6 of the Balance Sheet, which show that Highland will operate at an “operating loss prospectively,” and that the administrative expenses and legal fees continue to deplete assets, with “significant and widespread litigation result[ing] in massive indemnification obligations, as well as massive, continuing legal fees and expenses”).

this court also found that the Pro Forma Adjusted Balance Sheet did not constitute “newly discovered evidence” because it did not contain information that was materially different from the information disclosed in the Post-Confirmation Reports, filed three months earlier.⁵¹

4. The Rule 12(b) Motion

As noted earlier, this Adversary Proceeding was briefly stayed pending a court-ordered⁵² mediation that ultimately proved to have been unsuccessful.⁵³ Then, on November 22, 2023, Highland and the Claimant Trustee filed their Rule 12(b) Motion that is now pending before the court.⁵⁴

In their Rule 12(b) Motion, Highland and the Claimant Trustee seek a dismissal of Counts I and III pursuant to Rule 12(b)(1) of the Federal Rules of Civil Procedure⁵⁵ (made applicable herein pursuant to Rule 7012 of the Federal Rules of Bankruptcy Procedure⁵⁶) for **lack of subject matter jurisdiction**—specifically, Counts I and III based on **mootness**, and Count III based on the additional ground that Plaintiffs seek an **impermissible advisory opinion**. Thus, there is no **justiciable controversy** with respect to either of these counts. In addition to the lack of subject matter arguments, Highland and the Claimant Trustee also seek dismissal of Count III on the basis that the Plaintiffs are **collaterally estopped** from bringing the claim for declaratory relief. Finally,

⁵¹ *Id.* at 2-3.

⁵² See, Bankr. Dkt. No. 3879, which was entered on August 2, 2023, granting, in part, the April 20, 2023 *Motion to Stay and to Compel Mediation* [Bankr. Dkt. No. 3752] filed by Dondero and certain of his affiliates in the main bankruptcy case.

⁵³ See *Joint Notice of Mediation Report* (filed on November 7, 2023). Bankr. Dkt. No. 3964.

⁵⁴ See *Order Approving Stipulation and Proposed Scheduling Order* (entered on November 21, 2023). Dkt. No. 12.

⁵⁵ Hereinafter, the court shall refer to a rule of the Federal Rules of Civil Procedure as “Rule ____.”

⁵⁶ Hereinafter, the court shall refer to a rule of the Federal Rules of Bankruptcy Procedure as “Bankruptcy Rule ____.”

the Highland Parties seek dismissal of all three counts pursuant to Rule 12(b)(6) (made applicable herein by Bankruptcy Rule 7012) for *failure to state a claim upon which relief can be granted*.⁵⁷

The court has considered the Rule 12(b) Motion, HMIT's and Dugaboy's response⁵⁸ in opposition, and the reply thereto.⁵⁹ Oral arguments were heard on February 14, 2024, following which this court took the matter under advisement.⁶⁰ Having considered all of this, the undisputed facts set forth in the Complaint, and certain facts of which this court takes judicial notice, and for the following reasons, this court concludes that: (a) it does not lack subject matter jurisdiction over Count I of the Complaint but that HMIT and Dugaboy have failed to state a claim upon which relief can be granted as to Count I, and thus, Count I should be dismissed pursuant to Rule 12(b)(6); (b) that Count II of the Complaint is not justiciable and that, pursuant to Rule 12(b)(1) and Rule 12(h)(3), Count II of the Complaint should be dismissed for lack of subject matter jurisdiction; and, (c) Count III of the Complaint is not justiciable and that, pursuant to Rule 12(b)(1), Count III of the Complaint should be dismissed for lack of subject matter jurisdiction.

III. CONCLUSIONS OF LAW

A. *Legal Standards*

“When a Rule 12(b)(1) motion is filed in conjunction with other Rule 12 motions, the court should consider the Rule 12(b)(1) jurisdictional attack before addressing any attack on the merits.” *Ramming v. United States*, 281 F.3d 158, 161 (5th Cir. 2001) (citation omitted). “Moreover, when a complaint could be dismissed for both lack of jurisdiction and failure to state a claim, the court

⁵⁷ See generally MTD Brief, 11-25.

⁵⁸ *The Dugaboy Investment Trust and Hunter Mountain Investment Trust's Response to the Highland Parties' Motion to Dismiss Complaint to (I) Compel Disclosures about the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiffs' Interest in the Claimant Trust* (“Response”). Dkt. No. 17.

⁵⁹ *The Highland Parties' Reply in Further Support of Motion to Dismiss Complaint* (“Reply”). Dkt. No. 21.

⁶⁰ A transcript of the February 14 hearing was filed on February 20, 2024. Dkt. No. 25.

should dismiss only on the jurisdictional ground under Rule 12(b)(1), without reaching the questions of failure to state a claim under Rule 12(b)(6)—a “practice [that] prevents courts from issuing advisory opinions.” *Crenshaw-Logal v. City of Abilene, Texas*, 436 F. App’x 306 (5th Cir. 2011) (cleaned up). “The practice also prevents courts without jurisdiction ‘from prematurely dismissing a case with prejudice.’” *Id.* (quoting *Ramming*, 281 F.3d at 161). Thus, the court will address the Rule 12(b)(1) issues and, then, to the extent the court finds that it has subject matter jurisdiction over any of the claims asserted by the Plaintiffs, the court will address the separate collateral estoppel argument and whether the Plaintiffs have failed to state a claim upon which relief can be granted.

1. Rule 12(b)(1) – Lack of Subject Matter Jurisdiction

As noted, the Defendants argue that the court lacks subject matter jurisdiction over Plaintiffs’ claims asserted in Counts I and III of their Complaint, and, therefore, they must be dismissed pursuant to Rule 12(b)(1). The court notes that, pursuant to Rule 12(h)(3), the court “must dismiss the action” “if [it] determines at any time that it lacks subject matter jurisdiction,” whether the issue is raised by a party or *sua sponte* by the court. This is so because federal courts have a “constitutional duty . . . to decline subject matter jurisdiction where it does not exist—and that is so whether the parties challenge Article III standing or not.” *Abraugh v. Altimus*, 26 F.4th 298, 304 (5th Cir. 2022).

Under Article III of the Constitution, a federal court “may only adjudicate actual, ongoing controversies.” *Shemwell v. City of McKinney, Texas*, 63 F.4th 480, 483 (5th Cir. 2023) (citing *Honig v. Doe*, 484 U.S. 305, 317 (1988)). and thus “[w]hether a case or controversy remains live throughout litigation is a jurisdictional matter.” *Id.* (citations omitted). “If a dispute is not a proper case or controversy, the courts have no business deciding it, or expounding the law in the course of doing so.” *DaimlerChrysler Corp. v. Cuno*, 547 U.S. 332, 341 (2006). As noted by the Supreme

Court, “the doctrines of [constitutional standing,] mootness, ripeness, and political question all originate in Article III’s ‘case’ or ‘controversy’ language.” *Id.* at 352 (citations omitted). The justiciability requirement found in Article III forms the basis of the overarching and, at times, overlapping well-settled rule that federal courts are not permitted to issue advisory opinions. *See Su v. F Elephant, Inc. (In re TMT Procurement Corp.)*, No. 21-20146, 2022 WL 38985, at *2 (5th Cir. Jan. 4, 2022) (“[T]he federal courts established pursuant to Article III of the Constitution do not render advisory opinions,’ and parties must articulate ‘concrete legal issues, presented in actual cases, not abstractions.’”) (quoting *Golden v. Zwickler*, 394 U.S. 103, 108 (1969) (quoting *United Public Workers of America (C.I.O.) v. Mitchell*, 330 U.S. 75, 89 (1947))). The Fifth Circuit in *Shemwell*⁶¹ recently expounded on the “interplay among the justiciability doctrines” that are “rooted in the Constitution”:

Our justiciability doctrines – including mootness – are rooted in the Constitution. Under Article III of the Constitution, this court may only adjudicate actual, ongoing controversies. Accordingly, whether a case or controversy remains live throughout litigation is a jurisdictional matter. Reframed in the familiar taxonomy of standing and ripeness, this means that, throughout the litigation, the plaintiff must have suffered, or be threatened with, an actual injury traceable to the defendant and likely to be redressed by a favorable judicial decision. Or, as the Court has sometimes articulated the interplay among the justiciability doctrines, standing generally assesses whether the [requisite] interest exists at the outset, while the doctrine of mootness considers whether it exists throughout the proceedings.

The Supreme Court has interpreted the “cases” and “controversies” language in Article III “to demand that an actual controversy be extant at all stages of review, not merely at the time the complaint is filed,” and, thus, “[i]f an intervening circumstance deprives the plaintiff of a personal stake in the outcome of the lawsuit, at any point during litigation, the action can no longer proceed and must be dismissed as moot.” *Campbell-Ewald Co. v. Gomez*, 577 U.S. 153, 160-161 (2016)

⁶¹ 63 F.4th at 483.

(cleaned up); *see also* *Center for Individual Freedom v. Carmouche*, 449 F.3d 655, 661 (5th Cir. 2006) (“Mootness is the doctrine of standing in a time frame. The requisite personal interest that must exist at the commencement of litigation (standing) must continue throughout its existence (mootness).”) (cleaned up). “A case becomes moot, however, only when it is impossible for a court to grant any effectual relief whatever to the prevailing party.” *Campbell-Ewald*, 577 U.S. at 161 (cleaned up). In other words, “A case becomes moot—and therefore no longer a ‘Case’ or ‘Controversy’ for purpose of Article III—when the issues presented are no longer ‘live’ or the parties lack a legally cognizable interest in the outcome” and “no matter how vehemently the parties continue to dispute the lawfulness of the conduct that precipitated the lawsuit, the case is moot if the dispute is no longer embedded in any actual controversy about the plaintiffs’ particular legal rights.” *Yarls v. Bunton*, 905 F.3d 905, 909 (5th Cir. 2018) (cleaned up).

As alluded to above, ripeness is another justiciability doctrine that originates in Article III’s “case” or “controversy” requirement. *See also* *Orix Credit Alliance, Inc. v. Wolfe*, 212 F.3d 891, 895 (5th Cir. 2000) (quoting *Abbott Laboratories v. Gardner*, 387 U.S. 136, 148-49 (1967) (“Ripeness is a constitutional prerequisite to the exercise of jurisdiction.”)). “Ripeness ‘separates those matters that are premature because the injury is speculative and may never occur from those that are appropriate for judicial review.’” *In re Boyd Veigel, P.C.*, 575 F. App’x 393, 396 (5th Cir. 2014) (quoting *United Transp. Union v. Foster*, 205 F.3d 851, 857 (5th Cir. 2000) and citing and quoting *United Pub. Workers v. Mitchell*, 330 U.S. 75, 89 (1947) on the doctrine of ripeness). The Fifth Circuit set forth the standard for determining whether a dispute is ripe for adjudication in *New Orleans Pub. Serv., Inc. v. Council of New Orleans*, 833 F.2d 583 (5th Cir. 1987): “A court should dismiss a case for lack of ‘ripeness’ when the case is abstract or hypothetical. . . . A case is generally ripe if any remaining questions are purely legal ones; conversely, a case is not ripe if

further factual development is required.” *Orix*, 212 F.3d at 895 (quoting *id.* at 586-87) (additional citations omitted).

As noted by the *Orix* court, “[m]any courts have recognized that applying the ripeness doctrine in the declaratory judgment context presents a unique challenge.” When considering a declaratory judgment action (and Plaintiffs here are seeking declaratory relief in Counts II and III), the court must first determine whether the action is justiciable, as the court must do in connection with all claims for relief. Under the federal Declaratory Judgment Act, “any court of the United States” is authorized to “declare the rights and other legal relations” of parties in “a case of actual controversy.” 28 U.S.C. § 2201; Fed. R. Civ. P. 57; *see also Texas Cent. Bus. Lines Corp. v. City of Midlothian*, 669 F.3d 525, 534 (5th Cir. 2012). “That controversy must be of a justiciable nature, thus excluding an advisory decree upon a hypothetical state of facts.” *Id.* (cleaned up).⁶² The “unique challenge” that applying the ripeness doctrine to requests for declaratory judgment presents arises from the fact that declaratory judgments are “typically sought before a completed ‘injury-in-fact’ has occurred,” *Orix*, 212 F.3d at 896 (quoting *Foster*, 205 F.3d 851, 857 (5th Cir. 2000)), and, “declaratory actions contemplate an ‘ex ante determination of rights’ that ‘exists in some tension with traditional notions of ripeness.’” *Orix*, 212 F.3d at 896 (quoting *Rhode Island v. Narragansett Indian Tribe*, 19 F.3d 685, 692 (1st Cir. 1994)). Notwithstanding this tension that exists in applying the justiciability requirements to declaratory judgment actions, “a declaratory judgment action, like any other action, must be ripe in order to be justiciable.” *Id.* “Thus, courts will not grant declaratory judgments unless the suit is ripe for review.” *Boyd Veigel*, 575 F. App’x at 396 (citing *Foster*, 205 F.3d at 857); *see also Mitchell*, 330 U.S. at 89 (“As is well known the federal courts established pursuant to Article III of the Constitution do not render advisory

⁶² The Fifth Circuit “interprets the § 2201 ‘case or controversy’ requirement to be coterminous with Article III’s ‘case or controversy’ requirement.” *Id.* (quoting *Hosein v. Gonzales*, 452 F.3d 401, 403 (5th Cir. 2006)).

opinions. For adjudication of constitutional issues, concrete legal issues, presented in actual cases, not abstractions are requisite. This is as true of declaratory judgments as any other field.”) (cleaned up).

In addressing the ripeness doctrine in the declaratory judgment context, the Fifth Circuit has stated that “the question in each case is whether the facts alleged, under all the circumstances, show that there is a substantial controversy, between parties having adverse legal interests, of sufficient immediacy and reality to warrant the issuance of a declaratory judgment,” *Boyd Veigel*, 575 F. App’x at 396 (quoting *Md. Cas. Co. v. Pac. Coal & Oil Co.*, 312 U.S. 270, 273 (1941)), and that “[w]hether particular facts are sufficiently immediate to establish an actual controversy is a question that must be addressed on a case-by-case basis. *Orix*, 212 F.3d at 896 (citations omitted). “The controversy must be such that it can presently be litigated and decided and not hypothetical, conjectural, conditional or based upon the possibility of a factual situation that may never develop.” *Val-Com Acquisitions Tr. v. Chase Home Fin., L.L.C.*, 434 F. App’x 395, 395-96 (5th Cir. 2011) (cleaned up).

“The burden of proof for a Rule 12(b)(1) motion to dismiss is on the party asserting jurisdiction, so the plaintiff constantly bears the burden of proof that jurisdiction does in fact exist.” *Shemwell v. City of McKinney, Texas*, 63 F.4th 480, 483 (5th Cir. 2023) (citing *id.*) (cleaned up) *see also Val-Com*, 434 F. App’x at 396 (“The plaintiffs have the burden of establishing the existence of an actual controversy under the [Declaratory Judgment] Act.”). “Lack of subject matter jurisdiction may be found in any one of three instances: (1) the complaint alone; (2) the complaint supplemented by undisputed facts evidenced in the record; or (3) the complaint supplemented by undisputed facts plus the court's resolution of disputed facts.” *Ramming v. United States*, 281 F.3d 158, 161 (5th Cir. 2001).

2. Rule 12(b)(6) – Failure to State a Claim upon which Relief Can Be Granted

As noted, Highland and the Claimant Trust also argue that all three counts of the Complaint should be dismissed pursuant to Rule 12(b)(6), made applicable herein by Bankruptcy Rule 7012, because Plaintiffs have failed “to state a claim upon which relief can be granted.” To survive a motion to dismiss pursuant to Rule 12(b)(6), a plaintiff must plead “enough facts to state a claim to relief that is plausible on its face.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). “A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). “The plausibility standard is not akin to a ‘probability requirement,’ but it asks for more than a sheer possibility that a defendant has acted unlawfully.” *Id.* (quoting *Twombly*, 550 U.S. at 556). “Where a complaint pleads facts that are ‘merely consistent with’ a defendant’s liability, it ‘stops short of the line between possibility and plausibility of entitlement to relief.’” *Id.* (quoting *Twombly*, 550 U.S. at 557). “When well-pleaded facts fail to meet th[e] [*Twombly*] standard, the complaint has alleged—but it has not shown—that the pleader is entitled to relief.” *Id.* at 679. “In ruling on a Rule 12(b)(6) motion to dismiss, the court cannot look beyond the pleadings and must accept as true those well-pleaded factual allegations in the complaint,” *Hall v. Hodgkins*, 305 F. App’x 224, 227 (5th Cir. 2008) (cleaned up), but it is “not bound to accept as true a legal conclusion couched as factual allegation.” *Randall D. Wolcott MD PA v. Sebelius*, 635 F.3d 757, 763 (5th Cir. 2011) (cleaned up). The court “may also consider matters of which it may take judicial notice, and it is clearly proper in deciding a 12(b)(6) motion to take judicial notice of matters of public record.” *Hall v. Hodgkins*, 305 F. App’x at 227 (cleaned up). Dismissal is proper under Rule 12(b)(6), if, after taking the facts alleged in the complaint as true, “it appears certain that the plaintiff cannot prove any set of facts that would entitle it to the relief it seeks.” *Test*

Masters Educ. Servs., Inc. v. Singh, 428 F.3d 559, 570 (5th Cir. 2005) (quoting *C.C. Port, Ltd. v. Davis-Penn Mortg. Co.*, 61 F.3d 288, 289 (5th Cir. 1995)).

3. Collateral Estoppel

Highland and the Claimant Trust also argue that Plaintiffs' claims for declaratory relief asserted in Count III should be dismissed for the additional reason that Plaintiffs are collaterally estopped from bringing the claim. Collateral estoppel, or issue preclusion, is a preclusive doctrine that falls under the umbrella of the res judicata doctrine, which affords preclusive effect to final judgments, orders, and decrees of a federal court, including those of bankruptcy courts. *See In re Reddy Ice Holdings, Inc.*, 611 B.R. 802, 808 (Bankr. N.D. Tex. 2020) (quoting *Test Masters*, 428 F.3d at 571 (“The rule of res judicata encompasses two separate but linked preclusive doctrines: (1) true res judicata or claim preclusion and (2) collateral estoppel or issue preclusion.”) and citing *Bullard v. Blue Hills Bank*, 575 U.S. 496, 501-02 (2015)). Whereas “claim preclusion, or true res judicata, precludes parties from relitigating claims or causes of action that were or could have been raised in earlier litigation,” *id.*, issue preclusion, or collateral estoppel, “prevents the same parties or their privies from relitigating [an issue of fact or law] . . . when: ‘(1) the identical issue was previously adjudicated; (2) the issue was actually litigated; and (3) the previous determination was necessary to the decision.’” *Bradberry v. Jefferson Co., Texas*, 732 F.3d 540, 548 (5th Cir. 2013) (quoting *Pace v. Bogalusa City Sch. Bd.*, 403 F.3d 272, 290 (5th Cir. 2005)); *see also In re Reddy Ice*, 611 B.R. at 809-10 (“To establish collateral estoppel under federal law one must show: (1) that the issue at stake be identical to the one involved in the prior litigation; (2) that the issue has been actually litigated in the prior litigation; and (3) that the determination of the issue in the prior litigation has been a critical and necessary part of the judgment in that earlier action.”) (quoting *Rabo Agrifinance, Inc. v. Terra XXI, Ltd.*, 583 F.3d 348, 353 (5th Cir. 2009)). “By precluding parties from contesting matters that they have had a full and fair opportunity to litigate, these two

doctrines protect against the expense and vexation attending multiple lawsuits, conserve judicial resources, and foster reliance on judicial action by minimizing the possibility of inconsistent decisions.” *In re Reddy Ice*, 611 B.R. at 808 (quoting *Taylor v. Sturgell*, 553 U.S. 880, 891 (2008)). Although as a general rule *res judicata* must be pled as an affirmative defense, Fed. R. Bankr. P. 7008; Fed. R. Civ. P. 8(c)(1), “[i]f, based on the facts pleaded and judicially noticed, a successful affirmative defense appears, then dismissal under Rule 12(b)(6) is proper.” *Hall v. Hodgkins*, 305 F. App’x at 227-28.⁶³

B. Application of the Legal Standards Here

1. Count I – Disclosure and Accounting

a) Plaintiffs’ equitable claim for disclosure and accounting in Count I cannot be considered “moot”; Defendants’ motion to dismiss Count I pursuant to Rule 12(b)(1) for lack of subject matter jurisdiction must be denied.

As earlier noted, in Count I of their Complaint, Plaintiffs seek an order compelling Highland and the Claimant Trust “to provide information regarding the Claimant Trust assets, including the amount of cash and the remaining non-cash assets, and details of all transactions that have occurred since the wall of silence was erected, and all liabilities.”⁶⁴ Plaintiffs, as holders of Contingent Trust Interests, have neither a contractual right to an accounting of the Claimant Trust assets nor a contractual right to whatever limited information rights under the terms of the Plan and CTA that are afforded to the Claimant Trust Beneficiaries. Plaintiffs acknowledge that they are not “Claimant Trust Beneficiaries.” But they ask the court, without any supporting facts or authority, to treat them as such and to order the Defendants to disclose not just information that

⁶³ A court may also raise the issue of *res judicata* or collateral estoppel *sua sponte* in dismissing a claim or cause of action “in the interest of judicial economy where both actions were brought before the same court” or “where all of the relevant facts are contained in the record and all are uncontroverted.” *McIntyre v. Ben E. Keith Co.*, 754 F. App’x 264-65 (5th Cir. 2018) (cleaned up).

⁶⁴ Complaint ¶ 88.

Claimant Trust Beneficiaries are entitled to under the Plan and CTA but also information and an accounting that is not otherwise available even to the Claimant Trust Beneficiaries. To be clear, the Plaintiffs are asking this court to disregard the unambiguous and plain terms of the CTA and the Plan and grant the relief sought in Count I based upon equitable considerations.

Ignoring for a moment the Defendants’ Rule 12(b)(6) “failure to state a claim upon which relief may be granted” argument, this court will first focus on Defendants’ argument that Plaintiffs’ claim for equitable relief in Count I is moot and, thus, nonjusticiable and must be dismissed for lack of subject matter jurisdiction pursuant to Rule 12(b)(1).

Highland and the Claimant Trust take the position that their filing of the Pro Forma Adjusted Balance Sheet in July 2023, nearly two months after the filing of the Complaint on May 10, 2023, renders moot the Plaintiffs’ request for equitable relief in Count I because the balance sheet provided Plaintiffs (and all parties) with the very information Plaintiffs are asking for in Count I. Thus, “the issue presented in Count I is no longer ‘live.’”⁶⁵ Highland and the Claimant Trust add that the Post-Confirmation Reports, filed on the bankruptcy court docket in April 2023, prior to the Complaint being filed, “similarly disclose the financial information requested in Count One, including, *inter alia*, the cash and the identification of remaining assets.” In essence, Defendants argue that the filing of these two items “ha[s] thus eliminated the ‘actual controversy’ at the core of Count One, and there is no conceivable relief available to Plaintiffs through this claim that has not already been provided.”⁶⁶

Plaintiffs argue that Highland and the Claimant Trust’s mootness argument is exactly backward—that the filing of the Pro Forma Balance Sheet has not eliminated the “actual

⁶⁵ MTD Brief ¶ 25.

⁶⁶ MTD Brief ¶¶ 25-26.

controversy” between the parties precisely *because of* the Defendants’ persistent “contentions and arguments that the Balance Sheet is not conclusive [as to the issue of whether Plaintiffs’ Contingent Trust Interests are likely to vest]” – that whether assets exceed liabilities at any one given point in time and whether Plaintiffs appear to be “in the money” is irrelevant to the question of vesting under the terms of the Plan and CTA.⁶⁷ Plaintiffs point out that Defendants have argued that Plaintiffs should not rely on the balance sheet, which, again, gives pro forma values as of May 31, 2023, adding that it is not determinative of whether Plaintiffs Contingent Trust Interests will likely vest at any point in the future because, under the terms of the CTA and Plan, Plaintiffs’ unvested, contingent interests in the Claimant Trust will vest if, and only if, the Claimant Trustee files the GUC Payment Certification, certifying that the Class 8 general unsecured claims and Class 9 subordinated claims, the Claimant Trust Beneficiaries under the CTA who are entitled to distributions of the Claimant Trust assets and have other rights under the terms of the CTA, have been indefeasibly paid in full (including as to Class 8, accrued and unpaid post-petition interest), all disputed claims in Classes 8 and 9 have been resolved, *and* certain other obligations – primarily, the Claimant Trust’s significant indemnity obligations – have been satisfied. Because it is impossible to know or predict, in particular, what the indemnity obligations and the professional fees will be going forward, it would be just as impossible for the court to make any determination of whether Plaintiffs are “in the money” or whether their contingent interests are likely to vest.

This court cannot conclude that Defendants’ production and filing of the point-in-time Pro Forma Balance Sheet (as of May 31, 2023) and the Post-Confirmation Reports has rendered Plaintiffs’ current request in Count I for information and an accounting moot. A balance sheet and financial disclosures generally are fluid concepts. Relevant information in early 2023 may not

⁶⁷ See Response ¶¶ 17-18.

remain relevant in mid-2024. Thus, Plaintiffs' equitable claim is not mooted by these earlier filed items, and the Count I request is justiciable. Accordingly, Defendants' motion to dismiss Count I under Rule 12(b)(1) for lack of subject matter jurisdiction will be denied. This determination simply means that the court has subject matter jurisdiction here to address Count I. Thus, this court will now consider whether Plaintiffs have stated a claim (in Count I) upon which relief can be granted under Rule 12(b)(6) standards.

b) Plaintiffs have failed to state a claim upon which relief can be granted in Count I; dismissal of Count I is proper under Rule 12(b)(6).

As noted above, dismissal under Rule 12(b)(6) is proper if, based upon the facts alleged in the Complaint, taken as true, as well as any judicially noticed facts, "it appears certain that the [Plaintiffs] cannot prove any set of facts that would entitle [them] to the relief [they] seek[]." *Test Masters*, 428 F.3d at 570 (quoting *C.C. Port, Ltd.*, 61 F.3d at 289). As noted above, in Count I, Plaintiffs, as holders of unvested contingent interests in the Claimant Trust, seek an order from this court compelling Defendants "to provide information regarding the Claimant Trust assets, including the amount of cash and the remaining non-cash assets," and a detailed accounting of "all transactions that have occurred since [an alleged] wall of silence was erected, and all liabilities." As also noted above, Plaintiffs have acknowledged⁶⁸ that their contingent interests in the Claimant Trust have not vested, and Plaintiffs are not Claimant Trust Beneficiaries; thus, under the terms of the CTA, they are not entitled to the information and accounting they seek and do not have even the limited information rights afforded to the Claimant Trust Beneficiaries under the CTA.⁶⁹

The court takes judicial notice of its Order Denying Leave to Bring Claims Pertaining to Claims Trading, in which the court found that HMIT, as a holder of a "Contingent Claimant Trust

⁶⁸ See *supra* p.10.

⁶⁹ See *supra* pp. 7-9 (discussion of information rights under the terms of the CTA).

Interest” was not a Claimant Trust Beneficiary, who, under the terms of the CTA and Delaware law, are the “beneficial owners” of the Claimant Trust, and rejected HMIT’s argument that its Contingent Claimant Trust Interest makes it a contingent beneficiary of the Claimant Trust, which, in turn, makes it a present “beneficial owner” under Delaware trust law.⁷⁰ The court concluded that, under Delaware Trust law, “HMIT’s status as a ‘beneficiary’ of the Claimant Trust is defined by the CTA itself, pure and simple” and that under the terms of the CTA, the holders of Contingent Trust Interests have no rights under the agreement and will not “be deemed ‘Beneficiaries’” under the CTA “‘unless and until’ they vest in accordance with the Plan and the CTA” and that “the court does not have the power to equitably deem HMIT’s Contingent Trust Interest to be vested based on HMIT’s unsupported allegation of wrongdoing on the part of . . . the Claimant Trustee.”⁷¹

Now, as before, the court finds and concludes that under the terms of the CTA and Delaware law, Plaintiffs are not beneficiaries or “beneficial owners” of the Claimant Trust who would be entitled to assert rights under the CTA. The court specifically rejects an argument of Plaintiffs that Delaware trust law does not define “beneficiary,” so the court should ignore the terms of the CTA and look to the definition of “beneficiary” under the Restatement (Third) of Trusts, under which they would be considered “beneficiaries” of the Claimant Trust, albeit a contingent beneficiary, who would be entitled under Delaware law to the relief they are requesting. The Claimant Trust is a Delaware statutory trust governed by the Delaware Statutory Trust Act (the “Trust Act,” Chapter 38 of Title 12 of the Delaware Code), and the Trust Act does define “beneficial owner” and uses that term exclusively to refer to the beneficiaries of a Delaware statutory trust. Specifically, under the Trust Act, a statutory trust’s “beneficial owners” are “any

⁷⁰ Order Denying Leave, 77-78.

⁷¹ *Id.*, 78.

owner[s] of a beneficial interest in a statutory trust, the fact of ownership *to be determined and evidenced . . . in conformity to the applicable provisions of the governing instrument of the statutory trust.*⁷² Thus, the question of whether Plaintiffs are “beneficiaries” of the Claimant Trust is (as the court concluded in the Order Denying Leave to Bring Claims Pertaining to Claims Trading) determined “by the CTA itself, pure and simple.” And, under the terms of the CTA, “Claimant Trust Beneficiaries” is defined to exclude Plaintiffs, who hold Class 10 and 11 unvested, contingent interests in the Claimant Trust, unless and until the GUC Payment Certification has been filed by the Claimant Trust. Until then, Plaintiffs “shall not have any rights under [the CTA]” and will not “be deemed ‘Beneficiaries’ under [the CTA].”⁷³

Plaintiffs ask the court to ignore the plain terms of the CTA and to grant them the relief they have requested on an equitable basis because they “are unable to determine whether their Contingent Claimant Trust Interests may vest into Claimant Trust Interests.”⁷⁴ But, they have not alleged any set of facts that would entitled them to equitable relief either. The court makes the same observation regarding Plaintiffs as it made in its Order Denying Valuation Motion: It appears that Plaintiffs “may be frustrated that they did not negotiate or obtain the same oversight rights as the actual Claimant Trust Beneficiaries in the Plan and CTA.” The Plan with the incorporated CTA was confirmed over three years ago now, and neither of the Plaintiffs objected to or appealed the terms of the Plan or CTA that dictate oversight rights.⁷⁵ The Fifth Circuit, in September 2022,

⁷² 12 Del. C. § 3801(a) (emphasis added).

⁷³ See, e.g., Plan, Art. I.B.44; CTA §§ 1.1(h), 5.1(c).

⁷⁴ Complaint ¶ 83.

⁷⁵ HMIT did not file an objection to confirmation of the Plan and did not appeal the Confirmation Order. Dugaboy filed an objection to confirmation and appealed the Confirmation Order, but did not object to the terms of the CTA that limited oversight and information rights to “Claimant Trust Beneficiaries” and specifically excluded the holders of the unvested, contingent interests in the Claimant Trust – such as Plaintiffs – from having any rights under the CTA unless and until their interests vested. The CTA was filed prior to the confirmation hearing and Plaintiffs and other parties could have objected to the terms of the Plan or CTA; they could have complained then about any lack of transparency, oversight, and information rights they believe existed under the terms of the CTA. They did not.

affirmed the Confirmation Order and the terms of the Plan and its incorporated documents, including the CTA, in all respects other than striking certain exculpations. *NexPoint Advisors, L.P. v. Highland Capital Mgmt., L.P. (In re Highland Capital Mgmt., L.P.)*, 48 F.4th 419 (5th Cir. 2022). As was the case when the court entered its Order Denying Leave to Bring Claims Pertaining to Claims Trading, “[i]t is undisputed that HMIT’s [and Dugaboy’s] Contingent Trust Interest[s] ha[ve] not vested under the terms of the Plan and the CTA, and the court does not have the power to equitably deem HMIT’s [and Dugaboy’s] Contingent Trust Interest[s] to be vested.”⁷⁶ The court did not have that power back in August 2023 (when it entered the Order Denying Leave to Bring Claims Pertaining to Claims Trading), and the court does not have that power now. Equitable relief is not available where, as here, the parties’ rights and obligations at issue are set forth in the Plan and the CTA. *See In re Am. Home Mortg. Holdings, Inc.*, 386 Fed. Appx. 209, 212-13 (3d Cir. 2010) (affirming bankruptcy court’s denial of equitable relief to distributions under trust documents where, among other things, the trust documents controlled distribution of monthly payments, and the Trust Certificate “cannot be rewritten on equitable grounds,” and noting “[i]n interpreting the provisions of the Trust Documents, we apply Delaware law, which instructs that a party is bound by the plain meaning of clear and unequivocal contract terms.”).

Plaintiffs’ make an argument that an implied covenant of good faith and fair dealing under Delaware law necessarily means that the terms of the CTA that govern the parties’ rights, here, including the information rights and rights to an accounting from the Claimant Trustee that Plaintiffs are seeking in Count I, can be overridden here. The court disagrees. Courts will not use the implied covenant of good faith to override the rights and responsibilities that were bargained for in a trust agreement. *See IKB Int’l S.A. v. Wilmington Trust Co.*, 774 F. App’x 719, 727-28 (3d

⁷⁶ Order Denying Leave to Bring Claims Pertaining to Claims Trading, 78.

Cir. 2019)(citing *Homan v. Turoczy*, 2005 WL 2000756 (Del. Ch. Aug. 12, 2005)); *see also Dunlap v. State Farm Fire and Cas. Co.*, 878 A.2d 434, 441 (Del. 2005) (“Existing contract terms control such that implied good faith cannot be used to circumvent the parties’ bargain or to create a free-floating duty unattached to the underlying legal document.”) (cleaned up); *Gilbert v. El Paso Co.*, 575 A.2d 1131, 1143 (Del. 1990) (holding that the “subjective standards [of good faith and fair dealing] cannot override the literal terms of an agreement.”) (citation omitted). Because the terms of the CTA expressly address the Claimant Trustee’s duties to provide, and parties’ rights to receive, information and an accounting with respect to the Claimant Trust, and those duties do not inure to the benefit of the Plaintiffs, who are not Claimant Trust Beneficiaries, the implied covenant of good faith and fair dealing cannot be used by the Plaintiffs or the court to compel the Claimant Trustee to disclose the information or provide the accounting as requested in Count I.

After considering the facts alleged in the Complaint, taken as true, and the facts and record of which the court has taken judicial notice, the court has determined that Plaintiffs cannot prove any set of facts that would entitle them to the relief they seek. Thus, dismissal of their claim for disclosure of additional information and for an accounting in Count I under Rule 12(b)(6) is proper.

2. Count II – Request for Declaratory Relief

In Count II of the Complaint, Plaintiffs seek a declaratory judgment and “determination from the Court of the relative value of the Claimant Trust assets compared to the bankruptcy estate obligations,” but this is only if “Defendants are compelled to provide information about the Claimant Trust assets” – in other words, this Count II request is conditioned on the court granting the equitable relief Plaintiffs seek in Count I.⁷⁷

⁷⁷ Complaint ¶¶ 89-92.

Defendants seek dismissal of Count II under Rule 12(b)(6) for failure to state a claim upon which relief can be granted. Before the court can address Defendants’ Rule 12(b)(6) motion, the court must first determine whether the claim for declaratory relief in Count II is justiciable such that the court has constitutional jurisdiction – subject matter jurisdiction – to consider and rule on the merits of Plaintiffs’ claim.⁷⁸ As noted above,⁷⁹ Plaintiffs’ request for declaratory relief in Count II is clearly predicated on the court first granting the relief requested in Count I: ordering the Defendants to disclose information about the Claimant Trust assets and liabilities (beyond what is contained in the Pro Forma Balance Sheet) and to provide to Plaintiffs a detailed accounting of all transactions involving the Claimant Trust. The court has concluded that Plaintiffs are not entitled to the information and accounting they have requested in Count I and that Count I should, thus, be dismissed under Rule 12(b)(6) for failure to state a claim upon which relief can be granted. Because Plaintiffs’ request for declaratory relief in Count II is predicated on the court granting the relief requested in Count I and the court has denied that relief, Count II has now been rendered moot or, at least, not ripe such that it is not justiciable. *See American Precision Ammunition, L.L.C. v. City of Mineral Wells*, 90 F.4th 820, 827 (2024) (where the Fifth Circuit affirmed the district court’s Rule 12(b)(1) dismissal of a claim to reinstate an agreement as moot, where plaintiff’s claim was predicated on a finding by the district court that the agreement was valid and

⁷⁸ Even though Defendants did not raise the issue of subject matter jurisdiction with respect to Count II, the court has an independent duty to assure itself that it has subject matter jurisdiction over a claim or cause of action before it addresses the merits of the claim under Rule 12(b)(6). *See supra* pp. 18-19; *see also Abraugh v. Altimus*, 26 F.4th 298, 304 (2022) (federal courts have a “constitutional duty . . . to decline subject matter jurisdiction where it does not exist—and that is so whether the parties challenge Article III standing or not.”).

⁷⁹ *See supra* note 26.

enforceable, and the Fifth Circuit agreed with the district court that the agreement was unenforceable).⁸⁰

In summary, the court has determined that Defendants’ request for declaratory relief in Count II is not justiciable and, as such, Count II must be dismissed pursuant to Rule 12(h)(3) for lack of subject matter jurisdiction. Anything this court might conclude with respect to Defendants’ motion to dismiss Count II under Rule 12(b)(6) would be an impermissible advisory opinion, so the court will not address Defendants’ arguments that Count II should be dismissed for failure to state a claim upon which relief can be granted.

3. Count III – Request for Declaratory Relief

In Count III of the Complaint, Plaintiffs seek a declaratory judgment and determination, “[i]n the event that the Court determines that the Claimant Trust assets exceed the obligations of the bankruptcy estate in an amount sufficient so that all Allowable Claims may be indefeasibly paid . . . that the conditions are such that their Contingent Claimant Trust Interests are likely to vest into Claimant Trust Interests, making them Claimant Trust Beneficiaries.”⁸¹

Defendants argue that the court should dismiss Count III under Rule 12(b)(1) for lack of subject matter jurisdiction on the basis that their request for declaratory relief in Count III is not justiciable because it is moot and otherwise seeks an impermissible advisory opinion. Defendants also argue that, if the court determines that it does have subject matter jurisdiction over Plaintiff’s claim for declaratory relief in Count III, Count III should be dismissed pursuant to Rule 12(b)(6) for failure to state a claim upon which relief can be granted, including on the ground that Plaintiffs

⁸⁰ Although Defendants did not argue in their briefing that Count II was not justiciable and so must be dismissed pursuant to Rule 12(b)(1) for lack of subject matter jurisdiction, in so many words, Defendants did argue during oral argument that “Count II must . . . be dismissed because it depends on Highland being ‘compelled to provide information about the Claimant Trust assets.’ . . . So if the Court doesn’t compel Highland, the Court has no ability to make the declaration that’s sought.” Feb. 14, 2024 Hrg. Trans., 17:9-13.

⁸¹ *Id.* ¶¶ 93-95, at 27.

are collaterally estopped from asserting the claim for declaratory relief in Count III. The court agrees with Defendants that Count III is not justiciable and that Count III should be dismissed pursuant to Rule 12(b)(1) for lack of subject matter jurisdiction, and, thus, the court does not have jurisdiction to issue any pronouncement regarding the merits of Plaintiffs' claim for declaratory relief in Count III (and so it will not address Defendants' motion to dismiss pursuant to Rule 12(b)(6) with respect to Count III).

Similar to Plaintiffs' request for declaratory relief in Count II, Plaintiffs' request for declaratory relief in Count III is a contingent request – this one being predicated on the court first granting the declaratory relief in Count II, which, itself, is predicated on the court granting the equitable relief requested in Count I. Because Counts I and II are being dismissed for failure to state a claim and lack of subject matter jurisdiction, respectively, Plaintiffs' claim for declaratory relief in Count III is, thus, rendered not justiciable. That Counts II and III fall, if Count I falls, is inherent in the way Plaintiffs framed their claims and causes of action in the Complaint. Because Plaintiffs are not entitled to the information and accounting they are requesting in Count I, Plaintiffs' claims for declaratory relief in Counts II and III are rendered moot and/or not ripe and, thus, not justiciable. Plaintiffs' request for a declaratory judgment in Count III is not ripe for adjudication for the additional reason that Plaintiffs are asking the court to issue an opinion based on a set of “hypothetical, conjectural, conditional” facts “or based upon the possibility of a factual situation that may never develop” – the “likely” vesting of Plaintiffs' contingent interests in the Claimant Trust, making them Claimant Trust Beneficiaries. This is something federal courts are not permitted to do, even in the context of a request for declaratory relief (as is the case here with

Counts II and III).⁸² The court finds and concludes that Plaintiffs' claim for declaratory relief in Count III is not justiciable and thus must be dismissed pursuant to Rule 12(b)(1) for lack of subject matter jurisdiction.

This being the case, the court, as it must, declines to address the merits of whether Count III should be dismissed under Rule 12(b)(6) for failure to state a claim upon which relief can be granted (including based on Defendants' collateral estoppel argument).

Accordingly,

IT IS ORDERED that Defendants' Motion to Dismiss Count I of the Complaint for lack of subject matter jurisdiction pursuant to Rule 12(b)(1), be, and hereby is, **DENIED**;

IT IS FURTHER ORDERED that Plaintiffs have failed to state a claim upon which relief can be granted in Count I of the Complaint, and thus Count I of the Complaint is **DISMISSED** pursuant to Rule 12(b)(6);

IT IS FURTHER ORDERED that Count II of the Complaint is not justiciable and that, pursuant to Rule 12(b)(1) and Rule 12(h)(3), Count II of the Complaint is **DISMISSED** for lack of subject matter jurisdiction;

IT IS FURTHER ORDERED that Count III of the Complaint is not justiciable and that, pursuant to Rule 12(b)(1), Count III of the Complaint is **DISMISSED** for lack of subject matter jurisdiction.

###End of Memorandum Opinion and Order###

⁸² See *Val-Com Acquisitions*, 434 F. App'x at 395-96; see also *Boyd Veigel*, 575 F. App'x at 396 (quoting *Md. Cas. Co. v. Pac. Coal & Oil Co.*, 312 U.S. 270, 273 (1941)) (where the Fifth Circuit discusses the ripeness doctrine in the context of declaratory judgment actions and states that "the question in each case is whether the facts alleged, under all the circumstances, show that there is a substantial controversy, between parties having adverse legal interests, of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.").

EXHIBIT 10

STINSON LLP

Deborah Deitsch-Perez
Michael P. Aigen
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
Telephone: (214) 560-2201
Facsimile: (214) 560-2203
Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

Counsel for Hunter Mountain Investment Trust

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

<i>In re</i> HIGHLAND CAPITAL MANAGEMENT, L.P., Reorganized Debtor. ¹	§ § § § § § § §	Chapter 11 Case No. 19-34054-sgj11
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**HUNTER MOUNTAIN INVESTMENT TRUST’S SUPPLEMENT
TO RESPONSE TO MOTION TO STAY**

Hunter Mountain Investment Trust submits the following Supplement to Response to Stay in anticipation of the status conference, currently scheduled for June 12, 2024.

On January 1, 2024, Hunter Mountain Investment Trust ("HMIT") filed its Motion for Leave to File a Delaware Complaint [Dkt. No. 4000] (the "Motion for Leave"). HMIT filed the Motion for Leave, seeking permission to file a complaint in Delaware asking the court to remove James Seery as Clamant Trustee as a result of his breach of his fiduciary duties.

¹ The *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P., (As Modified)* [Dkt. No. 1808] ("**Plan**"), filed by Highland Capital Management, L.P. ("**HCMLP**") became effective on August 11, 2021 (the "**Effective Date**").



HCMLP and the Highland Claimant Trust filed a motion ("Motion to Stay") asking the court to indefinitely stay all proceeding in connection with HMIT's Motion for Leave. On January 31, 2024, the court issued an Order Granting in Part Highland's Motion to Stay Contested Matter, in which the court stayed all proceedings until the court issued an order determining The Highland Parties' Motion to Dismiss Complaint to (I) Compel Disclosures About the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiffs' Interests in the Claimant Trust [Adv. Proc. 23-03038-sgj, Dkt. No. 13], and holds a status conference with the parties in connection with the Motion for Leave to consider whether to terminate or extend the stay.

On May 24, 2024, the court issued its opinion on the Motion to Dismiss Complaint and the court scheduled a status conference pursuant to the order for June 12, 2024.

HMIT is filing this supplement to bring additional cases to the court's attention that are relevant to the standing issue. Specifically, attached is Exhibit A is a true and correct copy of the opinion issued by the Delaware Supreme Court in *Morris v. Spectra Energy Partners (DE) GP, LP*, 246 A.3d 121, 136 (Del. 2021).

Morris demonstrates how the Delaware Supreme Court has held that a standing analysis should be more flexible when a defendant controls the facts giving rise to standing. By way of example, although standing to assert derivative claims in the context of mergers typically requires equity ownership, there are exceptions. One of these exceptions includes when “the merger itself is the subject to a fraud claim, perpetrated to deprive shareholders of their standing to bring or maintain a derivative action.” *Morris*, 246 A.3d at 129 (Del. 2021). *Morris* stands for the

proposition that strict adherence to formulaic standing on a motion to dismiss must yield where the defendant's allegedly unfair conduct attempts to destroy standing.²

Similarly, HMIT also submits a true and correct copy of the following case: *Shaev v. Wyly*, 1998 WL 13858, at *4 (Del. Ch. Jan. 6, 1998) (equitable standing allowed to challenge excessive compensation of directors because “to deny standing on these facts would insulate defendants from potential liability for their alleged misdeeds”), as Exhibit B.

² HCMLP is familiar with each of these cases submitted here as they were cited in Appellant's Reply Brief, *Hunter Mountain Investment Trust v. Highland Capital Management, L.P.*, et al., Case No. 3:23-cv-02071-E, Doc. No. 38. <https://www.kccllc.net/hcmlp/document/193405424040400000000001>

Respectfully submitted,

STINSON LLP

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for The Hunter Mountain Investment Trust

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 11, 2024, a true and correct copy of this document was served electronically via the Court's CM/ECF system to the parties registered or otherwise entitled to receive electronic notices in this case.

/s/Deborah Deitsch-Perez

Deborah Deitsch-Perez

EXHIBIT A

HUNTER MOUNTAIN INVESTMENT TRUST'S SUPPLEMENT TO RESPONSE TO MOTION TO STAY



KeyCite Yellow Flag - Negative Treatment

Distinguished by [SDF Funding LLC v. Fry](#), Del.Ch., June 16, 2022

246 A.3d 121

Supreme Court of Delaware.

Paul MORRIS, on behalf of all similarly situated unitholders of Spectra Energy Partners, L.P., Plaintiff Below, Appellant,

v.

SPECTRA ENERGY PARTNERS (DE)

GP, LP, Defendant Below, Appellee.

No. 489, 2019

|

Submitted: October 28, 2020

|

Decided: January 22, 2021

Synopsis

Background: Former minority unitholder of acquired master limited partnership brought class action against general partner, alleging that merger exchange ratio was unfair because general partner agreed to merger that did not reflect material value of his derivative claims. The Court of Chancery, [Sam Glasscock](#), Vice Chancellor, [2019 WL 4751521](#), dismissed the action. Minority unitholder appealed.

Holdings: The Supreme Court, [Seitz](#), C.J., held that:

[1] challenge to fairness of merger itself was preserved for appeal;

[2] arguments about materiality were preserved for appeal; and

[3] derivative claim was material at motion to dismiss stage.

Reversed and remanded.

Procedural Posture(s): On Appeal; Motion to Dismiss for Lack of Standing.

West Headnotes (18)

[1] **Corporations and Business Organizations** Effect of merger, acquisition, reorganization, or dissolution

Corporations and Business Organizations Fairness of transaction

With limited exceptions, a merger extinguishes an equity owner's standing to pursue a derivative claim against the target entity's directors or controller, but the same plaintiff has standing to pursue a post-closing suit if they challenge the validity of the merger itself as unfair because the controller failed to secure the value of a material asset, like derivative claims that pass to the acquirer in the merger.

[2] **Corporations and Business Organizations** Fairness of transaction

To establish standing to pursue a claim challenging a merger because the equity owners are not being fairly compensated for the value of material derivative claims, the plaintiff must allege a viable derivative claim, that is material to the overall transaction, and will not be pursued by the buyer and is not reflected in the merger consideration.

[6 Cases that cite this headnote](#)

[3] **Appeal and Error** Corporations and other organizations

De novo review applies to a Court of Chancery's finding that a plaintiff lacked standing to pursue his post-merger claims challenging the fairness of a merger consideration for failure to recoup some or all of the value of the derivative claims.

[5 Cases that cite this headnote](#)

[4] **Action** Persons entitled to sue

Standing refers to the right of a party to invoke the jurisdiction of a court to enforce a claim or redress a grievance.

3 Cases that cite this headnote

[5] **Action** 🔑 Persons entitled to sue

Constitutional Law 🔑 Advisory Opinions

Standing is required to ensure that the litigation before the tribunal is a “case or controversy” that is appropriate for the exercise of the court's judicial powers; it allows Delaware courts, as a matter of self-restraint, to avoid the rendering of advisory opinions at the behest of parties who are mere intermeddlers.

2 Cases that cite this headnote

[6] **Action** 🔑 Persons entitled to sue

Standing is properly a threshold question that a court may not avoid.

3 Cases that cite this headnote

[7] **Action** 🔑 Persons entitled to sue

If a plaintiff alleges a direct claim, it means that the equity owner has alleged that they have suffered the injury, and will receive the benefit of any recovery; thus, at least at the pleading stage, the plaintiff has met the injury-in-fact requirement and properly invoked the court's jurisdiction to redress an injury.

[8] **Corporations and Business**
Organizations 🔑 Derivative action as distinct from direct or individual action in general

For a derivative action, the equity owner acts in a representative capacity on behalf of an entity; in that representative capacity, the plaintiff steps into the shoes of the entity and asserts the injury on its behalf.

1 Case that cites this headnote

[9] **Corporations and Business**
Organizations 🔑 Effect of merger, acquisition, reorganization, or dissolution

An equity owner does not have standing to pursue derivative claims post-merger except

when the merger itself is the subject to a fraud claim, perpetrated to deprive shareholders of their standing to bring or maintain a derivative action, and when the merger is essentially a reorganization that does not affect the equity owner's relative ownership in the post-merger enterprise.

1 Case that cites this headnote

[10] **Corporations and Business**
Organizations 🔑 Fairness of transaction

Corporations and Business
Organizations 🔑 Good faith and fiduciary duties

To state a direct claim with respect to a merger, a stockholder must challenge the validity of the merger itself, usually by charging the directors with breaches of fiduciary duty resulting in unfair dealing or unfair price.

2 Cases that cite this headnote

[11] **Corporations and Business**
Organizations 🔑 Purchase or Sale of Stock to or from Director, Officer, or Agent

A cause of action for misuse of confidential corporate information, requires a plaintiff to demonstrate that: (1) the corporate fiduciary possessed material, nonpublic company information, and (2) the corporate fiduciary used that information improperly by making trades because she was motivated, in whole or in part, by the substance of that information.

[12] **Appeal and Error** 🔑 Nature or Subject-Matter of Issues or Questions

Challenge to fairness of merger itself was preserved for appeal by former minority unitholder of acquired master limited partnership, in action against general partner, where minority unitholder alleged that former public unitholders were harmed because general partner allowed acquiring business to engineer “roll up” of minority-held units involving merger between limited partnership and acquiring business on terms that were patently unfair

and unreasonable to limited partnership and its public unitholders, and that could not have been approved in good faith by new conflicts committee or general partner's board.

[13] Appeal and Error 🔑 Nature or subject-matter in general

Arguments about materiality were preserved for appeal of dismissal of class action that had been brought by former minority unitholder of acquired master limited partnership alleging that merger exchange ratio was unfair because general partner agreed to merger that did not reflect material value of his derivative claims, since general partner disputed how court should consider litigation risk when assessing materiality by arguing that minority unitholder's chance of prevailing on derivative claims was "toss-up" or "one-in-five" chance.

[14] Partnership 🔑 Persons entitled to sue; standing

Derivative claim was material at motion to dismiss stage, and therefore former minority unitholder of acquired master limited partnership had standing to bring class action alleging that merger exchange ratio was unfair because general partner agreed to merger that did not reflect material value of his derivative claims; even if it was proper to discount \$660 million in damages alleged in complaint to reflect public unitholders' interest in derivative recovery, \$112 million pro rata interest in derivative claim recovery was comparable to public unitholders' 17 percent proportional interest in merger consideration that was valued at \$3.3 billion, i.e., \$112 million had to be compared to \$561 million.

[15] Corporations and Business Organizations 🔑 Fairness of transaction

When the court is faced with a post-merger claim challenging the fairness of a merger based on the defendant's failure to secure value for derivative claims, (1) a court must decide whether the underlying derivative claims were viable; (2)

the derivative claim recovery as pled must be material in relation to the merger consideration, and (3) the court should assess whether the complaint alleges that the acquirer would not assert the underlying derivative claim and did not provide value for it.

12 Cases that cite this headnote

[16] Pretrial Procedure 🔑 Parties, Defects as to Pretrial Procedure 🔑 Construction of pleadings

When assessing standing at the motion to dismiss stage of the proceedings, a court must accept the plaintiff's factual allegations as true and draw all reasonable inferences in his favor; this does not mean that the court is bound by unreasonable, unsupported, or speculative derivative suit damages claims, but if it is reasonably conceivable that the plaintiff could recover the damages claimed in the complaint, the court must accept that allegation as true for purposes of the motion to dismiss for lack of standing.

[17] Corporations and Business Organizations 🔑 Fairness of transaction

If the plaintiff has alleged a viable derivative claim, where it is reasonably conceivable that the claim is material when compared to the merger consideration and could result in the damages pled in the complaint challenging the merger on fairness grounds, the plaintiff has satisfied the materiality requirement at the motion to dismiss stage for standing purposes; a percentage-based risk reduction should not be applied at the pleading stage of the proceedings.

2 Cases that cite this headnote

[18] Action 🔑 Persons entitled to sue

Standing is concerned only with the question of who is entitled to mount a legal challenge and not with the merits of the subject matter in controversy.

1 Case that cites this headnote

*124 Court Below – Court of Chancery of the State of Delaware, Consolidated C.A. No. 2019-0097

Upon appeal from the Court of Chancery. **REVERSED** and **REMANDED**.

Attorneys and Law Firms

Michael J. Barry, Esquire (argued) and Rebecca A. Musarra, Esquire, GRANT & EISENHOFER P.A., Wilmington, Delaware; Peter B. Andrews, Esquire, Craig J. Springer, Esquire, and David M. Sborz, Esquire, ANDREWS & SPRINGER LLC, Wilmington, Delaware; and Jeremy S. Friedman, Esquire, Spencer Oster, Esquire, and David F.E. Tejtel, Esquire, FRIEDMAN OSTER & TEJTEL PLLC, Bedford Hills, New York; Attorneys for Plaintiff-Appellant Paul Morris and all similarly situated unitholders of Spectra Energy Partners, L.P.

Robert S. Saunders, Esquire, Ronald N. Brown, III, Esquire, Ryan M. Linsay, Esquire, SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP, Wilmington, Delaware; Noelle M. Reed, Esquire (argued) and Daniel S. Mayerfeld, Esquire, SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP, Houston, Texas; Attorneys for Defendant-Appellee Spectra Energy Partners (DE) GP, LP.

Before SEITZ, Chief Justice; VALIHURA, VAUGHN, TRAYNOR, and MONTGOMERY-REEVES, Justices, constituting the Court en Banc.

Opinion

SEITZ, Chief Justice:

[1] With limited exceptions, a merger extinguishes an equity owner's standing to pursue a derivative claim against the target entity's directors or controller. But the same plaintiff has standing to pursue a post-closing suit if they challenge the validity of the merger itself as unfair because the controller failed to secure the value of a material asset—like derivative claims that pass to the acquirer in the merger. Given the difficulties of pursuing such claims, not the least of which is proof that the equity owner received an unfair merger price for their ownership interest, the plaintiff might not prevail on the merits, but they have sufficiently alleged a direct claim to survive a motion to dismiss for lack of standing.

After a \$3.3 billion “roll up” of minority-held units involving a merger between Enbridge, Inc. (“Enbridge”) and Spectra Energy Partners L.P. (“SEP”), Paul Morris, a former SEP minority unitholder, lost standing to litigate an alleged \$661 million derivative suit on behalf of SEP against its general partner, Spectra Energy Partners (DE) GP, LP (“SEP GP”). Morris reprised the derivative claim dismissal by filing a new class action complaint that alleged the Enbridge/SEP merger exchange ratio was unfair because SEP GP agreed to a merger *125 that did not reflect the material value of his derivative claims.

The Court of Chancery granted SEP GP's motion to dismiss the new complaint for lack of standing. The court held that, to have standing to bring a post-merger claim, Morris had to allege a viable and material derivative claim that the buyer would not assert and provided no value for in the merger. Focusing on the materiality requirement, the court first discounted the \$661 million recovery to \$112 million to reflect the public unitholders' beneficial interest in the derivative litigation recovery. Then, the court discounted the \$112 million further to \$28 million to reflect what the court estimated was a one in four chance of success in the litigation. After the discounting, the \$28 million—less than 1% of the merger consideration—was immaterial to a \$3.3 billion merger.

On appeal, Morris argues that the court should not have dismissed the plaintiff's direct claims for lack of standing. We agree with Morris and find that, on a motion to dismiss for lack of standing, he has sufficiently pled a direct claim attacking the fairness of the merger itself for SEP GP's failure to secure value for his pending derivative claims. Thus, we reverse the Court of Chancery's judgment and remand for further proceedings.

I.

The plaintiff, Paul Morris, owned common units of SEP, a master limited partnership that traded on the New York Stock Exchange.¹ Enbridge owned 83% of SEP's outstanding units through a series of wholly-owned subsidiaries, including SEP GP.² Spectra Energy Corp (“SE Corp”) was Enbridge's predecessor-in-interest.

Prior to selling to Enbridge, SE Corp agreed to a 50-50 joint venture with Phillips 66 whereby Phillips would contribute

\$1.5 billion and SE Corp would contribute a one-third interest in two long haul natural gas pipelines, implying a \$1.5 billion valuation of the contributed assets. Because SEP owned the assets, the parties proposed a “reverse dropdown” to sell the assets from SEP to SE Corp. To purchase the assets from SEP, SE Corp offered to “(i) surrender 20 million SEP limited partner units to SEP for redemption ... and (ii) waive its right to receive up to \$4 million in incentive distribution rights [] for twelve consecutive quarters ...”³ SEP GP authorized a conflicts committee to evaluate the reverse dropdown.

SEP's limited partnership agreement required the general partner's conflicts committee to act in “subjective good faith.”⁴ According to the complaint's allegations, a financial advisor identified three ways the transaction would provide value to SEP: the redeemed units, the waived distribution rights, and other reduced cash flow due to the loss of assets. Later, however, the adviser included only the first two components as consideration—valued at \$946 million—and issued a fairness opinion. The conflicts committee recommended approval, and SEP GP's board approved the reverse dropdown.

After reviewing SEP's books and records, the plaintiff filed a class action derivative ***126** complaint on behalf of all owners of SEP public units against SEP GP and SE Corp. The complaint alleged that SEP only received \$946 million in the reverse dropdown when SE Corp valued the assets at \$1.5 billion. Morris pleaded three derivative claims, including a claim for breach of the limited partnership agreement's “good faith” obligation in approving the reverse dropdown.⁵ The court dismissed two of the claims for failure to state a claim, but declined to dismiss the breach of the “good faith” obligation claim. The court found, after drawing all reasonable inferences in Morris's favor, that the complaint “made adequate allegations showing that under reasonably conceivable circumstances a facially unreasonable gap in consideration exists sufficient to infer subjective bad faith.”⁶ According to the court, “it was ‘reasonably conceivable that the General Partner acted in subjective bad faith.’ ”⁷ The parties conducted discovery and SEP GP moved for summary judgment. During the litigation, and with the motion summary judgment pending, Enbridge acquired SE Corp in a stock-for-stock merger, becoming SEP GP's ultimate parent and controller of SEP.

In March 2018, SEP's stock price declined by twenty percent in reaction to announcements from the Federal Energy

Regulatory Commission (“FERC”). SEP recognized in its filings with the U.S. Securities and Exchange Commission that “[t]he change in FERC's policy has had a negative impact on the MLP sector” and that SEP “would attempt to mitigate the impact of the policy change.”⁸ In May, Enbridge offered a stock-for-stock exchange to buyout SEP's public unitholders. SEP's public unitholders would receive 1.0123 common shares of Enbridge in exchange for each publicly held common unit of SEP based on the SEP common units' and Enbridge common shares' closing price on the NYSE as of May 16, 2018. SEP closed at a unit price of \$33.10 and Enbridge common shares closed at \$32.70. According to the plaintiff, this was an opportunistic offer to squeeze out the public unitholders due to an artificially depressed trading price. Another three-member SEP GP conflicts committee went to work, two of whom were on the committee that reviewed the reverse dropdown transaction.

Morris's counsel sent a letter to the conflicts committee and told them that the derivative claim was worth more than \$500 million and must be taken into account when negotiating the merger exchange ratio. Counsel also noted that the proposed offer was “woefully inadequate” and “fail[ed] to provide SEP and its public unitholders with any value associated with” the derivative claim.⁹ After Morris's counsel met with the conflicts committee's legal and financial advisors, the conflicts committee ultimately determined that the value of the derivative claim, net of defense costs, “was less than \$0.”¹⁰ The conflicts ***127** committee also found the value of the reverse dropdown to SEP to be about \$1.5 billion after adding back the reduced distributions its advisor previously excluded.

As the parties negotiated the buyout, the conflicts committee decided to give no value to the derivative claim but attributed \$4 million in saved litigation costs. They also agreed to an exchange ratio “whereby Enbridge would acquire all publicly held SEP units at an exchange ratio of 1.111 shares of Enbridge stock for each publicly held unit of SEP.”¹¹ On August 24, 2018, SEP announced a definitive merger agreement with Enbridge and its wholly-owned subsidiaries where Enbridge would acquire all publicly held SEP units at an exchange ratio of 1.111 shares of Enbridge stock for each publicly held unit of SEP. The transaction was not subject to approval by a majority of the minority unitholders. The transaction was approved on December 13, 2018. At that time, Enbridge affiliates held about 83% of the outstanding units. About 39% of publicly held units voted in favor of

the transaction. After the deal closed, the court dismissed the derivative claim by stipulation of the parties.¹²

After another books and records request, Morris filed this class action on February 8, 2019 against SEP GP, as SEP's general partner, for breaching SEP's limited partnership agreement and the implied covenant of good faith and fair dealing. Morris claimed that the conflicts committee and SEP GP's board of directors failed to attribute appropriate value to the pre-merger derivative claim or secure any value for the claim. SEP GP moved to dismiss for lack of standing and failure to state a claim.

[2] The Court of Chancery dismissed Morris's complaint for lack of standing without reaching the arguments for failure to state a claim. The court applied the three-part test from its decision in *In re Primedia, Inc. Shareholders Litigation*.¹³ The *Primedia* test applies to claims challenging a merger because the equity owners are not being fairly compensated for the value of material derivative claims. To establish standing the plaintiff must allege a viable derivative claim, that is material to the overall transaction, and will not be pursued by the buyer and is not reflected in the merger consideration.¹⁴

The court found Morris's derivative claim viable because it had already survived a motion to dismiss.¹⁵ Also, the parties did not dispute that SEP's public unitholders received no value for the derivative claim, Enbridge did not intend to pursue the derivative claims post-merger, and Morris pled damages of \$661 million. But the court dismissed Morris's two direct claims. First, the court discounted the \$661 potential recovery to \$112 million to reflect the public unitholders' proportionate share of the litigation recovery. And second, the court discounted the \$112 million further to about \$28 million to reflect a one-in-four chance of prevailing in the litigation. Finally, the court compared the \$28 million to the \$3.3 billion merger transaction and found it immaterial. Thus, the court granted SEP GP's motion to dismiss for lack of standing without reaching SEP GP's alternative *128 argument that Morris failed to state a claim for relief.

II.

On appeal the parties have focused their attention on the Court of Chancery's application of its *Primedia* decision

to assess standing. To reiterate, under *Primedia's* three-part test, which applies to claims alleging an unfair merger because the price does not reflect the value of derivative claims, the plaintiff must allege a viable derivative claim assessed by a motion to dismiss standard.¹⁶ The plaintiff must also allege that the derivative claim was material to the overall merger transaction, will not be pursued by the buyer, and is not reflected in the merger consideration.¹⁷

According to Morris, the Court of Chancery should not have dismissed his complaint for lack of standing because he pled in detail a direct claim that satisfied the *Primedia* factors. The parties and the court agreed that the derivative claim was viable because it had survived a motion to dismiss. They also agreed that Enbridge would not assert the claim and provided no value for the claim in the exchange ratio. And, as Morris alleged, the \$112 million potential recovery was material to the \$3.3 billion transaction. According to Morris, if the Court of Chancery had accepted his well-pleaded factual allegations as true and drawn all reasonable inferences in his favor, it would not have discounted the potential value of the claim such that it became immaterial to the merger value.

The defendants counter that Morris supposedly did not challenge the fairness of the exchange ratio, undermining the claim that SEP GP did not negotiate fair consideration for the public unitholders' SEP units. For the litigation discount issue, the defendants contend that Morris conceded in the Court of Chancery that the derivative claim should be discounted for litigation risk. The defendants also argue that discounting for litigation risk is consistent with prior cases.¹⁸ And, according to the defendants, the "fraud exception to the continuous ownership rule" is the proper method to assess the plaintiff's standing to assert post-merger claims.¹⁹


[3] We review *de novo* the Court of Chancery's finding that the plaintiff lacked standing to pursue his post-merger claims challenging the fairness of the merger consideration for failure to recoup some or all of the value of the derivative claims.²⁰



A.

[4] [5] [6] The Court of Chancery dismissed Morris's complaint for lack of standing. Standing "refers to the right of a party to invoke the jurisdiction of a court to enforce a

claim or redress a grievance.”²¹ Standing *129 is required to “ensure that the litigation before the tribunal is a ‘case or controversy’ that is appropriate for the exercise of the court’s judicial powers.”²² It allows Delaware courts, “as a matter of self-restraint,” to “avoid the rendering of advisory opinions at the behest of parties who are mere intermeddlers.”²³ “[S]tanding is properly a threshold question that the Court may not avoid.”²⁴






[7] The standing inquiry “has assumed special significance in the area of corporate law.”²⁵ Classifying a claim as either direct or derivative bears directly on standing and is in many ways outcome-determinative in post-merger litigation.²⁶ If a plaintiff alleges a direct claim, it means that the equity owner has alleged that they have suffered the injury, and will receive the benefit of any recovery.²⁷ Thus, at least at the pleading stage, the plaintiff has met the injury-in-fact requirement and properly invoked the court’s jurisdiction to redress an injury.

[8] [9] In contrast, for a derivative action, the equity owner acts in a representative capacity on behalf of an entity. In that representative capacity, the plaintiff steps into the shoes of the entity and asserts the injury on its behalf.²⁸ If the equity holder has successfully jumped over 8 *Del. C. § 327* of the Delaware General Corporation Law, *Court of Chancery Rule 23.1*, and our decisional law hurdles, standing exists to pursue a derivative claim on behalf of the entity.²⁹ But, under  *Lewis v. Anderson*,³⁰ the equity owner no longer has standing to pursue derivative claims post-merger except in two instances—when the merger itself is the subject to a fraud claim, perpetrated to deprive shareholders of their standing to bring or maintain a derivative action; and when the merger is essentially a reorganization that does not affect the equity owner’s relative ownership in the post-merger enterprise.³¹

The Supreme Court and the Court of Chancery are frequently called upon to *130 draw the dividing line between direct and derivative claims following a merger. Our recent decision in  *El Paso Pipeline GP Co., L.L.C. v. Brinckerhoff*³² is particularly relevant here, as it addressed standing following a merger in the context of a master limited partnership. In  *El Paso*, the plaintiff filed derivative claims on behalf of the limited partnership against the general partner claiming that the limited partnership substantially overpaid for the assets in a transaction. While the derivative suits were pending, the limited partnership was acquired in a merger. Although

the Court of Chancery recognized that a merger typically results in the plaintiff losing standing to pursue pending derivative claims, it characterized the plaintiff’s claims as both direct and derivative, circumventing the post-merger standing impediment. The court also held that, even if the plaintiff’s claims were purely derivative, they survived the merger because dismissal would leave the minority equity owners without a remedy for the general partner’s unfair dealing.

On appeal, this Court reversed. First, we noted that standing in corporate cases is a threshold inquiry because it implicates the exercise of the court’s jurisdiction.³³ We observed that derivative standing is a “creature of equity” that allows a court of equity to hear claims by equity owners “to prevent a complete failure of justice on behalf of the corporation.”³⁴ We also viewed standing as a fluid concept, that can change as a result of “a myriad of subsequent legal or factual causes that occur while the litigation is in progress” such as the loss of the plaintiff’s status as an equity holder.³⁵ If standing is lost, “the court lacks the power to adjudicate the matter, and the action will be dismissed as moot unless an exception applies.”³⁶

Second, we held that the plaintiff brought his claims as derivative claims, and his claims remained derivative claims throughout the litigation. Even though the plaintiff’s derivative claims involved a limited partnership, where most rights are governed by agreement rather than fiduciary duties, our Court held that  *Tooley v. Donaldson, Lufkin & Jenrette, Inc.*,³⁷ and its two-part test for drawing a line between direct and derivative claims, applied.³⁸ Under  *Tooley*, the court must answer *131 two questions: “[w]ho suffered the alleged harm—the corporation or the suing stockholder individually,” and “who would receive the benefit of the recovery or other remedy?”³⁹ In  *El Paso*, we found under  *Tooley* that the limited partnership suffered the harm and would benefit from any recovery. Thus, the plaintiff’s claims were purely derivative, and under  *Lewis v. Anderson* the derivative claims passed to the buyer following the merger. The plaintiff no longer had standing to pursue the derivative claims.

Finally, and directly relevant to this appeal, we recognized in *El Paso* that, even though the plaintiff lost standing to pursue derivative claims post-merger, a narrow avenue of relief was still available to the plaintiff—a direct claim challenging the

validity of the merger when the general partner failed to secure the value of material derivative claims in the merger for the minority equity owners:

Under our law, equity holders confronted by a merger in which derivative claims will pass to the buyer have the right to challenge the merger itself as a breach of the duties they are owed. In many cases, it might be difficult to allege that the value they are receiving in the merger is unfair simply as a result of the failure to consider value associated with their derivative suit. But that reality may also suggest that, even according full value to the potential recovery in the derivative suit (rarely a guarantee), the plaintiffs still received fair value in the merger. ... The derivative plaintiff's recourse was to file a money damages challenge to the merger and prove that the failure to accord value to the limited partnership in the merger was somehow violative of his rights.⁴⁰

In reaching this conclusion, we relied on our decision in *Parnes v. Bally Entertainment Corp.*⁴¹ In *Parnes*, the plaintiff alleged that in negotiations between Bally Entertainment Corp. and Hilton Hotels Corp., the CEO's actions—requiring a bribe of “several substantial cash payments and asset transfers” before consenting to a merger—resulted in the stockholders receiving an unfair price.⁴² After the merger closed, the Court of Chancery found the claim derivative and dismissed the complaint for lack of standing. We reversed, finding that the complaint “directly challenges the fairness of the process and the price in the Bally/Hilton merger.”⁴³

We distinguished the direct claim attacking the merger itself from the derivative claim in *Kramer v. Western Pacific Industries*.⁴⁴ In *Kramer*, the plaintiff alleged “wrongful transactions associated with the merger (such as the award of golden parachutes) [that] reduced the

amount paid to [the target's] stockholders,” but “did not allege that the merger *132 price was unfair or that the merger was obtained through unfair dealing.”⁴⁵ Our Court held that the complaint stated only a derivative claim for mismanagement.⁴⁶ Although the plaintiff alleged that wrongful transactions associated with the merger reduced the amount paid to the target's stockholders, “it did not allege that the merger price was unfair or that the merger was obtained through unfair dealing.”⁴⁷ That “such a claim is asserted in the context of a merger does not change its fundamental nature.”⁴⁸

[10] Thus, in *Kramer* what the plaintiff failed to plead was a challenge to the merger itself rather than attack the side benefits secured by some merger participants. After *Parnes*, “to state a direct claim with respect to a merger, a stockholder must challenge the validity of the merger itself, usually by charging the directors with breaches of fiduciary duty resulting in unfair dealing and/or unfair price.”⁴⁹ Finally, in *Parnes* we separated the standing inquiry from whether the complaint states a claim for relief.⁵⁰ After reversing the court on standing, we also reversed the court's conclusion that the complaint failed to state a claim under Rule 12(b)(6) because the complaint alleged sufficient facts of unfairness to overcome business judgment rule review.⁵¹

B.

As noted in *Parnes*, “it is often difficult to determine whether a stockholder is challenging the merger itself, or alleged wrongs associated with the merger”⁵² After *Parnes*, the Court of Chancery was left to fill in the details. It was not an easy assignment. In *Golaine v. Edwards*,⁵³ the plaintiff challenged a \$20 million payment to Kohlberg Kravis Roberts & Co., L.P. (“KKR”) made in connection with a merger between The Gillette Company and Duracell International, Inc. KKR's affiliate, KKR Associates, L.P., owned 34% of Duracell's outstanding common stock. The defendants filed a motion to dismiss and claimed that Golaine's challenge to the \$20 million payment was a derivative rather than direct claim because the plaintiff failed to allege that the merger terms were tainted by the \$20 million fee. In granting the defendants' motion to dismiss,

the court concluded that the fee did not taint the merger negotiation process or the merger terms. Thus, the transaction was not unfair to Duracell's non-KKR stockholders, and the plaintiff failed to state an individual claim. It also held that the complaint failed to plead facts rebutting the business judgment rule's presumptive applicability to the Duracell board's decision to award KKR the fees or plead facts to support a waste claim.

*133 In applying *Parnes*, the court in *Golaine* focused less on standing and more on the merits of a post-merger direct claim, and remarked about how the two inquiries overlap at times:

the derivative-individual distinction as articulated in *Parnes* is revealed as primarily a way of judging whether a plaintiff has stated a claim on the merits. ... *Parnes* can be straightforwardly read as stating the following basic proposition: a target company stockholder cannot state a claim for breach of fiduciary duty in the merger context unless he adequately pleads that the merger terms were tainted by unfair dealing. If the plaintiff cannot meet that pleading standard, then he has simply not stated a claim under Rule 12(b)(6). This merits focus of *Parnes* is, in my view, a more candid approach that places primary emphasis on whether compensable injury to the target stockholders is alleged rather than on whether the target stockholder's complaint has articulated only a waste or mismanagement claim for which there is likely no proper plaintiff on earth.⁵⁴

In *In re Massey Energy Co. Derivative & Class Action Litigation*,⁵⁵ stockholders of a coal mining corporation filed derivative suits against the board and company officers





for lack of oversight and to hold them responsible for the financial harm from a tragic mine disaster. While the derivative suits progressed, Massey's board entered into a merger agreement with another mining company. The plaintiffs sought a preliminary injunction to prevent the merger from closing, claiming that the Massey Board should have negotiated to have the derivative claims transferred into a litigation trust for the benefit of Massey stockholders. According to the plaintiffs, the merger was unfair because it allowed the buyer to acquire Massey without paying fair value for the value of the derivative claims.


While the merger had not yet closed and the court viewed the case through a preliminary injunction lens, the court had to grapple with the value of derivative claims and the loss of standing to pursue them once the merger closed.⁵⁶



First, the court found the *Caremark*⁵⁷ claims against the defendants viable. Second, and fatal to the plaintiffs' preliminary injunction claim, the court found that a best-case successful recovery of \$95 million was immaterial to an \$8.5 billion merger. Thus, given the relative immateriality of the derivative claims, the court was not persuaded on a preliminary injunction record that the merger would likely be found to be economically unfair to the Massey stockholders for failing to capture the value of the derivative claims. Importantly, the court did not couch its ruling on standing grounds. Instead, *134 the court found that the plaintiff had failed to demonstrate a likelihood of success on the merits to earn a preliminary injunction enjoining the merger.

[11] After *Golaine* and *Massey*, the Court of Chancery in *Primedia* gathered the strands of these and other post-*Parnes* cases and knitted them together into a three-part test. In *Primedia*, the plaintiffs filed a derivative action on Primedia Inc.'s behalf and alleged that KKR traded on inside information in a 2002 preferred stock purchase. They sought disgorgement of KKR's profits under *Brophy v. Cities Service Co.*⁵⁸ While they litigated the derivative case, Primedia, Inc. merged with a private equity entity. The plaintiffs then filed a class action suit and alleged that the merger terms were unfair because the Primedia directors failed to obtain any value for the *Brophy* claim. They also argued that the merger conferred a special benefit on KKR because KKR knew any acquirer was unlikely to pursue the *Brophy* claim post-merger. The special benefit, according


to the plaintiffs, required court review of the merger under entire fairness.




Recognizing that the post-merger class action complaint required application of the  *Parnes* decision, on a motion to dismiss the Court of Chancery read  *Parnes* to require first an inquiry into standing, and second, an evaluation of the merits of the claims.⁵⁹ Drawing from the court's  *Golaine* and  *Massey* decisions, the court distilled the standing inquiry into a three-part test:

A plaintiff claiming standing to challenge a merger directly under  *Parnes* because of a board's alleged failure to obtain value for an underlying derivative claim must meet a three part test. First, the plaintiff must plead an underlying derivative claim that has survived a motion to dismiss or otherwise could state a claim on which relief could be granted. Second, the value of the derivative claim must be material in the context of the merger. Third, the complaint challenging the merger must support a pleadings-stage inference that the acquirer would not assert the underlying derivative claim and did not provide value for it.⁶⁰

The Court of Chancery found the  *Brophy* derivative claim viable because it *135 would survive a motion to dismiss. For the materiality requirement, the court found potential recoverable damages of \$190 million plus substantial prejudgment interest, which was material when compared to the \$330 million merger. The court also noted that the amounts were material even if discounted to reflect the minority stockholders' beneficial interest in the litigation recovery. Primedia's minority stockholders owned 42% of its outstanding stock. Their *pro rata* share of the merger consideration was \$133 million. Their *pro rata* share of a \$190 million recovery on the  *Brophy* claim would be \$80 million.


In a parting comment illustrating the materiality of the derivative claims, the court risk-adjusted the potential recovery and found it material in relation to the proceeds the minority would receive in the merger:

Clearly there is risk in the litigation, and to succeed, plaintiffs will have to prove materiality and *scienter*. These challenges, however, are not similar to those that led Chancellor Strine in  *Massey Energy* to discount so heavily the value of the derivative claims. If I assume prevailing on the *Brophy* claim was a toss-up, or even a 1-in-5 proposition, the risk-adjusted, pre-interest recoveries for the minority of \$40 million and \$16 million, respectively, remain material when compared to their \$133 million share of the proceeds from the Merger.⁶¹



After finding that the derivative claims were viable and material, the court also found that the acquirer would not assert the  *Brophy* claim post-merger and provided no value for it in the merger consideration. Turning to whether the plaintiffs stated a claim for relief, the court held that it was reasonably conceivable that KKR received a special benefit in the merger because no acquirer likely would have pursued the  *Brophy* claim post-merger, and the defendants did not extract value for or take steps to preserve the  *Brophy* claim. Thus, the entire fairness standard of review applied to the merger, and the plaintiffs alleged sufficient grounds that the merger was not entirely fair.⁶²

C.

[12] [13] In this appeal the procedural issues do not warrant lengthy discussion. After a review of the record, we are satisfied that Morris preserved for appeal a challenge to the fairness of the merger itself, and SEP GP disputed how the court should consider litigation risk when assessing materiality. Morris alleged that former public unitholders

were harmed because “SEP GP has allowed Enbridge to engineer the Roll-Up Transaction on terms that were patently unfair and unreasonable to SEP and its public unitholders, and that could not have been approved in good faith by the New Conflicts Committee or the SEP GP Board.”⁶³ Specifically, Morris pled that “the New Conflicts Committee and the SEP GP Board utterly failed to attempt to (i) appropriately value the Derivative Claim, or (ii) secure any value for the Derivative Claim in its negotiations concerning the Roll-Up Transaction.”⁶⁴ SEP GP also argued that Morris's chance *136 of prevailing on the derivative claims was a “toss-up” or a “one-in-five” chance, essentially copying the odds from the  *Primedia* decision.⁶⁵ Thus, the parties preserved their appellate arguments about materiality.

[14] The main issue on appeal is whether the Court of Chancery stayed true to the standard of review on a motion to dismiss for lack of standing. In other words, did the court accept as true all reasonable factual allegations in the complaint and consider whether it was reasonably conceivable that Morris asserted a direct claim that could lead to a \$661 million recovery on the derivative claims? After our review of the complaint, we find that the court strayed from the proper standard of review, and Morris had standing to pursue his post-merger complaint.

As discussed earlier, to have standing, the plaintiff must plead a direct claim. Under  *Parnes*, to plead a direct claim, the plaintiff must allege that the merger itself was unfair, “by charging the directors with breaches of fiduciary duty resulting in unfair dealing and/or unfair price.”⁶⁶ When the court is faced with a post-merger claim challenging the fairness of a merger based on the defendant's failure to secure value for derivative claims, we think that the  *Primedia* framework provides a reasonable basis to conduct a pleadings-based analysis to evaluate standing on a motion to dismiss.

[15] First, the court must decide whether the underlying derivative claims were viable, meaning they would survive a motion to dismiss. Meritless derivative claims would have no impact on the merger price. Second, the derivative claim recovery as pled must be material in relation to the merger consideration. An immaterial derivative claim would have little or no impact on the merger price. For example, a \$10 million derivative claim could not reasonably be expected to be material to a \$1 billion merger value. The same derivative

claim would be material to a \$20 million merger. And finally, the court should also assess whether the complaint alleges that the acquirer would not assert the underlying derivative claim and did not provide value for it.⁶⁷

[16] When assessing standing at the motion to dismiss stage of the proceedings, the court must accept the plaintiff's factual allegations as true and draw all reasonable inferences in his favor. This does not mean that the court is bound by unreasonable, unsupported, or speculative derivative suit damages claims. But if it is reasonably conceivable that the plaintiff could recover the damages claimed in the complaint, the court must accept that allegation as true for purposes of the motion to dismiss for lack of standing.

Here, the parties do not dispute the viability of the derivative claim. Morris's derivative claim survived a motion to dismiss.

*137 The parties also did not dispute that SEP GP secured no value for the derivative claim, and Enbridge would not assert the claim post-merger. Regarding materiality, Morris alleged that his derivative claim could lead to a more than \$660 million damages award, including prejudgment interest, which was material when compared to a \$3.3 billion merger.⁶⁸ The court could reasonably infer that if Morris prevailed on his challenge to the reverse dropdown transaction, Morris could recover at least \$660 million.

The court, however, discounted the potential \$660 million recovery to \$112 million to reflect the minority unitholders' 17% beneficial interest in the derivative litigation recovery. The Court of Chancery then reduced the \$112 million further to account for litigation risk because it was still “a litigable question whether Reduced GP Cash Flow represented value to the Partnership in the Reverse Dropdown, which would vindicate the Defendant's approval of the transaction objectively.”⁶⁹ The court also held that even if SEP GP's valuation was incorrect, it would not breach the limited partnership agreement because Morris would still have to prove “the work of the Defendant's advisor, Simmons, on the Reverse Dropdown did not fit in the parameters of Section 7.10(b) of the Second A & R LPA.”⁷⁰ The court observed that Morris would have to demonstrate that “SEP GP did not ‘reasonably believe’ that the valuation of the transaction was within Simmons' competence, negating any ‘safe harbor’ for the Defendant.”⁷¹ Finally, Morris would also “have to demonstrate the Defendant's subjective bad faith to recover damages on behalf of SEP ...”⁷² Taking these difficulties into account, the court concluded:

I find that the chance of success of the Derivative Claim was slim, and certainly less than one-in-four. Twenty-five percent of \$112,370,000 is \$28,092,500. This represents less than one percent of the total value of the Roll-Up. One percent is not material in the context of the Roll-Up. The Plaintiff consequently does not have standing to pursue his claims.⁷³

We see two errors in the court's materiality analysis at the motion to dismiss stage of the proceedings. First, as discussed earlier, the court must accept Morris's factual allegations as true and draw all reasonable inferences in his favor.⁷⁴ In its prior decision the court found that Morris's complaint "made adequate allegations showing that under reasonably conceivable circumstances a facially unreasonable gap in consideration exists sufficient to infer subjective bad faith."⁷⁵ Thus, "it was 'reasonably conceivable that the General Partner acted in subjective bad faith.'"⁷⁶ It was *138 also reasonably conceivable that, had Morris succeeded in the derivative suit challenging the reverse drop down transaction, the recovery could have been at least \$660 million. Applying a further litigation risk discount at the pleading stage was inconsistent with the court's standard of review on a motion to dismiss for lack of standing.

Second, even if it was proper to discount the \$660 million in damages alleged in the complaint to reflect the public unitholders' interest in the derivative recovery, to maintain equivalence, the court should have compared the \$112 million *pro rata* interest in the derivative claim recovery to the public unitholders' proportional interest in the merger consideration. The public unitholders had a 17% interest in SEP. The merger consideration was valued at \$3.3 billion. An apples-to-apples comparison would have compared \$112 million to \$561 million.⁷⁷ Under this calculation, the derivative claim was material at the motion to dismiss stage.

Neither *Massey* nor *Primedia* require a different result. As discussed earlier, in *Massey* the plaintiffs alleged in

their complaint *Caremark* damages equal to the damages that the company suffered from the mining disaster—estimated to be \$900 million to \$1.4 billion. Even though the plaintiffs pled a viable *Caremark* claim, the court refused to equate the value of the *Caremark* claim with the damages suffered from the mine explosion. Unlike here, where Morris is entitled to certain presumptions in his favor, the court made its assessment as part of a preliminary injunction motion, where likelihood of success is one of the requirements. The court properly took into consideration the substantive difficulties confronting the plaintiff in proving and collecting on their *Caremark* claims. On an extensive record before the court, it predicted that the best-case recovery was \$95 million, based not on the full damages caused the company by the mine disaster but on the policy limits for directors' and officers' insurance coverage. The plaintiff did not show a likelihood that it would succeed on its challenge to the fairness of the merger for failing to secure value for a \$95 million derivative claim recovery as part of a \$8.5 billion merger.⁷⁸ Importantly, the court did not apply a percentage reduction based on litigation risk. Instead, on a substantial record, the court gave the plaintiffs the benefit of their realistic, best-case recovery.

Primedia is also distinguishable. The court in *Primedia* found that the plaintiffs' *Brophy* claim was material and did not face the same impediments to recovery as the plaintiffs faced in *Massey*. It was only after the court found that the plaintiffs had a strong and material derivative case that the court concluded its analysis with what can be best characterized as confirmation of its materiality conclusion.

The court stated that even if the *Brophy* claim "was a toss-up, or even a 1-in-5 proposition, the risk-adjusted, pre-interest recoveries for the minority of \$40 million and \$16 million, respectively, remain material when compared to their \$133 million share of the proceeds from the Merger."⁷⁹ As we interpret the court's percentage risk adjustment, *139 it served only as a hypothetical to illustrate the strength and materiality of the plaintiffs' claims even if there were obstacles to recovery.

[17] In any event, on a motion to dismiss for lack of standing, we are not addressing the likelihood of success on a preliminary injunction record. A percentage-based risk reduction should not be applied at this stage of the proceedings. If the plaintiff has alleged a viable derivative

claim, where it is reasonably conceivable that the claim is material when compared to the merger consideration and could result in the damages pled in the complaint, the plaintiff has satisfied the materiality requirement at the motion to dismiss stage for standing purposes. Morris has met this standard and his claims should not be dismissed for lack of standing.

III.











[18] Standing is concerned “only with the question of *who* is entitled to mount a legal challenge and not with the merits of the subject matter in controversy.”⁸⁰ If the court finds that the plaintiff has standing, on the defendant's motion the court should also consider a motion to dismiss for failure to state



a claim. For the first time on appeal, SEP GP has asked us to consider its motion to dismiss for failure to state a claim. Because the record is complex and it is not clear what has been incorporated by reference, we think that the Court of Chancery should consider the motion first. It also might be a better use of the court's scarce resources to consider a motion for summary judgment, after the completion of discovery, rather than a motion to dismiss. But we leave it to the Court of Chancery's discretion. We reverse the Court of Chancery's judgment and remand for further proceedings. Jurisdiction is not retained.

















All Citations

246 A.3d 121




Footnotes





- 1 We take the facts from the complaint and the Court of Chancery's decision.  *Morris v. Spectra Energy Partners (DE) GP, LP*, 2019 WL 4751521 (Del. Ch. Sept. 30, 2019).
- 2 Enbridge owned Spectra Energy Partners GP, LLC, which owned SEP GP.
- 3  *Morris*, 2019 WL 4751521, at *3.
- 4  *Id.* A “good faith” finding requires that “the person acting ‘must believe that the determination or other action is in the best interests of the Partnership.’ ”  *Id.* (citation omitted).
- 5 The plaintiff also pled breach of the implied covenant of good faith and fair dealing against SEP GP and tortious interference with the limited partnership agreement against SEP Corp.
- 6  *Morris*, 2019 WL 4751521, at *5 (quoting *Morris v. Spectra Energy Partners (DE) GP, LP*, 2017 WL 2774559, at *16 (Del. Ch. June 27, 2017)).
- 7  *Id.*
- 8  *Id.* at *6 (alteration in original). Later, however, and “contrary to initial expectations,” “it did not ‘meaningfully limit an MLP's ability to recover an income tax allowance in its cost of service.’ ”  *Id.* at *7. (quoting Compl. ¶ 57). “SEP's public units realized a corresponding increase in market price.”  *Id.*
- 9  *Id.* at *6 (quoting the record).




- 10  *Id.* at *8.
- 11  *Id.* at *9 (citation omitted).
- 12 The Order dismissing the derivative claim “did not preclude the Plaintiff from prosecuting this Action.”  *Id.* at *9.
- 13  67 A.3d 455 (Del. Ch. 2013).
- 14  *Morris*, 2019 WL 4751521, at *11.
- 15  *Id.* at *12 (“ *Primedia* asks whether the claim has ‘survived a motion to dismiss.’ The answer for the Derivative Claim is in the affirmative. That is the end of the viability inquiry.”).
- 16  *Primedia*, 67 A.3d at 477 (“First, the plaintiff must plead an underlying derivative claim that has survived a motion to dismiss or otherwise could state a claim on which relief could be granted.”).
- 17  *Id.*
- 18 As they argue, “the legal principle of whether a court should adjust for risk when valuing a derivative claim does not turn on the nature and degree of that risk. It is either appropriate to risk adjust or it is not.” Answering Br. at 32. And they assert Delaware law supports their position in other contexts. *Id.* at 32–33 (citing  *ONTI, Inc. v. Integra Bank*, 751 A.2d 904 (Del. Ch. 1999);  *Bomarko, Inc. v. Int’l Telecharge, Inc.*, 794 A.2d 1161 (Del. Ch. 1999), *aff’d*, 766 A.2d 437 (Del. 2000)).
- 19 Answering Br. at 35.
- 20  *El Paso Pipeline GP Co., L.L.C. v. Brinckerhoff*, 152 A.3d 1248, 1256 (Del. 2016).
- 21  *Stuart Kingston, Inc. v. Robinson*, 596 A.2d 1378, 1382 (Del. 1991) (citation omitted).
- 22  *Dover Historical Soc’y v. City of Dover Planning Comm’n*, 838 A.2d 1103, 1110 (Del. 2003).
- 23  *Ala. By-Prods. Corp. v. Cede & Co. on Behalf of Shearson Lehman Bros., Inc.*, 657 A.2d 254, 264 (Del. 1995) (quoting  *Stuart Kingston*, 596 A.2d at 1382).
- 24  *Gerber v. EPE Hldgs. LLC*, 2013 WL 209658, at *12 (Del. Ch. Jan. 18, 2013) (“If there is no standing, there is no justiciable substantive controversy.”).
- 25  *Ala. By-Prods.*, 657 A.2d at 264.
- 26 See  *Tooley v. Donaldson, Lufkin & Jenrette, Inc.*, 845 A.2d 1031, 1036 (Del. 2004) (“The decision whether a suit is direct or derivative may be outcome-determinative.”).

- 27  *Parnes v. Bally Entm't Corp.*, 722 A.2d 1243, 1245 (Del. 1999) (“Stockholders may sue on their own behalf (and, in appropriate circumstances, as representatives of a class of stockholders) to seek relief for direct injuries that are independent of any injury to the corporation.”).
- 28  *Id.* (“A derivative claim is one that is brought by a stockholder, on behalf of the corporation, to recover for harms done to the corporation.”).
- 29  *Ala. By-Prods.*, 657 A.2d at 264 (“For example, in order to have standing to initiate a shareholder derivative suit, a plaintiff must have been a shareholder at the time of the challenged transaction, as well as at the commencement of suit. In addition, this Court has held that a plaintiff must also maintain his shareholder status throughout the derivative litigation.”); see also *Urdan v. WR Capital Partners, LLC*, 244 A.3d 668, 678–80 (Del. 2020) (recognizing that a stockholder who is involuntarily forced to sell their stock in a merger maintains the right to assert post-merger direct claims as an exception to the continuous ownership rule).
- 30  477 A.2d 1040 (Del. 1984).
- 31  *Feldman v. Cutaia*, 951 A.2d 727, 731 & n.20 (Del. 2008) (“It is now well established that a plaintiff may avoid dismissal of his derivative claims following a merger in only two distinct circumstances: where the claims asserted are direct, rather than derivative, or where one of the exceptions recognized in  *Lewis v. Anderson* applies.”).
- 32  152 A.3d 1248 (Del. 2016).
- 33  *El Paso*, 152 A.3d at 1256 (“Standing is therefore properly viewed as a threshold issue to ‘ensure that the litigation before the tribunal is a “case or controversy” that is appropriate for the exercise of the court’s judicial powers.’”) (quoting  *Dover Historical Soc’y*, 838 A.2d at 1110).
- 34  *Id.* (quoting *Schoon v. Smith*, 953 A.2d 196, 202, 208 (Del. 2008)).
- 35  *Id.* (quoting *Gen. Motors Corp. v. New Castle Cty.*, 701 A.2d 819, 824 (Del. 1997)). As we recognized in  *Lewis v. Anderson*, with limited exception, “[a] plaintiff who ceases to be a shareholder, whether by reason of a merger or for any other reason, loses standing to continue a derivative suit.”  477 A.2d at 1049; see also  *El Paso*, 152 A.3d at 1265 (“This rule flows from the fact that, following a merger, ‘the derivative claim—originally belonging to the acquired corporation—is transferred to and becomes an asset of the acquiring corporation as a matter of statutory law.’”) (citation omitted).
- 36  *El Paso*, 152 A.3d at 1256–57.
- 37  845 A.2d 1031 (Del. 2004).
- 38  *El Paso*, 152 A.3d at 1260 (“Because Brinckerhoff’s claim sounds in breach of a contractual duty owed to the Partnership, we employ the two-pronged *Tooley* analysis to determine whether the claim ‘to enforce the [Partnership’s] own rights must be asserted derivatively’ or is dual in nature such that it can proceed directly.”) (alteration in original) (quoting *Loral Space & Commc’ns, Inc. v. Highland Crusader Offshore Partners, L.P.*, 977 A.2d 867, 868 (Del. 2009)).

- 39  845 A.2d at 1035. It is worth noting that under  *Tooley*, a claim can—in certain circumstances—be considered a dual-natured claim, *i.e.*, one that is both direct and derivative.  *El Paso*, 152 A.3d at 1262 (“In unique circumstances, this Court has recognized that some claims can be dual-natured—that is, both direct and derivative.”).
- 40  *El Paso*, 152 A.3d at 1251–52.
- 41  722 A.2d 1243 (Del. 1999).
- 42  *Id.* at 1246.
- 43  *Id.* at 1245.
- 44  546 A.2d 348 (Del. 1988).
- 45  *Parnes*, 722 A.2d at 1245.
- 46 See  *Kramer*, 546 A.2d at 353.
- 47  *Parnes*, 722 A.2d at 1245.
- 48  *Id.*
- 49  *Id.*
- 50 See  *id.* at 1246 (“Although we conclude that the *Parnes* complaint directly challenges the Bally merger, it does not necessarily follow that the complaint adequately states a claim for relief.”).
- 51 See  *id.* 1247 (“Using [the pleadings stage] standard, we find that the complaint states a claim challenging the fairness of the Bally/Hilton merger and challenging the Bally directors’ approval of the merger as having lacked a rational basis.”).
- 52  *Id.* at 1245.
- 53  1999 WL 1271882 (Del. Ch. Dec. 21, 1999).
- 54  *Id.* at *7 (footnotes omitted).
- 55  2011 WL 2176479 (Del. Ch. May 31, 2011).
- 56 In  *Massey*, the plaintiffs sought to enjoin the merger or create a litigation trust pre-closing to hold the derivative claims.
- 57  *In re Caremark Int'l. Inc. Deriv. Litig.*, 698 A.2d 959 (Del. Ch. 1996).  *Caremark* claims govern director oversight liability, which require a plaintiff to show that “(a) the directors utterly failed to implement any reporting or information system or controls; or (b) having implemented such a system or controls, consciously



failed to monitor or oversee its operations thus disabling themselves from being informed of risks or problems requiring their attention.”  *Stone ex rel. AmSouth Bancorp. v. Ritter*, 911 A.2d 362, 370 (Del. 2006) (emphasis in original). “Because of the difficulties in proving bad faith director action, a *Caremark* claim is ‘possibly the most difficult theory in corporation law upon which a plaintiff might hope to win a judgment.’ ”  *City of Birmingham Ret. & Relief Sys. v. Good*, 177 A.3d 47, 55 (Del. 2017) (quoting  *In re Caremark*, 698 A.2d at 967).

58  70 A.2d 5 (Del. Ch. 1949).  *Brophy* and its progeny recognize a cause of action for a plaintiff to recover for misuse of confidential corporate information, which requires a plaintiff to demonstrate that “1) the corporate fiduciary possessed material, nonpublic company information; and 2) the corporate fiduciary used that information improperly by making trades because she was motivated, in whole or in part, by the substance of that information.”  *In re Oracle Corp. Deriv. Litig.*, 867 A.2d 904, 934 (Del. Ch. 2004), *aff’d*, 872 A.2d 960 (Del. 2005) (TABLE); see also *Kahn v. Kolberg Kravis Roberts & Co., L.P.*, 23 A.3d 831, 840 (Del. 2011) (“ *Brophy* focused on the public policy of preventing unjust enrichment based on the misuse of confidential corporate information.”).

59  *Primedia*, 67 A.3d at 477 (“As I understand the framework established by  *Parnes*, a plaintiff wishing to assert such a claim must first establish standing to sue. If standing exists, then the plaintiff must still plead a viable claim.”); see also  *In re Straight Path Commc'ns Inc. Consol. S'holder Litig.*, 2018 WL 3120804, at *14 (Del. Ch. June 25, 2018) (“Having held that the Plaintiffs have standing to sue under *Parnes*, I next consider whether the Complaint states viable claims for breach of fiduciary duty.”), *aff’d sub nom. IDT Corp. v. JDS1, LLC*, 206 A.3d 260 (Del. 2019) (TABLE); *In re Ply Gem Indus., Inc. S'holders Litig.*, 2001 WL 755133, at *6 (Del. Ch. June 26, 2001) (“Thus, by putting fairly before the Court the contention that [the plaintiffs] are challenging the fairness of the merger price or the merger process, Plaintiffs can survive the derivative-individual obstacle yet still fail to assert a claim that would allow them to move beyond a Rule 12(b) (6) confrontation.”).


60  *Primedia*, 67 A.3d at 477.

61  *Id.* at 483 (emphasis in original).

62 The Court of Chancery has since followed *Primedia* in the context of post-merger challenges. See  *In re Riverstone Nat'l, Inc. S'holder Litig.*, 2016 WL 4045411, at *8 (Del. Ch. July 28, 2016);  *Houseman v. Sagerman*, 2014 WL 1600724, at *10–13 (Del. Ch. Apr. 16, 2014).

63 App. to Opening Br. at A077 (Compl. ¶ 105).

64  *Id.*

65 See  *id.* at A0122 (Defendant Spectra Energy Partners (DE) GP, LP's Opening Br. in Support of its Mot. to Dismiss the Verified Class Action Compl. at 31 n.12) (“For instance, if the derivative claim were considered a toss-up, a theoretical \$47 million recovery (without interest) would represent just 1.4% of the \$3.3 billion merger consideration. If instead the claim had a one-in-five shot, the potential recovery of \$19 million (without interest) for the unaffiliated unitholders would be just 0.57% of the total merger value.”).


















- 66  *Parnes*, 722 A.2d at 1245.
- 67  *Primedia*, 67 A.3d at 483. The rationale for this prong is that “[w]ithout such allegations and the resulting inferences, the merger consideration logically would incorporate value for the litigation, and the merger would not have harmed the sell-side stockholders.”  *Id.*
- 68 App. to Opening Br. at A0023 (Compl. ¶ 1 & n.3) (describing the derivative claim that survived the motion to dismiss as “potentially worth more than \$660 million to SEP (and more than \$110 million to SEP’s public unitholders)”).
- 69  *Morris*, 2019 WL 4751521, at *13.
- 70  *Id.*
- 71  *Id.*
- 72  *Id.* at *14.
- 73  *Id.* (footnotes omitted).
- 74 See  *Parnes*, 722 A.2d at 1247 (finding that, after taking all pleaded facts as true and drawing reasonable inferences in the plaintiff’s favor, the plaintiff’s claim was direct and withstood dismissal);  *Primedia*, 67 A.3d at 479 (“Assuming these allegations are true, as I must at this procedural stage,”).
- 75  *Morris*, 2019 WL 4751521, at *5 (quoting *Morris v. Spectra Energy Partners (DE) GP, LP*, 2017 WL 2774559, *16 (Del. Ch. June 27, 2017)).
- 76  *Id.*
- 77 See  *Primedia*, 67 A.3d at 482–83 (after finding the \$190 million  *Brophy* claim material to the \$316 million merger, the court also discounted the  *Brophy* claim’s recovery to \$80 million to reflect the stockholders’ beneficial interest in the litigation recovery and compared it to the stockholders’ \$133 million *pro rata* share of the merger consideration).
- 78  *In re Massey Energy Co.*, 2011 WL 2176479, at *28–29.
- 79  *Primedia*, 67 A.3d at 483.
- 80  *Dover Historical Soc’y*, 838 A.2d at 1110 (emphasis in original) (quoting  *Stuart Kingston*, 596 A.2d at 1382).

EXHIBIT B

HUNTER MOUNTAIN INVESTMENT TRUST'S SUPPLEMENT TO RESPONSE TO MOTION TO STAY



KeyCite Yellow Flag - Negative Treatment

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June 28, 2004

1998 WL 13858

Only the Westlaw citation is currently available.

UNPUBLISHED OPINION. CHECK
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Court of Chancery of Delaware.

SHAEV

v.

WYLY

No. 15559-NC.

|

Jan. 6, 1998.

Attorneys and Law Firms

[Norman M. Monhait](#), Rosenthal, Monhait, Gross & Goddess,
P.A., Wilmington, DE.

[R. Franklin Balotti](#), Richards, Layton & Finger, Wilmington,
DE.

Opinion

[STEELE](#), Vice Chancellor.

*1 On defendants' Motion for Summary Judgment, I find that where plaintiff: (1) currently owns shares in two independent corporations that used to stand in a parent/wholly-owned subsidiary relationship and (2) once had legal standing as a shareholder of the parent to bring a double derivative action on behalf of the former subsidiary for its directors' alleged breach of fiduciary duty but (3) lost that legal standing when the parent "spun-off" the subsidiary, plaintiff nonetheless has equitable standing to bring a derivative action on behalf of the former subsidiary to recover for the alleged breach of fiduciary duty, even though the challenged actions occurred before plaintiff could have owned shares in the subsidiary.

Facts

Plaintiff, David B. Shaev, brings this derivative action on behalf of Sterling Commerce, Inc. ("Commerce"). Commerce was formed in December of 1995 as a wholly-owned subsidiary of Sterling Software, Inc. ("Software"). Plaintiff has owned shares of Software for several years, but he first became a shareholder of Commerce on September 30, 1996, as the result of a spin-off in which he received shares of Commerce as a dividend.

On February 12, 1996, several months before the spin-off, Commerce's directors, Sam Wyly, Charles J. Wyly, Evan A. Wyly, Sterling L. Williams, Warner C. Blow, Honor R. Hill and Robert E. Cook (collectively "defendants"),¹ granted themselves options on 9,000,000 shares of Commerce stock, exercisable at \$24 per share.² Software's directors, at least four of whom were also directors of Commerce, approved the option plan on the same day. Software announced its approval of the option plan to its shareholders in a prospectus dated March 8, 1996. Software sold 18.4% of its Commerce shares in a public offering on March 13, 1996, and it divested itself of the remaining 81.6% in the spin-off.

Plaintiff alleges that the options, which may extract from Commerce between \$139 million and \$245 million, constitute excessive compensation to defendants. Plaintiff concedes that because he was a Software shareholder on March 8, 1996, he could have challenged the option plan at that time by filing a double derivative suit on Commerce's behalf. Once the Commerce spin-off was complete, and Software was no longer Commerce's parent, however, plaintiff lost his legal standing to bring a double derivative action on Commerce's behalf. Thus, on February 20, 1997, plaintiff filed suit derivatively on Commerce's behalf, alleging that defendants, "most of [whom] have two or three other full-time jobs ... as their primary occupations" and "cannot reasonably be expected to devote full time attention and service to the business of Commerce,"³ breached their fiduciary duty of loyalty by granting themselves excessive compensation in a self-interested transaction. Plaintiff seeks, *inter alia*, rescission of the option plan.

Defendants filed a Motion for Summary Judgment, arguing that because the board enacted the option plan when Commerce was a wholly-owned subsidiary of Software, they owed fiduciary duties solely to Software and its shareholders. Although plaintiff held Software shares at the time the options were granted, he did not bring suit in his capacity as a Software shareholder, double derivatively. Defendants contend that they owed plaintiff no fiduciary duty as a

“prospective” shareholder of Commerce and that plaintiff lacks standing to sue as a current shareholder of Commerce, because he does not satisfy the contemporaneous ownership requirement of 8 *Del. C.* § 327.

Discussion

*2 A motion for summary judgment may be granted when no genuine issue of material fact is in dispute, and the moving party is entitled to judgment as a matter of law.⁴ It is undisputed that at the time the option plan was created, Commerce was a wholly-owned subsidiary of Software. Defendants contend that under *Anadarko Petroleum Corp. v. Panhandle Eastern Corp.*,⁵ “[t]he directors of a wholly owned subsidiary cannot be held liable to post-spin stockholders for actions taken by those directors prior to the spin-off.”⁶ Defendants argue that *Anadarko* is directly on point and mandates that summary judgment be granted in their favor.

A brief discussion of *Anadarko*'s facts will reveal that the case is not on all fours with the instant case. In *Anadarko*, the Supreme Court addressed “whether a corporate parent and directors of a wholly-owned subsidiary owe fiduciary duties to the prospective stockholders of the subsidiary *after* the parent declares its intention to spin-off the subsidiary.”⁷ On August 20, 1986, Panhandle, the parent corporation of Anadarko, announced that on October 1, 1986, it would “distribut[e] one share of Anadarko common stock for each issued and outstanding share of Panhandle stock held of record on September 12, 1986.”⁸ To increase the value of the spin-off, representatives of the two corporations applied, successfully, to the New York Stock Exchange to create a market in Anadarko stock before the date of distribution. Approximately three million Anadarko shares were traded on a when-issued basis, reflecting the value of Anadarko as an independent entity, before the dividend distribution date.⁹ On September 30, 1996, one day before the distribution date, Anadarko's board, by a 3-2 vote, agreed to modify existing contracts between Panhandle and Anadarko in a manner that was favorable to Panhandle and unfavorable to Anadarko.

Anadarko sued Panhandle and the three former Anadarko directors who had approved the contract modifications. On appeal, Anadarko argued that the contracts were voidable because they were “unfair and were approved in violation of fiduciary duties owed to the prospective stockholders of

Anadarko.”¹⁰ The Supreme Court began its analysis by stating two settled rules of law: (1) “a parent does not owe a fiduciary duty to its wholly[[]-]owned subsidiary,”¹¹ and (2) “in a parent and wholly-owned subsidiary context, the directors of the subsidiary are obligated only to manage the affairs of the subsidiary in the best interests of the parent and its shareholders.”¹² Anadarko argued, *inter alia*, that the case at bar presented an exception to these general rules because “by setting a record date for the dividend distribution and by establishing a market for Anadarko shares to be traded on a when-issued basis,” Panhandle created a class of beneficial owners of Anadarko stock to whom it and the Anadarko directors owed fiduciary duties.¹³ The Supreme Court disagreed and held that even under the unique circumstances presented, no fiduciary duties were owed to the prospective Anadarko shareholders before the date of distribution.

*3 *Anadarko* is not controlling in the present case. Software did nothing between the announcement of the spin-off and the distribution date that could arguably suggest it created fiduciary duties where there otherwise were none, and plaintiff does not claim that Commerce's directors owed him a duty as a prospective Commerce shareholder. Unlike *Anadarko*, the spin-off in the present action had not been announced, and may not even have been contemplated, at the time the events now challenged as a breach of fiduciary duty took place. While the general fiduciary duty rules of parents and wholly-owned subsidiaries stated in *Anadarko* apply, the distinct scenario addressed in *Anadarko* is not in issue here. At the time the option plan was enacted, Commerce owed fiduciary duties only to Software and Software's shareholders. That is why, as both parties concede, plaintiff could have filed a double derivative action on Commerce's behalf between March 8 and September 30. Plaintiff never instituted such an action, however. Instead, plaintiff filed a derivative action as a current Commerce shareholder.

This brings us to defendants' second argument. It is undisputed that the option plan was enacted on February 12, 1996, but that plaintiff did not become a Commerce shareholder until September 30, 1996. Thus, defendants contend that plaintiff lacks standing to bring this derivative action, and this Court must grant defendants' Motion for Summary Judgment as a matter of law, because plaintiff was not a Commerce shareholder at the time of the alleged wrong. 8 *Del. C.* § 327 states:

In any derivative suit instituted by a stockholder of a corporation, it shall be averred in the complaint that the plaintiff was a stockholder of the corporation at the time of the transaction of which he complains or that his stock devolved upon him by operation of law.

Plaintiff argues that this presents a catch-22; he alleges that he can make out a case of corporate wrongdoing but, because of the strict application of some technical legal rules, he can sue neither derivatively nor double derivatively, and the alleged wrongdoers are insulated from suit. Plaintiff contends that a court of equity cannot sanction such a result. Indeed, this Court stated as much in *Helpand v. Gambee*.¹⁴

The plaintiff in *Helpand* owned shares in Twentieth Century Fox Film Corporation (“Fox of N.Y.”). Fox of N.Y. produced and distributed films and, through its wholly-owned subsidiary, National Theaters Corp. (“NTC”), owned and operated movie theatres. In 1951, pursuant to an antitrust consent decree, Fox of N.Y. began a reorganization to separate its film production and distribution assets from its theatre assets. The result of the reorganization, in simplified terms, was that Fox of N.Y. and NTC were dissolved and replaced by two new corporations, respectively, Fox of Delaware and National Theatres, Inc. (“NTI”). The former shareholders of Fox of N.Y., including the plaintiff, held two shares of stock for each share of Fox of N.Y. they had owned, one in Fox of Delaware and one in NTI. The shares in Fox of Delaware represented the shareholders’ interest in Fox’s film production and distribution business, and the shares in NTI represented the shareholders’ interest in Fox’s theatre business.

*4 The plaintiff later filed a derivative action on behalf of NTI seeking an accounting by its directors, who had also been directors of NTC, for their activities both before and after the reorganization. The director defendants moved to dismiss portions of the complaint on the grounds that, under section 327, the plaintiff had no standing to sue for alleged wrongdoing that occurred before she became a shareholder of NTI. It should be noted, although the *Helpand* Court did not, that before September of 1952, the plaintiff could have filed a double derivative action on behalf of NTC.

This Court allowed the plaintiff to pursue her derivative action, despite the language of section 327 and the fact that the plaintiff had voted in favor the reorganization. The Court found that the purpose of section 327, to prevent the purchasing of shares for the purpose of bringing a derivative action to recover for wrongdoing antedating the purchase, would not be served by preventing the plaintiff’s suit because she was not such a purchaser.¹⁵ The Court also noted that section 327 was not enacted “to prevent the correction of corporate wrongdoing.”¹⁶ Furthermore, the plaintiff had owned shares in Fox of N.Y. since 1941. Thus, the Court stated: “the fact that she holds two pieces of paper instead of one as evidence of her 1941 investment in Fox of New York should not ... foreclose her from complaining of acts antedating the incorporation of [NTI] when such corporation is in effect a successor to Fox of New York.”¹⁷

This case is analogous to *Helpand*. Plaintiff here did not purchase shares in Commerce to bring suit for actions taken before he was a shareholder. Like the plaintiff in *Helpand*, plaintiff here “was not a direct party to a transaction which made [him] a stockholder de novo.”¹⁸ Rather, plaintiff has owned shares in Software for several years, and he became a shareholder in Commerce only because Software declared the stock dividend. Thus, the sole aim of section 327 would not be served by denying plaintiff standing to sue.¹⁹ To the contrary, to deny standing on these facts would insulate defendants from potential liability for their alleged misdeeds.

Defendants argue that *Helpand* is no longer good law, having been implicitly overruled by *Anadarko*. Again, I believe defendants’ interpretation of *Anadarko* misses the mark. The contemporaneous ownership requirement of section 327 was not implicated in *Anadarko* because the former subsidiary corporation brought suit on its own behalf; no shareholder sued derivatively. *Anadarko*’s holding, that under the circumstances of that case, the parent corporation did not assume fiduciary duties with respect to a class of prospective shareholders the parent created by its own actions, has no applicability to the present case, where plaintiff seeks relief for alleged wrongs that occurred when plaintiff could not have been a prospective shareholder because the impending spin-off had not been announced and may not even have been contemplated.

Conclusion

*5 Plaintiff, as a Software shareholder, had the right to bring a double derivative action on behalf of Commerce for a period of months. Why he did not do so is unclear. I decide only that Software's decision to divest itself of its entire interest in Commerce cannot, as a matter of law, deprive plaintiff of standing to bring a derivative action on behalf of Commerce,





even where the challenged actions occurred before plaintiff owned shares in Commerce.

IT IS SO ORDERED.


All Citations

Not Reported in A.2d, 1998 WL 13858

Footnotes

- 1 Sterling Commerce, Inc., is a nominal defendant.
- 2 Honor R. Hill and Robert E. Cook did not vote in the original option grant; rather, they received their options automatically upon their election to Commerce's Board of Directors, on March 4, 1996. The right to receive the automatic options was established by the other five individual defendants, on February 12, 1996.
- 3 Complaint at para. 17.
- 4 See, e.g., **Berdel, Inc. v. Berman Real Estate Mgmt. Inc.**, Del.Ch., C.A. No. 13579, Jacobs, V.C., (Dec. 15, 1997), Mem.Op. at 2.
- 5 Del.Supr.,  545 A.2d 1171 (1988).
- 6 Defendants' Reply Brief in Support of Motion for Summary Judgment at 1.
- 7  **Anadarko**, 545 A.2d at 1172. (Emphasis added)
- 8  **Id.** at 1173.
- 9 **Id.** Trading also commenced on an “ex-distribution” basis, reflecting only the value of Panhandle, and continued to be traded the “regular way,” reflecting the combined value of both corporations. **Id.**
- 10 **Id.**
- 11 **Id.** at 1174. (Citations omitted)
- 12 **Id.**
- 13 **Id.**
- 14 Del.Ch.,  136 A.2d 558 (1957).
- 15 **Id.** at 562.
- 16 **Id.** at 561.
- 17 **Id.** at 562.

18 *Id.*

19 The sole purpose of [section 327](#) is “to prevent what has been considered an evil, namely, the purchasing of shares in order to maintain a derivative action designed to attack a transaction which occurred prior to the purchase of the stock.”  [Rosenthal v. Burry Biscuit Corp.](#), Del.Ch., 60 A.2d 106, 111 (1948).

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EXHIBIT 11

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

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)	Case No. 19-34054-sgj-11
In Re:)	Chapter 11
)	
HIGHLAND CAPITAL)	Dallas, Texas
MANAGEMENT, L.P.,)	June 12, 2024
	)	10:00 a.m. Docket
Reorganized Debtor.)	
	)	STATUS CONFERENCE RE:
	)	HIGHLAND'S MOTION TO STAY
	)	CONTESTED MATTER
)	

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE STACEY G.C. JERNIGAN,
UNITED STATES BANKRUPTCY JUDGE.

APPEARANCES:

For the Reorganized Debtor:		John A. Morris PACHULSKI STANG ZIEHL & JONES, LLP 780 Third Avenue, 34th Floor New York, NY 10017-2024 (212) 561-7760
For James P. Seery, Jr.:		Mark Stancil Joshua Seth Levy WILLKIE FARR & GALLAGHER, LLP 1875 K Street, NW Washington, DC 20006 (202) 303-1147
For Hunter Mountain Investment Trust, The Dugaboy Investment Trust:		Deborah Rose Deitsch-Perez Michael P. Aigen STINSON, LLP 2200 Ross Avenue, Suite 2900 Dallas, TX 75201 (214) 560-2201
Recorded by:		Michael F. Edmond, Sr. UNITED STATES BANKRUPTCY COURT 1100 Commerce Street, 12th Floor Dallas, TX 75242 (214) 753-2062

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Transcribed by:

Kathy Rehling
311 Paradise Cove
Shady Shores, TX 76208
(972) 786-3063

Proceedings recorded by electronic sound recording;
transcript produced by transcription service.

1 DALLAS, TEXAS - JUNE 12, 2024 - 10:04 A.M.

2 THE CLERK: All rise.

3 THE COURT: Please be seated. We will now begin a
4 status conference we have set in Highland Capital, Case No.
5 19-34054. This pertains to an order staying a contested
6 matter that was initiated by Hunter Mountain Investment Trust.

7 All right. So let's get our lawyer appearances. We'll
8 ask for Hunter Mountain, your appearance, please?

9 MS. DEITSCH-PEREZ: Good morning, Your Honor. This
10 is Deborah Deitsch-Perez from Stinson for Hunter Mountain.
11 Mr. Aigen is also on the line, I see, and he may assist me by
12 pulling up a PowerPoint.

13 THE COURT: All right. I'm not sure why we're going
14 to need a PowerPoint, but things are complex, shall we say, in
15 this case as a general matter.

16 MS. DEITSCH-PEREZ: A short one.

17 THE COURT: So we will see what that's going to be
18 about.

19 All right. For the Debtor, who do we have appearing?

20 MR. MORRIS: Good morning, Your Honor. It's John
21 Morris from Pachulski Stang Ziehl & Jones on behalf of
22 Highland Capital Management, LP.

23 THE COURT: Okay. I should say Reorganized Debtor,
24 not Debtor. We're a few years down the road.

25 All right. Do we have other lawyers who want to appear

1 today?

2 MR. STANCIL: Your Honor, this is Mark Stancil from
3 Willkie Farr & Gallagher. I'm joined by my colleague, Josh
4 Levy. We represent Mr. Seery.

5 THE COURT: All right. Thank you.

6 Would that be all of our lawyer appearances, I presume?

7 All right. Well, let's be clear about why we are here.
8 And I'm sure the lawyers will correct me if I'm wrong. There
9 was a motion filed, I don't know, I would say January-ish of
10 this year by Hunter Mountain Trust -- I'll call it a
11 Gatekeeper Motion -- where Hunter Mountain was wanting leave
12 of this Court to file a lawsuit in the Delaware Chancery Court
13 against Mr. Seery regarding his role as the Claimant Trust
14 Trustee. And we had a hearing January 25th, and the Court
15 indicated it would stay the motion because I had -- I think
16 that was when I had under advisement, maybe I'd just taken
17 under advisement a Hunter Mountain motion for leave to file --
18 to go forward with another type of suit involving -- I think
19 it was the Valuation Suit.

20 MS. DEITSCH-PEREZ: Your Honor? Your Honor?

21 THE COURT: Okay. So, anyway, I know I stayed the
22 motion for leave to go forward in Delaware Chancery Court.
23 Ms. Deitsch-Perez, what were you wanting to say?

24 MS. DEITSCH-PEREZ: I was going to say I believe Your
25 Honor stayed the case awaiting your hearing and decision of

1 the motion to dismiss the valuation complaint.

2 MR. MORRIS: Correct.

3 THE COURT: All right. So, and I did go back and
4 look at my order a few days ago, and I said we'd have a status
5 conference after I ruled on that, right? So that's why we're
6 here?

7 MR. MORRIS: Yes.

8 MS. DEITSCH-PEREZ: I think so. What Your Honor said
9 was that you thought it was possible that your decision in the
10 valuation case might bear on the motion to stay -- on the
11 motion for leave, and so you stayed the matter, said we would
12 have a status conference after it was decided. After it was
13 decided, we called Ms. Ellison and asked for a status
14 conference so that we could address whether or not the
15 dismissal of the valuation complaint had any bearing on this
16 matter.

17 In a nutshell, the Court dismissed the valuation complaint
18 on the ground that the Plaintiffs had no standing to seek the
19 valuation because the conditions in the CTA had not been met.
20 Putting aside whether the parties believe that was correct --
21 it is being appealed -- the motion for leave is materially
22 different and cannot and should not be decided on the same
23 basis. And that's what we're here to discuss today.

24 THE COURT: All right. So we're here on the status
25 conference because I ruled we would have a status conference

1 down the road to look at whether should we continue to stay
2 the Hunter Mountain motion for leave to go forward in the
3 Delaware Chancery Court.

4 So we're here pursuant to my prior order. And your
5 client, Hunter Mountain, is arguing this is materially
6 different, and so I can't figure out for the life of me why
7 this is materially different. I'm just going to share my
8 thinking right now. I have ruled three times now, right, that
9 Hunter Mountain doesn't have standing. And I --

10 MS. DEITSCH-PEREZ: Your Honor, I --

11 THE COURT: And if it didn't have standing Time 1, 2,
12 and 3, why on earth would it have standing now?

13 MS. DEITSCH-PEREZ: Your Honor, I'm prepared to
14 explain why it's different. But if Your Honor has already
15 decided on the basis of what you already have before you that
16 Hunter Mountain has no standing, even though, here, the
17 allegations concern -- are that Mr. Seery is deliberately
18 manipulating the estate to maintain his tenure at his
19 \$150,000-a-month job by not paying creditors and refusing to
20 issue the certification. And that allegation, and the fact
21 that the law requires that this be decided by a Delaware
22 court, if those things are not enough for Your Honor to
23 believe that this matter is different and should be decided
24 differently, then we would ask that you simply rule that
25 Hunter Mountain has no standing and is not entitled to have a

1 Delaware court make the decision of the matters at issue in
2 the motion for leave, and we would take it up at the same time
3 as the valuation motion, so that the issue that Your Honor was
4 concerned about --

5 THE COURT: What do you mean, you would take it up at
6 the same time as the valuation motion?

7 MS. DEITSCH-PEREZ: In other words, if Your Honor
8 were to rule right now, as you've indicated, that you believe
9 that --

10 THE COURT: Right. You would appeal, and then what?
11 What do you mean?

12 MS. DEITSCH-PEREZ: If I could finish, Your Honor.
13 If Your Honor ruled that Hunter Mountain has no standing to
14 seek leave to sue Mr. Seery in Delaware court and that the CTA
15 overrides Delaware law if Delaware law --

16 THE COURT: Got it, got it, got it.

17 MS. DEITSCH-PEREZ: Right? Okay. If Your Honor were
18 to rule that and deny the motion for leave, we would appeal
19 that at the same time -- on the same timeline as the appeal of
20 the valuation decision. And then Your Honor's concern about
21 potentially conflicting rulings would not exist. We would
22 consent to the same court hearing both so that we --

23 THE COURT: What makes you think a district judge
24 would consolidate these two appeals? Or I guess it would be
25 three appeals.

1 MS. DEITSCH-PEREZ: We have no control over that, but
2 we would consent to it. The Debtor has expressed a concern
3 about inconsistent rulings, and so if both parties sought for
4 them to be -- the matters to be heard by the same judge --
5 we've done that in the past with all the -- with the reports
6 and recommendations arising out of the withdrawal of the
7 reference -- in every instance where the parties have
8 requested the same judge to hear appeals from this Court, the
9 District Court has agreed.

10 So while I certainly don't presume to control the District
11 Court, we have good evidence that they would do so. And that
12 would be the most efficient. It would minimize the chances of
13 inconsistent rulings.

14 THE COURT: Okay. I'm going to hear your PowerPoint
15 and see if there's something I'm missing, but this is really
16 -- you said extremely different, or words to that effect. But
17 I'm going to tell you right now, I would not -- to all the
18 lawyers -- I would not be presumptuous and think that some
19 district judge, let's say the one who has the current Hunter
20 Mountain appeals, I don't know if it's one judge or two, is
21 going to say, sure, we'll consolidate.

22 I mean, that's just not the way they work. Maybe you got
23 lucky. Probably it was the Note Litigation, okay, where it
24 made a ton of sense to consolidate that. But let me just be
25 blunt. Bankruptcy is not their priority. The Constitution

1 requires that criminal matters be their priority. They're
2 just, you know, they're not going to --

3 MS. DEITSCH-PEREZ: Your Honor, all we can do is ask.

4 THE COURT: They don't see the world the way we
5 bankruptcy nerds see the world. Okay? That's just my
6 experience. And I don't expect them to.

7 But, anyway, I -- who, by the way, has the Hunter Mountain
8 appeals? Do we have that handy? I'm just curious.

9 MS. DEITSCH-PEREZ: I don't --

10 THE COURT: Judge Ada Brown? Does she have all of
11 them, or just --

12 MR. MORRIS: She does. She has the main appeal of
13 the order denying the motion for leave to sue Mr. Seery,
14 Stonehill, and Farallon, the one that was the subject of the
15 evidentiary hearing last June. She does have that matter
16 right now.

17 THE COURT: And right now, do we have a judge
18 assigned to the more recent order denying --

19 MS. DEITSCH-PEREZ: That was just --

20 THE COURT: -- Hunter Mountain leave?

21 MR. MORRIS: Not that I know of.

22 MS. DEITSCH-PEREZ: That was --

23 MR. MORRIS: That notice of appeal was just filed, I
24 think, on June 7th, and I don't know if that's been assigned
25 yet.

1 THE COURT: My law clerk over here is saying no.
2 You're correct; there's no judge assigned to that. So we, you
3 know, we --

4 MS. DEITSCH-PEREZ: So it is possible, then, that we
5 could ask Judge Brown to hear all three. That's a
6 possibility.

7 MR. MORRIS: May I be heard at some point, Your
8 Honor?

9 THE COURT: Well, absolutely. Absolutely. But I am
10 just, I'm focusing on procedure at the moment. And we'll let
11 you explain why you think this is different, but surely you
12 know where my brain is.

13 I've ruled three times now that Hunter Mountain does not
14 have standing under the terms of the plan and under Delaware
15 law. And three times, we have written lengthy opinions on
16 that. And my impression, after sitting here 18 years, is the
17 District Court is going to be very irritated with me and
18 everyone else if I rule yet a fourth time on this and there is
19 an appeal sent their way. Consolidation or no consolidation,
20 at some point judicial economy and efficiency of the parties
21 rears its head.

22 I mean, why wouldn't I stay this further and see how Judge
23 Brown rules in the other matter? Heck, --

24 MS. DEITSCH-PEREZ: Your Honor, the --

25 THE COURT: -- at some point this plan could go

1 effective. I mean, excuse me, could be fully implemented.
2 But I think we know why it hasn't been. My impression is
3 certainly all we have left is to resolve all the litigation
4 involving your client.

5 MS. DEITSCH-PEREZ: Your Honor, the reason you cannot
6 stay it is because the Fifth Circuit and the Supreme Court
7 have a very high standard for staying litigation, and by
8 staying it you would be effectively denying the very relief
9 that's being sought. Hunter Mountain is entitled to try to
10 end this by removing a trustee with a conflict who is eating
11 up the costs -- the money in the estate. And we're entitled
12 to have that decided. And by staying it, you are effectively
13 denying the relief. That's what's impermissible. The Fifth
14 Circuit and the Supreme Court have set a very high bar to
15 staying litigation.

16 This is not like the motion for mediation, where we
17 harbored no illusion whatsoever that Your Honor would stay
18 litigation over the Debtor's objection. The only --

19 THE COURT: Okay. It never would have occurred to me
20 this was analogous to the motion to stay litigation. I think
21 it's analogous to three different motions your client has
22 filed and I've ruled on. I don't know, --

23 MS. DEITSCH-PEREZ: Your Honor, I will show you why
24 it's different.

25 THE COURT: -- what number of pages, Courtney, were

1 our three rulings? And I say three because --

2 MS. DEITSCH-PEREZ: Your Honor?

3 THE COURT: -- there was a motion for
4 reconsideration. I mean, a couple hundred pages of ink spilt
5 that some district judge --

6 MS. DEITSCH-PEREZ: Your Honor?

7 THE COURT: -- has got to read? And why are we doing
8 the same thing over and over? It's like the famous --

9 MS. DEITSCH-PEREZ: That's what I --

10 THE COURT: -- Einstein saying. You know, the famous
11 Einstein saying. What did he say?

12 MR. MORRIS: The definition of insanity, Your Honor,
13 doing the same thing over and over again, expecting a
14 different result? That was going to be my opening line.

15 THE COURT: Oh, wow. Oh, wow. Okay. Well, that's
16 --

17 MR. MORRIS: So we're in the same place.

18 THE COURT: -- definitely the one I was thinking.

19 MS. DEITSCH-PEREZ: Your Honor, the difference --

20 THE COURT: Okay. Ms. Deitsch, just --

21 MS. DEITSCH-PEREZ: The difference is that this was
22 --

23 THE COURT: -- let's make -- just make your
24 presentation and then we'll hear Mr. Morris's presentation.
25 If something is horribly lost on me, this is your chance to

1 show me that I am totally missing the boat on why this
2 situation is different.

3 MS. DEITSCH-PEREZ: Okay. There are two points here.
4 One is we would like you to understand why it's different and
5 see why it's different. But if you have already made up your
6 mind, then simply deny the motion for leave, opine that the
7 CTA overrides Delaware law, and the most efficient path is to
8 have this evaluation and the insider trading case be appealed
9 where that will be the most efficient use of resources.

10 So let me go -- could I ask --

11 MR. MORRIS: Your Honor, I apologize.

12 THE COURT: Okay. Before we do the whole PowerPoint,
13 --

14 MR. MORRIS: I would love to be heard on the
15 procedural point. Just the procedural point.

16 THE COURT: All right. You may, Mr. Morris.

17 MR. MORRIS: There is no motion to dismiss pending
18 before the Court. What you're being asked to do, the Court
19 doesn't have the authority to do. What we're here today to
20 decide is whether or not to extend the stay. The answer is
21 either going to be yes or no.

22 If the stay is extended, we're done. If the stay is not
23 extended, then we're going to have to answer the complaint.
24 And we're going to make a motion to dismiss. And we're going
25 to have a whole -- with a Rule 11 motion, because this is all

1 collaterally estopped. But putting that aside for the moment,
2 going to the District Court would be appropriate only if
3 Hunter Mountain agrees that the issues are the exact same as
4 raised in the stay.

5 You're about to hear a presentation that says, oh, no, no,
6 they're not. These issues have never been heard before,
7 they've never been briefed before, and there is no chance that
8 it would be appropriate that the Court would have the
9 authority to send this -- to make a decision on a case on a
10 matter that's never been briefed. Right?

11 It's either a stay or it's not a stay. If it's a stay,
12 let's go home. If it's not a stay, then we're going to answer
13 the complaint with a motion to dismiss, and they can come back
14 and tell us at that time, in writing, with notice, why they're
15 not collaterally estopped by Your Honor's prior orders.

16 That's all.

17 THE COURT: Okay.

18 MS. DEITSCH-PEREZ: And that would normally be the
19 case, Your Honor, but here the Court can sua sponte deny the
20 motion. The Court has said repeatedly that it views it as the
21 same. And so we are saying we would forego further briefing
22 if Your Honor wanted to simply sua sponte dismiss the matter
23 so that it could be appealed. And so it could be appealed on
24 the same timeline more or less as the other matters that are
25 proceeding.

1 I'll continue on now with --

2 THE COURT: Okay. Well, --

3 MS. DEITSCH-PEREZ: -- with the presentation.

4 THE COURT: I'll state the obvious. And as Mr.
5 Morris said but I think you know very well, Ms. Deitsch-Perez,
6 this is just a motion to unstay the contested matter -- I
7 mean, it may be premature to call it a contested matter -- to
8 unstay proceedings on Hunter Mountain's motion for leave to
9 file a complaint in the Delaware Chancery Court. Should I
10 keep the stay in place or not? Okay? So, --

11 MS. DEITSCH-PEREZ: I understand we're --

12 THE COURT: -- I don't think anyone has any confusion
13 about that, and it's the reason why I said something about you
14 having a PowerPoint. I was a little surprised that you would
15 have a PowerPoint on this, but if you do, you do. I'll let
16 you present it.

17 But I would never jump ahead, just so everyone is crystal
18 clear, I would never jump ahead to a substantive ruling today
19 that I'm denying your motion for leave to file the complaint
20 in the Delaware Chancery Court. It would be either we're
21 continuing the stay, we're going to continue the stay, please
22 upload a new order supplementing my prior order saying the
23 stay is going to be continued until whatever we decide, or
24 it's going to be the stay is lifted, parties have, you know,
25 21 days to respond to Hunter Mountain's motion for leave to

1 file a complaint. Okay? So I hope there was no confusion on
2 that.

3 MS. DEITSCH-PEREZ: No, Your Honor, we were simply
4 responding to your repeated suggestion that this is the same
5 and Hunter Mountain has no standing and the CTA overrides
6 Delaware law, which was, if that was already determined and
7 you did not need further explanation from the Reorganized
8 Debtor on that in opposition, because we've already filed the
9 motion for leave, then we would not argue as a procedural
10 point that Your Honor could not simply make a decision.

11 THE COURT: Okay.

12 MS. DEITSCH-PEREZ: I understand that Mr. Morris is
13 saying he does not want that because the whole goal here is to
14 delay this long enough so that we can never be heard in
15 Delaware. So I understand Mr. Morris's position.

16 MR. MORRIS: You know, Your Honor, I just, I so
17 regret these ad hominem attacks. The fact of the matter is we
18 don't have a pleading. We're about to hear arguments from Ms.
19 Deitsch-Perez for the very first time. She's never briefed
20 these issues. And I'm just going to leave it at that. This
21 is just so improper.

22 THE COURT: All right. Well, how lengthy is your
23 PowerPoint, and is it really geared towards the stay issue?

24 MS. DEITSCH-PEREZ: It is, Your Honor. It's seven
25 slides.

1 THE COURT: Okay.

2 MS. DEITSCH-PEREZ: It's not very long. And there is
3 nothing that we are going to raise that the Debtor is not
4 aware of.

5 THE COURT: All right. Well, I'll let you present
6 your seven slides. And, again, I think we're all crystal
7 clear. This is just about is it time to lift the stay. And
8 we've had a lot of preliminary discussions and I've made a lot
9 of comments because it just seemed like the common-sense
10 approach we might all agree to was let the District Court
11 decide your appeal. She may say --

12 MS. DEITSCH-PEREZ: We do not agree to that --

13 THE COURT: -- Hunter Mountain has standing. She may
14 say Hunter Mountain has standing, let them go forward with
15 their valuation thing, with their suit they want to file
16 against Farallon and whoever the other one was, I can't
17 remember. You know, let them -- they have standing. She may
18 view the plan documents, the Claimant Trust Agreement,
19 Delaware law different. If she does, then absolutely I
20 probably should lift the stay in this matter. I mean, I
21 guess. I don't know.

22 MS. DEITSCH-PEREZ: Your Honor?

23 THE COURT: But it just seems like a matter of
24 efficiency. You filed the appeals. You want it heard.
25 You're entitled to that. Let that happen, and then we'll

1 figure out where we go from there. Except, as we well know,
2 probably one party will file an appeal to the Fifth Circuit.
3 So I'm just trying to understand what is rational here, and --

4 MS. DEITSCH-PEREZ: The Fifth Circuit has already
5 rejected this very maneuver. And we have a slide that will
6 tell you the --

7 THE COURT: Maneuver? What maneuver? What maneuver?
8 Whose maneuver?

9 MS. DEITSCH-PEREZ: The maneuver is to stay a case,
10 but it's the Debtor's request, to stay a case while awaiting
11 other cases' decisions on standing. That's not proper. All
12 of the cases should go up at the same time. If there's a
13 dispositive ruling on standing at some point, well, it could
14 be raised at that time. But there's no reason to stay, to
15 prevent a party from having its day in court, because of the
16 potential that another case is going to decide a similar or
17 even the very same --

18 THE COURT: Okay. Present your PowerPoint and we'll
19 perhaps better understand.

20 MS. DEITSCH-PEREZ: Okay. So, I'm --

21 Mike, if you can pull it up and go to Slide 2.

22 Okay. So, and before I get to that, yesterday we filed a
23 notice of supplemental authority because since -- this is a
24 very unusual circumstance.

25 THE COURT: Where did you file that?

1 MS. DEITSCH-PEREZ: In the bankruptcy. We filed a
2 copy of the *Morris v. Spectra* Delaware case that the Debtor
3 already had because we had found it, I think Mr. Aigen
4 deserves the credit for this, and had provided it to the other
5 counsel for HMIT to --

6 THE COURT: Okay. Just so you know, I've not seen
7 it, I've not read it. So, --

8 MS. DEITSCH-PEREZ: Okay. I will describe it --

9 THE COURT: And I would not have been looking for it
10 before a status conference.

11 MS. DEITSCH-PEREZ: Okay. I will -- it's very easy
12 to describe. It's a Delaware case. And that was a case where
13 someone was attempting to challenge -- a former shareholder
14 was attempting to challenge a merger. And normally the rule
15 in Delaware is, if you're not a shareholder, you can't
16 challenge it anymore. You're not a shareholder; you can't
17 challenge the merger.

18 But the claim there was that the Defendants had wrongfully
19 caused the merger to eliminate the shareholders' ability to
20 complain. And the Delaware Supreme Court said, gee, if
21 someone deliberately does something to strip someone of their
22 standing, we're not going to allow that, so we are going to
23 allow someone who is no longer a shareholder to still complain
24 about the merger.

25 And this is what we found, this is the most analogous

1 Delaware law we have found, and shows that it is appropriate,
2 if someone does something that prevents someone from having
3 standing, the Court should still allow the case to go forward.

4 So that's one reason why this is different. But the right
5 to be heard in Delaware on an issue of the workings of a
6 trust, on the issue of removing a trust, that's something that
7 is subject to Delaware law and has to be decided by a Delaware
8 court. And we cited in the opposition to the stay the *United*
9 *Brotherhood* case and the Delaware statute that provides that.

10 And so that's another reason this case is different than
11 the insider trading case or the valuation case, because this
12 expressly involves the internal workings of a trust, which,
13 even if you had a contract that had a venue provision,
14 Delaware law says you can ignore that because this is
15 important enough that we want this resolved by a Delaware
16 court.

17 So, in Your Honor's decision dismissing the valuation
18 proceeding, you relied on the Plaintiff's supposed agreement
19 to the CTA as precluding them from challenging it or from
20 invoking the duty of good faith and fair dealing. And I think
21 you said something like that earlier today also. But that
22 analysis is wrong here.

23 First, Hunter Mountain didn't negotiate or agree to the
24 CTA. If you remember, at the time of the plan, the estate's
25 projections were that payments would only be made through

1 Class 8. So Classes 10 or 11 had no reason to address the
2 CTA.

3 But second, the duty of good faith and fair dealing can,
4 should, really, must be raised when a party's actions actually
5 prevent a condition precedent from occurring.

6 So the Court's conclusion that the existence of a
7 condition precedent -- in other words, the conditions for
8 vesting -- precludes a claim for good faith and fair dealing
9 ignores the whole body of law that a party can't take
10 advantage of his own wrongdoing.

11 So this isn't a case -- this usually comes up in the
12 circumstance where somebody is claiming there's a breach of
13 good faith and fair dealing because a party didn't do
14 something that's expressly not required by the contract, where
15 the duty of good faith and fair dealing is being used to
16 contradict the contract. But that's not what's happening
17 here.

18 Here, the complaint that is sought to be brought in
19 Delaware is saying that Mr. Seery is thwarting the occurrence
20 of the condition precedent, and the Plaintiff is entitled to
21 have its allegations taken as true. And if that is true, that
22 is the classic case for the invocation of good faith and fair
23 dealing.

24 And we cite in the motion for leave the *Dunlap* case, the
25 *Injective Labs* case, and the *Snow Phipps* case, all of which

1 are cases where there was some condition in the contract that
2 the other side was alleged to be preventing from happening,
3 and the courts allowed those -- either allowed the -- said
4 that the parties (inaudible) to make that clear or allow the
5 claim to go forward.

6 So these cases are directly counter to this case's
7 mistaken conclusion that the vesting provision precludes HMIT
8 from raising the good faith and fair dealing here. This is
9 exactly when you must raise good faith and fair dealing, and
10 it's entirely appropriate. So it is not like the valuation
11 case, which was asking for information. It's not exactly like
12 the insider trading case, either. Here, it is exactly when
13 good faith and fair dealing governs.

14 So, for all of these reasons, the Court's prior decisions
15 aren't governing here and are not a basis for staying or
16 denying the gatekeeper matter.

17 But as we've said, if the Court's already decided
18 otherwise, we would not object to the procedure of the Court
19 sua sponte simply sending this on. What would not be fair
20 would be stalling this case to prevent HMIT from seeking the
21 Delaware decision-making to which it's entitled. And that's
22 why, when the issue is a stay of court proceedings, the Fifth
23 Circuit and the Supreme Court have a very high bar.

24 Mike, next slide. Mike, Slide 3. Okay.

25 Okay. So let's remember the standard for obtaining a

1 stay: A strong showing of likelihood to succeed on the
2 merits; whether the movant -- that's the Debtor here -- will
3 be irreparably harmed absent a stay; whether the issuance of a
4 stay will injure other interested parties -- Hunter Mountain;
5 and where the public interest lies.

6 And the Supreme Court has characterized the circumstances
7 in which a stay is appropriate as rare. And that's the *Landis*
8 case cited by the Northern District.

9 And Highland, in the motion for stay, doesn't address this
10 standard at all. And in the initial hearing we had, Highland
11 said, and the Court seemed to agree, well, the standard isn't
12 required because, remember, when you all sought a stay for the
13 mediation, you didn't raise the standard.

14 But that was very different, because for the mediation we
15 had no illusion that Your Honor would grant a stay over the
16 objection of the Debtor. So, really, what we were talking
17 about in that circumstance is a consensual stay. And then the
18 standard wouldn't apply.

19 Let's go to Slide 4, Mike.

20 Okay. And here is the case, the *Jamison* case, which
21 relied on Supreme Court *Landis* case, said the defendant
22 requested a stay pending the Supreme Court's rulings on two
23 different cases where the same or virtually the same standing
24 question was raised, and the Court denied the motion, saying
25 that, because standing is an issue that can be raised at any

1 time, there was no reason to stay, because if the Supreme
2 Court made a ruling that was dispositive it could be raised
3 when that happened.

4 And that's exactly what the circumstance is here. The
5 case should go forward, and if the Fifth Circuit makes a
6 dispositive ruling, if there's a dispositive ruling that would
7 end one of these other cases and is not distinguishable, it
8 could be raised at that time.

9 So, go to the next slide.

10 Okay. And so the Fifth Circuit has also said
11 discretionary stays, even when -- if they are lengthy or
12 indefinite, should not be granted. That is exactly what the
13 Debtor is asking for here. Let's take a look at how long
14 things have been taking.

15 Go to Slide 6.

16 Okay. The Notes cases, the Court's reports and
17 recommendations, December '22, the Notes case is still pending
18 in the Fifth Circuit, the HarbourVest settlement. And this is
19 not including the lower court, the District Court intermediate
20 action. Two years. UBS, I mean, huge amounts of time. It's
21 one and half to two years. All of them.

22 So if in fact the Court were to stay until a final
23 decision, or even the decision of the next court, we are
24 talking about a long enough time that it creates the very harm
25 that the motion for leave -- that the complaint that Hunter

1 Mountain is trying to file is seeking to avoid.

2 This Court knows how long it takes to get through the
3 District Court, out of the Fifth Circuit, much less, as we
4 have with the release matter, going all the way to the Supreme
5 Court.

6 So, if Hunter Mountain has to await a final nonappealable
7 decision of the valuation proceeding before it can even start
8 to seek to remove Seery in Delaware court, even winning would
9 be a pyrrhic victory, because Mr. Seery will have remained
10 employed and spending money and moving money into the
11 indemnity subtrust for two or more years. And so a stay
12 thereby creates irreparable harm for Hunter Mountain.

13 So, in sum, using the Claimant Trust Agreement to preclude
14 Hunter Mountain from seeking removal of the Trustee actually
15 underscores why Delaware law is crafted the way it is. Were
16 it not for the duty of good faith and fair dealing imposed by
17 Delaware law, Mr. Seery could arguably continually increase
18 the funds set aside for indemnification, indefinitely withhold
19 final distributions to Class 9 -- we believe Class 8 has
20 already been paid in full -- and refuse to file the GUC
21 certification.

22 Would it be okay if he paid everything other than \$10 and
23 refused to issue the GUC certification based on a theoretical
24 possibility that he might need more money for indemnification?
25 The amount that's been set aside for indemnification is so

1 much more than the \$25 million that was originally
2 contemplated at the time of the plan. So this is exactly the
3 kind of conflict that Delaware Code Section 3327 regarding the
4 removal of trustees is designed to prevent. It's designed to
5 prevent the conflict where the trustee has a reason to hold
6 onto the money that he or it is holding in trust for another
7 party.

8 This is -- whatever the excess is, that belongs to Hunter
9 Mountain. It doesn't belong to the professionals. It doesn't
10 belong to Mr. Seery. And so someone who does not have this
11 conflict should be making these decisions. And Hunter
12 Mountain is entitled to go to Delaware for that decision.

13 So, putting this on ice is simply allowing the Claimant
14 Trust to avoid scrutiny, and we would ask that Your Honor not
15 do that.

16 Thank you.

17 THE COURT: Mr. Morris?

18 MR. MORRIS: Your Honor, I just want to begin where
19 counsel left off. The excess -- if there is such a thing, and
20 I don't know that there is, and I don't know that anybody will
21 know until the case is over -- but the so-called excess
22 belongs first to indemnified parties. Indemnified parties
23 have a contractual right to be indemnified, frankly, before
24 Class 8 or Class 9 receive a nickel, let alone Class 10 or 11.

25 So let's be really clear that what's happening here, as

1 Your Honor alluded to earlier, is that resources must be
2 husbanded because of the ongoing onslaught of litigation.
3 This case could be over tomorrow if Mr. Dondero would give a
4 release to all protected parties.

5 So, just a little bit of background, though. Obviously,
6 this issue of Hunter Mountain and Dugaboy's standing has been
7 percolating for exactly two years. It was in June of 2022
8 that Mr. Draper on behalf of Dugaboy brought the first
9 valuation motion. He was soon joined by Mr. Phillips on
10 behalf of Hunter Mountain. That effort was the subject of
11 substantial briefing over the rights or so-called rights or
12 potential rights of Class 10 and Class 11, and ultimately Your
13 Honor decided that the relief they sought was not appropriate
14 as a contested matter and had to proceed as an adversary
15 proceeding.

16 The next calendar year, 2023, we have a new lawyer for
17 Hunter Mountain, Sawnie McEntire and his firm. Again, the
18 issues of standing and Hunter Mountain's unvested contingent
19 interest and the meaning of that were the subject of
20 substantial litigation in 2023.

21 Now we've got a third lawyer, the Stinson firm, again
22 representing Hunter Mountain, again raising basically the
23 exact same issue.

24 Your Honor has issued multiple decisions that go into
25 great detail. I want to just read just a couple of lines from

1 the Court's most recent decision that was filed at Docket No.
2 26 in Adversary Proceeding 23-03038.

3 On Page 29, the Court wrote that the Court "finds and
4 concludes that under the terms of the CTA and Delaware law,
5 Plaintiffs are not beneficiaries or beneficial owners of the
6 Claimant Trust who would be entitled to assert rights under
7 the CTA. The Claimant Trust is a Delaware statutory trust
8 governed by the Delaware Statutory Trust Act, and the Trust
9 Act does define 'Beneficial Owner' and uses that term
10 exclusively to refer to the beneficiaries of a Delaware
11 statutory trust. Specifically, under the Trust Act, a trust's
12 -- a statutory trust's beneficial owners are any owners of a
13 beneficial interest in a statutory trust, the fact of
14 ownership to be determined and evidenced in conformity with
15 the applicable provisions of the governing instrument of the
16 statutory trust."

17 Your Honor went on at Page 30, said, "It appears that
18 Plaintiffs may be frustrated that they did not negotiate or
19 obtain the same oversight rights as the actual Claimant Trust
20 beneficiaries in the plan and the CTA. The plan, with the
21 incorporated CTA, was confirmed over three years ago now, and
22 neither the Plaintiff -- neither of the Plaintiffs objected or
23 appealed to the terms of the plan or the CTA that dictate
24 those oversight rights. The Fifth Circuit, in September of
25 2022, affirmed the confirmation order and the terms of the

1 plan and its incorporated documents, including the CTA, in all
2 respects other than striking certain exculpations."

3 Then, finally, Your Honor pointed out that "Plaintiffs
4 make an argument that an implied covenant of good faith and
5 fair dealing under Delaware law necessarily means that the
6 terms of the CTA that govern the parties' rights here,
7 including the information rights and the rights to an
8 accounting from the Claimant Trustee that Plaintiffs seek in
9 Count One can be overridden here. The Court disagrees. The
10 Court will not use the implied covenant of good faith to
11 override the rights and responsibilities that were bargained
12 for in the trust agreement."

13 An exhaustive opinion. It is collateral estoppel at this
14 point. I frankly think that Rule 11 gets implicated when
15 lawyers continue to push issues that have already been
16 decided.

17 It is the exact same issue. There is no claim for breach
18 of good faith and fair dealing in the complaint. Just look at
19 the proposed complaint that was filed at Docket No. 4000.
20 Exhibit 1. There are five causes of action. Every one of
21 them is premised not on a breach of good faith and fair
22 dealing but on a breach of Delaware Corporate Law 3327. And
23 as Your Honor knows from the extensive briefing that we've
24 had, the Court looks to the trust document to determine the
25 rights of the beneficiaries, and only beneficiaries have

1 rights under 3327.

2 This is law of the case. These parties are collaterally
3 estopped from continuing to do this. The fact that they
4 suggest that they could just bring lawsuit after lawsuit after
5 lawsuit after lawsuit, where standing is always going to a
6 threshold issue, until every single judge in the Northern
7 District of Texas has an opportunity to weigh in is
8 preposterous.

9 Let me go through -- let me just refer and respond to a
10 couple of these last points. The statute that Ms. Deitsch-
11 Perez cited in her first slide, 3804(e), it only applies if
12 you're a beneficial owner. This Court has decided multiple
13 times Hunter Mountain and Dugaboy are not beneficial owners.

14 Next. The duty of good faith and fair dealing, as I
15 mentioned, it's not even a claim in the proposed complaint.
16 And I know of no law, and I don't think anybody will ever be
17 able to cite any law, that suggests a party to a contract owes
18 a duty of good faith and fair dealing to someone with no
19 rights under the contract. How is that even -- how does that
20 even make sense?

21 I have no rights under the contract, that's what this
22 Court has already held, but somehow Mr. Seery has an implied
23 duty of good faith and fair dealing. Makes absolutely no
24 sense.

25 The standard of likelihood of success on the merits.

1 Right? I don't think that standard applies when the Court is
2 just policing its docket. But even if it did, likelihood of
3 success on the merits? It's a certainty. The Court has
4 already decided. We have won. Right? They can't -- they
5 have no standing. So there's a hundred-percent certainty that
6 we're likely to succeed on the merits.

7 This is not going to be lengthy or indefinite, and I will,
8 you know, just say, Your Honor, that the Plaintiffs here have
9 some control over this. There probably hasn't been five
10 percent of the appeals where we don't get eventually some
11 request for an extension of time. It happens every time.
12 They're taking weeks now to file their appellate record.
13 They're within the rules. They have the right to do. But if
14 they want this to proceed more quickly, stop asking for
15 extensions of time. We'll move quickly. We don't have a
16 problem doing that at all.

17 Mr. Seery owes no --

18 MS. DEITSCH-PEREZ: Your -- I have to interrupt on
19 that.

20 THE COURT: You will have your rebuttal time, but let
21 Mr. Morris finish, please.

22 MR. MORRIS: Mr. Seery owes no duties to Hunter
23 Mountain and to Dugaboy. He never has. We have an agreement.
24 The agreement has been affirmed. The merits of that have been
25 decided multiple times.

1 The Court should continue the stay here. The Court should
2 allow the District Court, and, if necessary, the Fifth
3 Circuit, to opine and let it take its course. Right? We're
4 happy to work as quickly as they want. Not on an expedited
5 basis, but within the rules. And if they do the same, I think
6 this will get decided much quicker than they think.

7 In the alternative, Your Honor, if the Court for any
8 reason wants to lift the stay, we would request 30 days to
9 file an opposition here, and we will be filing a Rule 11.

10 I do just want to mention one last thing. Because as
11 counsel pointed out, they filed a so-called supplement at 7:00
12 p.m. Eastern Time last night on the docket. I was out with my
13 wife at the theater, and really haven't had any opportunity to
14 look at this in any detail.

15 I will tell you that I -- Ms. Deitsch-Perez and I emailed
16 multiple times yesterday. She and Mr. Aigen have been
17 emailing me multiple times in the last week. No courtesy of a
18 heads up. No suggestion that maybe we should adjourn this.
19 No citation in their pleading as to why they think they get to
20 file a surreply the eve before trial. There's no rule that
21 allows them to do so.

22 And I would just, you know, just very quickly, Your Honor,
23 the two cases that they cite are from 2021 and 1998. Those
24 cases were decided even before Mr. Draper filed his first
25 motion for valuation information two years ago.

1 The cases are easily distinguishable. They have nothing
2 to do with statutory trusts. They have nothing to do with the
3 definition of beneficiaries. They have nothing to do with
4 Section 3327.

5 But I will say, Your Honor, if, upon reflection, the Court
6 has any thought that those cases are at all relevant, we would
7 respectfully request the opportunity to brief it. I don't
8 think it's necessary. I think the filing was improper. But
9 even if the Court accepts them, I think those cases are so
10 easily distinguishable that it won't matter. But if, you
11 know, it's not fair to be treated this way, to email multiple
12 times, to give no notice, to file it 15 hours before a
13 hearing, with no rule citation, with no right to do so, and
14 expect the Court or expect me, frankly, to be prepared to
15 fully address it. I've addressed it as best I'm able under
16 the circumstances.

17 I think the motion to stay should be extended until a
18 court of competent jurisdiction issues a final nonappealable,
19 you know, affirmation, determination, on Your Honor's motion
20 to dismiss the valuation proceeding.

21 THE COURT: All right. Before I hear any last word
22 from Ms. Deitsch-Perez, I know Mr. Seery's counsel made an
23 appearance. Is there anything you would like to say?

24 MR. STANCIL: No, Your Honor. I think Mr. Morris
25 covered it quite well.

1 THE COURT: All right. Ms. Deitsch-Perez, you get
2 the last word.

3 MS. DEITSCH-PEREZ: Your Honor, I've explained why
4 this case is different and why a party cannot prevent another
5 party from gaining rights under a contract. That is the
6 epitome of breaching the contract by breaching the duty of
7 good faith and fair dealing which is inherent in the contract.

8 Mr. Morris's argument that, oh, the stay is of no great
9 moment because you could move expeditiously is incorrect,
10 because, for example, the delays in the record, that is not
11 something -- and he well knows, that is not something a party
12 can control. The Court moves the record and the parties are
13 stuck with however long that takes. And if one were to look
14 at the record of the extensions in the appeals, they have --
15 equally well if not more so than the Debtor's side. And so I
16 take exception to that.

17 And finally, the Reorganized Debtor is something of a
18 bully. Every time that they don't like something, there has
19 been a threat that we're going to seek sanctions. It's a way
20 of trying to scare lawyers from exercising their duties to
21 their clients. If he's going to make -- if the Debtor is
22 going to make a sanctions motion, we'll fight it. We've
23 fought it before. Sometimes they've threatened it and not
24 done it.

25 But it is, I will point out, it is itself a violation of

1 Rule 11 to willfully and disingenuously threaten sanctions to
2 try and prevent litigation. And that's what we think is going
3 on here. It's a club.

4 If this matter is stayed, Hunter Mountain -- it's no
5 different than if this Court simply denied the motion, because
6 the passage of time will eviscerate what's in the estate.

7 Thank you.

8 THE COURT: I'm going to ask this question. I've
9 asked it before in prior hearings, but I'm asking it again.
10 And I always am asking it because of, well, a couple reasons.
11 I've raised the issue of judicial economy and concerns about
12 the efficient administration of justice and what's in the
13 interest of the parties. How many appeals do we have pending
14 or have been made since confirmation of the plan in February
15 2021? And I'm concerned about judicial economy, yes, but I'm
16 also --

17 MS. DEITSCH-PEREZ: Your Honor, --

18 THE COURT: Let me -- here is another reason I ask.
19 It is argued as part of the lawsuit you want to file that Mr.
20 Seery isn't wrapping things up. But, of course, part of that
21 hinges on are there appeals still pending. Okay? So I ask
22 for those two reasons. I don't know if anyone has it at their
23 fingertips, but it is --

24 MS. DEITSCH-PEREZ: Your Honor?

25 THE COURT: -- germane to everything I've heard here.

1 Okay? So who has --

2 MS. DEITSCH-PEREZ: Your Honor, there --

3 THE COURT: -- the answer at their fingertips?

4 Either one of you?

5 MS. DEITSCH-PEREZ: Your Honor, there are not very
6 many appeals still pending, but I would point out that some of
7 these have been successful. That Your Honor's contempt
8 decision was reversed. The release issue was partially
9 reversed. So, --

10 THE COURT: Reversed and remanded for me to have
11 follow-up hearings. So not done, by the way, but anyway,
12 we'll have a hearing on that remand at some point.

13 MS. DEITSCH-PEREZ: But these are --

14 THE COURT: So, but anyway, the question was how
15 many.

16 MS. DEITSCH-PEREZ: And I don't know exactly how
17 many, but there are relatively few. If the issue is how much
18 money is needed to be set aside for indemnification, there are
19 relatively few appeals pending.

20 THE COURT: That is a non-answer. Okay?

21 MR. MORRIS: I'm counting, Your Honor.

22 THE COURT: Okay.

23 MS. DEITSCH-PEREZ: I would object to an off-the-cuff
24 response.

25 MR. MORRIS: I'm counting.

1 MS. DEITSCH-PEREZ: We will follow up with the Court
2 and give you an exact number.

3 THE COURT: You know what, I --

4 MR. MORRIS: I believe -- I think --

5 THE COURT: My decision today is likely not going to
6 hinge on the precise answer here. Okay? I'm just asking a
7 question because I'm worried about judicial economy and what's
8 efficient, and I'm worried about a lingering continuing
9 argument that Mr. Seery is not wrapping things up quickly
10 enough. And I think the answer --

11 MS. DEITSCH-PEREZ: There's not a hundred million
12 dollars.

13 THE COURT: -- to this question is relevant to both
14 of those concerns. Having the precise answer, you know, no,
15 but I'd like a ballpark answer --

16 MS. DEITSCH-PEREZ: Here's the --

17 THE COURT: -- at least, if not precise.

18 MR. MORRIS: Your Honor, the ballpark --

19 MS. DEITSCH-PEREZ: Here's the important answer, Your
20 Honor.

21 MR. MORRIS: The ballpark --

22 MS. DEITSCH-PEREZ: It's there's not a hundred
23 million dollars' worth of legal work left to do.

24 THE COURT: I just --

25 MS. DEITSCH-PEREZ: It's --

1 THE COURT: -- asked for the answer to a question,
2 not an argument.

3 MR. MORRIS: Your Honor?

4 THE COURT: Mr. Morris, do you have an answer?

5 MR. MORRIS: It's approximately 55. But that
6 includes --

7 MS. DEITSCH-PEREZ: There are not 55 appeals
8 outstanding.

9 THE COURT: Stop interrupting. I want to hear the
10 complete answer.

11 Fifty-five is what, the number of notices of appeal ever
12 filed since the plan was confirmed?

13 MR. MORRIS: There are approximately 55 appeals that
14 have been filed in the Highland bankruptcy case. Some of
15 them, admittedly, include both an appeal to the District Court
16 and then, you know, depending on the outcome there, an appeal
17 to the Fifth Circuit. So it might involve the same case.

18 THE COURT: Okay.

19 MR. MORRIS: But there have been 55 appeals. Could
20 be 54, could be 56, something like that.

21 THE COURT: Okay.

22 MR. MORRIS: And there's -- and there's probably --
23 there's probably at least eight or ten in the pipeline.

24 THE COURT: Eight or ten, do you mean still pending
25 when you say in the pipeline?

1 MR. MORRIS: Still pending. Either haven't been
2 briefed at all; they've been briefed and we're waiting for a
3 court to rule; you know, it's in the District Court so we'll
4 have to await the outcome there and then see if we go to the
5 Fifth Circuit. I think there are -- I think we're waiting on
6 several decisions for the Fifth Circuit. I think there are
7 three matters in the pipeline in the Fifth Circuit, and
8 there's probably four or five in the District Court.

9 MS. DEITSCH-PEREZ: Most of which have been largely
10 briefed, so that we are awaiting decision. It's a small
11 handful where there's still work to be done.

12 MR. MORRIS: Your Honor, just -- your decision last
13 week, we don't even have a judge in the District Court. The
14 notion that this is somehow, you know, on the precipice of
15 completing litigation, it's just not realistic. I'll just
16 leave it --

17 MS. DEITSCH-PEREZ: That's not the point. The point
18 --

19 THE COURT: Look, I've heard about this enough. I
20 know that sometimes, luck of the draw, you have a judge, let's
21 say a district judge who doesn't have criminal jury trials
22 week, week, week, week, week, for the next six months, and
23 sometimes you have someone who just wrapped up something huge
24 and can get to an appeal quickly. We're coming up on August
25 before we know it, when we have changes of law clerks, new law

1 clerks coming in. And just who knows. Nobody can predict.
2 But I just wanted sheer numbers.

3 And my last question on this is, we technically had a
4 three-year trust duration, right? And I'm sure this is like
5 every other one I've ever seen in all these years: There's an
6 ability to extend the life of the trust. Am I correct that in
7 August we have a three-year end of trust --

8 MR. MORRIS: Your Honor?

9 THE COURT: -- unless otherwise extended, Mr. Morris?

10 MR. MORRIS: Your Honor, you're exactly right. And
11 we will be filing a motion, probably in the next week or two,
12 to continue the trust, precisely because of all of this
13 litigation will not be resolved on the third anniversary. So
14 you're exactly right, Your Honor. We're in the process of
15 drafting it. I can't see how it will be opposed, but I'm sure
16 it will be.

17 We'll have a chart of all of the outstanding litigation.
18 Your Honor will see how many pieces of litigation are still
19 outstanding at that time. But I do expect to file that with
20 the Court in the next week or two.

21 THE COURT: All right. And I won't get ahead of
22 myself, but, really, the only thing, I'm guessing, after close
23 to three years, that is left as far as trust administration is
24 concluding these lawsuits. Probably all the assets have been
25 liquidated, right, at this point? Or --

1 MR. MORRIS: You know, I don't know off the top of my
2 head. I think there are a handful of assets, there may be a
3 few assets that remain unsold. There's some, you know,
4 managerial responsibilities over certain funds that we have to
5 dispose of. But all of that is kind of irrelevant because all
6 of that, I'm certain, will be completed before the end of the
7 litigation cycle. You know, like, we can talk about the cases
8 that are pending, but, you know, we had a new case filed just
9 recently, right, for leave to remove Jim Seery as Trustee.
10 And so, you know, if there's -- that's -- we're talking about
11 the litigation that's pending. We also have to be concerned
12 with what litigation Mr. Dondero might bring in the future.
13 And, you know, if he can promise that he'll never bring
14 another lawsuit, we might have a different view. But, you
15 know, with the threat of ongoing litigation, yeah, we're just
16 going to have to continue to husband resources.

17 But back to your specific question of the length of the
18 trust, we do expect to file a motion shortly to extend the
19 life of the trust, probably by a year, maybe two, but probably
20 by a year.

21 THE COURT: Okay. All right. The Court --

22 MR. MORRIS: Your Honor, I really apologize, but I
23 just have to tell you that I'm really low battery on my
24 computer. For some reason, my charger is not working. And if
25 I go blank, you'll know why. I'll switch to my phone.

1 THE COURT: Okay. Thank you.

2 As far as the ruling here today, I will extend the stay of
3 this what I'll call a contested matter. Even though we don't
4 have a response to Hunter Mountain's motion for leave to file
5 the Delaware lawsuit on file yet, I'm calling it a contested
6 matter that's been initiated by the Hunter Mountain motion.
7 I'm going to extend the stay on letting the contested matter
8 go forward until all appeals have been finally exhausted in
9 connection with this Court's prior orders in which it has
10 ruled Hunter Mountain does not have stay to either file the
11 lawsuit -- oh, yes, I'm misspeaking, I meant to say standing
12 just now when I said stay. The parties know the orders I'm
13 talking about. Twice now, this Court has ruled that Hunter
14 Mountain does not have standing to pursue litigation. The
15 first time was in connection with when Hunter Mountain wanted
16 to sue claims purchasers Farallon and Stonegate, I think it
17 was called, Stonehill, and Mr. Seery concerning certain claims
18 trading that, I'll call it, that happened during the case.

19 I ruled extensively then, and I hear Judge Brown has it on
20 appeal now, why this Court thought Hunter Mountain did not
21 have standing under the confirmation order, the plan, the
22 Claimant Trust Agreement, or Delaware law.

23 And then I understand there's a new appeal when the Court
24 ruled Hunter Mountain doesn't have standing to pursue a
25 valuation complaint.

1 So, until all appeals, whether it ends in the District
2 Court or ends in the Fifth Circuit or I suppose a cert
3 petition could be filed to the Supreme Court, until all of
4 those appeals have been exhausted, this matter will not go
5 forward.

6 I have not been convinced today that the standing issues
7 now with regard to this newest Hunter Mountain motion are
8 sufficiently different where I should go forward and hear the
9 motion for leave.

10 So, as I've alluded to a couple of times, I think it's in
11 the interests of judicial economy and the efficient
12 administration of justice and in the interests of the parties
13 that I continue the stay in effect. I think there are very
14 real issues that we do have, collateral estoppel and law of
15 the case and other sorts of estoppel issues that would even
16 preclude me, should preclude me, from looking at the current
17 motion for leave.

18 But I will nevertheless look at the four-prong test for
19 stays that traditionally are applied. Prong #1, whether there
20 has been a showing of likelihood of success on the merits.
21 Again, I view that I've already ruled on this, and I've spilt
22 much ink on this, written well over a hundred pages on this.
23 And I think there is a likelihood of success on the merits
24 with regard to the issue of Hunter Mountain not having
25 standing on appeal.

1 I think there would be certainly harm and injury here,
2 I'll say irreparable harm, if we had to go through this yet
3 again, yet again, yet again. The balance of harms certainly
4 -- well, I don't just find the Reorganized Debtor to be
5 harmed. Whether Hunter Mountain realizes it or not, everyone
6 is going to be harmed if more litigation, more expense, is
7 incurred litigating the same darn thing again. And again,
8 based on what I've heard today, I don't see it any
9 differently.

10 The cases that were filed at 7:00 p.m. Central Time last
11 night, as I said, I wasn't even aware of it. I haven't looked
12 at them. But they are older cases. It's not like something
13 hot off the press from last week that Hunter Mountain would be
14 justified in putting before the Court if it was germane. And
15 just glancing at them, they don't seem to be relevant to this
16 situation, where you have a plan that went out on notice,
17 voting, opportunity for people to object, the Court approved
18 the plan and the Claimant Trust Agreement in a confirmation
19 order that was appealed.

20 We have, on top of that, the Delaware law that seemed to
21 be fairly dispositive that Hunter Mountain is not to be deemed
22 a beneficial owner of the trust.

23 So it is not in anyone's interest, as far as balancing of
24 harms here, in this matter going forward, as long as the
25 issues are primed for an appellate judge to either say you got

1 it wrong, Judge Jernigan, or you got it right. And the public
2 interest is, I think, in favor of judicial economy and
3 efficient administration of justice in this regard.

4 So if I go to the four-pronged test, it results in, I
5 think, the stay being extended here. But, again, this is kind
6 of a unique animal. I'm not sure that's even the way we
7 should view it. The way we should view it is I've been asked
8 again and again and again to rule on this issue. I've ruled
9 on it -- I say three times because I did a lengthy order on a
10 motion to reconsider the first time I did an order on this.
11 So I have done three lengthy rulings on this.

12 I guess I'm just going to say, in closing, and I want this
13 to be helpful but I'm guessing it might not be: The optics
14 here, Ms. Deitsch-Perez, look terrible. Terrible. I mean,
15 how else should it look to the Court? It's just like this has
16 become a blood sport and the optics make it look like, well,
17 it's not about justice and fairness. It's taken this very
18 ugly turn some time ago that let's try --

19 MS. DEITSCH-PEREZ: We agree the --

20 THE COURT: -- let's try to destroy Mr. Seery. What
21 else is a rational judge supposed to think?

22 MS. DEITSCH-PEREZ: Your Honor, Mr. Seery --

23 THE COURT: Now it's gotten to the point of raising
24 the same issue again and again and again. And guess what. If
25 this was going forward, if there was not going to be a stay in

1 place, I would be inclined to consider Rule 11 sanctions. How
2 many times is it proper for a party to keep asking for the
3 same thing again and again? You know, we'll use a different
4 counsel this time. We'll say it's different this time. It's
5 not different.

6 MS. DEITSCH-PEREZ: Your Honor, it is different, and
7 Mr. Seery -- and put it -- take it away from Mr. Seery. The
8 Claimant Trustee is the fiduciary for the parties who may
9 benefit ultimately from the Claimant Trust. And so they have
10 a right to make sure that the Claimant Trustee is not
11 preventing their rights from vesting. It is a perfectly
12 legitimate exercise. It is a perfectly legitimate endeavor.

13 And the optics do look bad. It looks like that the estate
14 is doing everything it can to prevent scrutiny of that.

15 So we agree the optics are bad, but in exactly the
16 opposite way. If there were transparency here, if we could
17 actually get a trustee who doesn't have this conflict, this
18 case could be resolved.

19 THE COURT: The 55 appeals, eight or ten of which are
20 still in the pipeline. Relatively few, as you said. But we
21 are three years post-effective date. That was the optics I'm
22 talking about. There is no reason for this case not to be
23 over except for this. That's the optics I'm talking about.

24 And it's one thing to legitimately exercise your right to
25 appeal, a party's right to appeal when they disagree. God

1 bless America. That's what our judicial system is about. But
2 when you start bringing the same motion again and again and
3 again, that is definitely Rule 11 territory and definitely
4 affects credibility. Okay?

5 Mr. Morris, if you're still there, please upload a simple
6 form of order reflecting what the Court ruled today.

7 We are adjourned.

8 MR. MORRIS: I am. Thank you. Thank you, Your
9 Honor.

10 THE CLERK: All rise.

11 (Proceedings concluded at 11:18 a.m.)

12 --oOo--

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CERTIFICATE

21 I certify that the foregoing is a correct transcript from
22 the electronic sound recording of the proceedings in the
above-entitled matter.

23 **/s/ Kathy Rehling**

06/13/2024

24

Kathy Rehling, CETD-444
Certified Electronic Court Transcriber

Date

25

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EXHIBIT 12



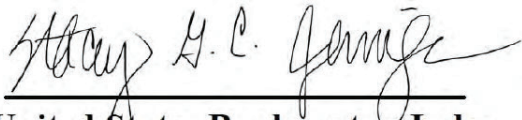
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed June 22, 2024


United States Bankruptcy Judge

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

In re:

HIGHLAND CAPITAL MANAGEMENT, L.P.,

Reorganized Debtor.

Chapter 11

Case No. 19-34054-sgj

**ORDER EXTENDING STAY OF CONTESTED MATTER
[DOCKET NO. 4000]**

Having considered (a) *Highland's Motion to Stay Contested Matter [Dkt No. 4000] or for Alternative Relief [Docket No. 4013]* (the "Motion"),¹ filed by Highland Capital Management, L.P. ("HCMLP"), the reorganized debtor in the above-referenced bankruptcy case, and the Highland Claimant Trust (the "Trust," and together with HCMLP, "Highland"); (b) *James P. Seery, Jr.'s Joinder to Highland Capital Management, L.P.'s Motion to Stay Contested Matter [Dkt No. 4000] or for Alternative Relief and Emergency Motion to Expedite Hearing on Motion*

¹ Capitalized terms not defined herein shall take on the meaning ascribed to them in the Motion.



for Stay [Docket No. 4019], filed by James P. Seery, Jr.; (c) *Hunter Mountain Investment Trust's Response in Opposition to Highland's Motion to Stay Contested Matter [Dkt No. 4000]* or for *Alternative Relief* [Docket No. 4022], filed by Hunter Mountain Investment Trust ("HMIT")"; (d) *Hunter Mountain Investment Trust's Supplement to Response to Motion to Stay* [Docket No. 4087], filed by HMIT; (e) the arguments heard at the hearing on the Motion on June 12, 2024 (the "Hearing"); and (f) all prior proceedings relating to this matter, including (i) the *Order Granting in Part Highland's Motion to Stay Contested Matter* [Docket No. 4033] (the "First Stay Order"), pursuant to which all proceedings in connection with the *Motion for Leave to File a Delaware Complaint* [Docket No. 4000] (the "Motion for Leave") were stayed (the "Stay") until the Court issued an order determining *The Highland Parties' Motion to Dismiss Complaint to (I) Compel Disclosures About the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of those Assets, and (B) Nature of Plaintiffs' Interests in the Claimant Trust* [Adv. Proc. 23-03038-sgj, Docket No. 13]; (ii) the Court's *Memorandum Opinion and Order Granting Motion to Dismiss Adversary Proceeding in Which Contingent Interest Holders in Chapter 11 Plan Trust Seek a Post-Confirmation Valuation of Trust Assets* [*id.* at Docket No. 27] (the "Dismissal Order"); (iii) HMIT's pending appeal of the Dismissal Order [*id.* at Docket No. 30] (the "Dismissal Appeal"); and (iv) HMIT's pending appeal of the Court's *Memorandum Opinion and Order Pursuant to Plan "Gatekeeper Provision" and Pre-Confirmation "Gatekeeper Orders": Denying Hunter Mountain Investment Trust's Emergency Motion for Leave to File Verified Adversary Proceeding* [Docket No. 3903] (the "Order Denying Leave"), [*see* Case 3:23-cv-02071-E] (the "Appeal of Order Denying Leave," and together with the Dismissal Appeal, the "Appeals"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant

to 28 U.S.C. § 1409; and this Court having found that Highland's notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and, this Court having determined that the legal and factual bases set forth in the Motion establish good cause for the relief granted herein for the reasons set forth on the record during the Hearing; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Stay is hereby extended until a court of competent jurisdiction enters final, non-appealable orders resolving the Appeals (the "Resolution Orders");
2. HMIT is directed to seek a further status conference in connection with the Motion for Leave within ten (10) days of the entry of the Resolution Orders;
3. The Court shall retain exclusive jurisdiction with respect to all matters arising from or relating to the implementation, interpretation, and enforcement of this Order.

###End of Order###



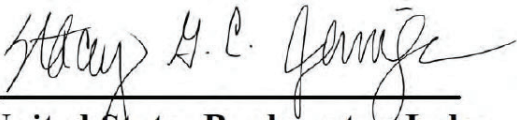
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

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FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

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Reorganized Debtor.

Chapter 11

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to 28 U.S.C. § 1409; and this Court having found that Highland's notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and, this Court having determined that the legal and factual bases set forth in the Motion establish good cause for the relief granted herein for the reasons set forth on the record during the Hearing; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Stay is hereby extended until a court of competent jurisdiction enters final, non-appealable orders resolving the Appeals (the "Resolution Orders");
2. HMIT is directed to seek a further status conference in connection with the Motion for Leave within ten (10) days of the entry of the Resolution Orders;
3. The Court shall retain exclusive jurisdiction with respect to all matters arising from or relating to the implementation, interpretation, and enforcement of this Order.

###End of Order###

**U.S. Bankruptcy Court
Northern District of Texas (Dallas)
Bankruptcy Petition #: 19-34054-sgj11**

Assigned to: Chief Bankruptcy Jud Stacey G Jernigan
Chapter 11
Voluntary
Asset

Date filed: 10/16/2019
Date Plan Confirmed: 02/22/2021
Date transferred: 12/04/2019
Plan confirmed: 02/22/2021
341 meeting: 01/09/2020
Deadline for filing claims: 04/08/2020
Deadline for filing claims (govt.): 04/13/2020

Debtor

Highland Capital Management, L.P.
100 Crescent Court
Suite 1850
Dallas, TX 75201
DALLAS-TX

represented by **Omar Jesus Alaniz**
Reed Smith
2850 N. Harwood St.
Suite 1500
Dallas, TX 75201
469-680-4292
Fax : 469-680-4299
Email: oolaniz@reedsmith.com

Zachery Z. Annable

Hayward PLLC
10501 N. Central Expressway
Suite 106
Dallas, TX 75231
(972) 755-7108
Fax : (972) 755-7108
Email: zannable@haywardfirm.com

Kenneth H. Brown

Pachulski Stang Ziehl & Jones LLP
150 California Street, 15th Floor
San Francisco, CA 94111-4500
415-263-7000
Fax : 415-263-7010
Email: sdhibbard@JonesDay.com

David Grant Crooks

Fox Rothschild LLP
Saint Ann Court
2501 N. Harwood Street
Ste 1800
Dallas, TX 75201
972-991-0889
Fax : 972-404-0516
Email: dcrooks@foxrothschild.com

Gregory V. Demo

Pachulski Stang Ziehl & Jones L.L.P.

780 Third Avenue
New York, NY 10017-2024
(212) 561-7700
Fax : (212) 561-7777
Email: gdemo@pszjlaw.com

Jeffrey M. Dine
Pachulski Stang Ziehl & Jones LLP
780 Third Avenue
34th Floor
New York, NY 10017
212-561-7735
Fax : 212-561-7777

Robert Joel Feinstein
Pachulski Stang Ziehl & Jones LLP
780 Third Avenue, 34th Floor
New York, NY 10017-2024
(212) 561-7700
Fax : (212) 561-7777
Email: rfeinstein@pszjlaw.com

Eric Thomas Haitz
Gibson, Dunn & Crutcher LLP
811 Main Street, Suite 3000
Houston, TX 77002
346-718-6648
Email: eric.haitz@bondsellis.com
TERMINATED: 12/09/2019

Melissa S. Hayward
Hayward PLLC
10501 N. Central Expy, Ste. 106
Dallas, TX 75231
972-755-7104
Fax : 972-755-7104
Email: MHayward@HaywardFirm.com

Hayward & Associates PLLC
10501 N. Central Expwy., Ste 106
Dallas, TX 75231

Juliana Hoffman
Sidley Austin LLP
2021 McKinney Avenue, Suite 2000
Dallas, TX 75201
(214) 969-3581
Fax : (214) 981-3400
Email: jhoffman@sidley.com

Ira D Kharasch
10100 Santa Monica Boulevard
13th Floor
Los Angeles, CA 90067

310-227-6910
Fax : 310-201-0760
Email: ikharasch@pszjlaw.com

Alan J. Kornfeld

Pachulski Stang Ziehl & Jones LLPL
10100 Santa Monica Blvd., 13 Fl
Los Angeles, CA 90067
310-277-6910
Fax : 301-201-0760

Jordan A. Kroop

PACHULSKI STANG ZIEHL &
JONES LLP
780 Third Avenue
34th Floor
New York, NY 10017-2024
212-561-7700
Fax : 212-561-7777
Email: jkroop@pszjlaw.com

Maxim B Litvak

Pachulski Stang Ziehl & Jones LLP
150 California Street
15th Floor
San Francisco, CA 94111
415-263-7000
Email: mlitvak@pszjlaw.com

Brent Ryan McIlwain

Holland & Knight LLP
300 Crescent Court
Suite 1100
Dallas, TX 75201
2149649481
Fax : 2149649501
Email: brent.mcilwain@hklaw.com

John A Morris

Pachulski Stang Ziehl & Jones LLP
780 Third Avenue
Ste 34th Floor
New York, NY 10017
212-561-7760
Fax : 212-561-7777
Email: jmorris@pszjlaw.com

James E. O'Neill

Pachulski Stang Ziehl & Jones LLP
919 North Market Street, 17th Fl.
Wilmington, DE 19801
302-652-4100
Fax : 302-652-4400
Email: joneill@pszjlaw.com

Jeffrey N. Pomerantz

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
310-277-6910
Fax : 310-201-0760
Email: jpomerantz@pszjlaw.com

Jeffrey Nathan Pomerantz

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd., 11th Floor
Los Angeles, CA 90067
(310) 277-6910
Fax : (310) 201-0760
Email: jpomerantz@pszjlaw.com

Lindsey Lee Robin

Reed Smith
2850 N. Harwood St.
Suite 1500
Dallas, TX 75201
469-680-4222
Fax : 469-680-4299
Email: lrobin@reedsmith.com

Mark Stancil

Willkie Farr & Gallagher LLP
1875 K Street, NW
Washington, DC 20006
202-303-1133
Fax : 202-303-2133
Email: mstancil@willkie.com

Elissa A. Wagner

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067-4003
310-277-6910
Fax : 310-201-0760

Hayley R Winograd

Pachulski Stang Ziehl & Jones LLP
780 Third Avenue, 34th Floor
New York, NY 10017
212-561-7732
Email: hayleywinograd@gmail.com

U.S. Trustee

United States Trustee
1100 Commerce Street
Room 976
Dallas, TX 75202

represented by **Lisa L. Lambert**

Office of the United States Trustee
1100 Commerce St., Rm. 976
Dallas, TX 75242
(214) 767-8967 ext 1080
Fax : (214) 767-8971

Creditor Committee
Official Committee of Unsecured Creditors

represented by **Sean M. Beach**
YOUNG CONAWAY STARGATT &
TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, DE 19801
302-571-6600
Email: bankfilings@ycst.com

Jessica Boelter
SIDLEY AUSTIN LLP
787 Seventh Avenue
New York, NY 10019
212-839-5300
Fax : 212-839-5599
Email: jboelter@sidley.com

Matthew A. Clemente
Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
(312) 853-7539
Email: mclemente@sidley.com

David Grant Crooks
(See above for address)

Gregory V. Demo
(See above for address)

Bojan Guzina
SIDLEY AUSTIN LLP
One South Dearborn Street
Chicago, IL 60603
312-853-7323
Fax : 312-853-7036
Email: bguzina@sidley.com

Bojan Guzina
Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603
3128537323
Email: bguzina@sidley.com

Juliana Hoffman
(See above for address)

Paige Holden Montgomery
Sidley Austin LLP
2021 McKinney Avenue
Suite 2000

Dallas, TX 75201
214-969-3500
Fax : 214-981-3400
Email: pmontgomery@sidley.com

Edmon L. Morton
YOUNG CONAWAY STARGATT &
TAYLOR, LLP
1000 North King Street
Wilmington, DE 19801
302-571-6637
Fax : 302-571-1253
Email: emorton@ycst.com

Michael R. Nestor
YOUNG CONAWAY STARGATT &
TAYLOR, LL
Rodney Square
1000 North King Street
Wilmington, DE 19801
302-571-6600
Email: mnestor@ycst.com

Charles Martin Persons, Jr.
Sidley Austin LLP
2020 McKinney Avenue, Suite 2000
Dallas, TX 75210
(214) 981-3300
Fax : (214) 981-3400
Email: cpersons@sidley.com

Jeffrey N. Pomerantz
(See above for address)

Penny Packard Reid
Sidley Austin LLP
2021 McKinney Avenue, Suite 2000
Dallas, TX 75201
(214) 981-3413
Fax : (214) 981-3400
Email: preid@sidley.com

Alyssa Russell
Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
(312) 853-7422
Fax : (312) 853-7036
Email: alyssa.russell@sidley.com

Dennis M. Twomey
Sidley Austin, LLP
One South Dearborn Street
Chicago, IL 60603

(312) 853-7438

Fax : (312) 853-7036

Email: dtwomey@sidley.com**Jaclyn C. Weissgerber**YOUNG CONAWAY STARGATT &
TAYLOR, LLP

Rodney Square

1000 North King Street

Wilmington, DE 19801

302-571-6600

Email: bankfilings@ycst.com**Sean M. Young Conway Stargatt &
Taylor, LLP**

Young Conway Stargatt & Taylor, LLP

Rodney Square

1000 North King Street

Wilmington, DE 19801

302-571-6600

Email: sbeach@ycst.com

Filing Date	Docket Text
12/04/2019	<p>1 (2 pgs) Order transferring case number 19-12239 from U.S. Bankruptcy Court for the District of Delaware Filed by Highland Capital Management, L.P. (Okafor, M.)</p>
12/04/2019	<p>2 (15 pgs) DOCKET SHEET filed in 19-12239 in the U.S. Bankruptcy Court for Delaware . (Okafor, M.)</p>
12/04/2019	<p>3 (106 pgs; 2 docs) Chapter 11 Voluntary Petition . Fee Amount \$1717. Filed by Highland Capital Management, L.P.. (Attachments: # 1 Creditor Matrix) [ORIGINALLY FILED AS DOCUMENT #1 ON 10/16/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>4 (31 pgs; 2 docs) Motion to Pay Employee Wages /Motion of the Debtors for Entry of Order (I) Authorizing the Debtor to (A) Pay and Honor Prepetition Compensation, Reimbursable Business Expenses, and Employee Benefit Obligations, and (B) Maintain and Continue Certain Compensation and Benefit Programs Postpetition; and (II) Granting Related Relief Filed Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A - Proposed Order) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #2 ON 10/16/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>5 (23 pgs; 2 docs) Motion to Pay Critical Trade Vendor Claims /Motion of the Debtor for Entry of Interim and Final Orders (A) Authorizing Debtor to Pay Prepetition Claims of Critical Vendors and (B) Granting Related Relief Filed By Highland Capital Management, L.P. (Attachments: # 1 Exhibit A - Proposed Order)(O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #3 ON 10/16/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE]</p>
12/04/2019	<p>6 (9 pgs; 2 docs) Motion to Extend Deadline to File Schedules or Provide Required Information Filed by Highland Capital Management, L.P.(Attachments: # 1 Exhibit A - Proposed Order) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #4 ON 10/16/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE](Okafor, M.)</p>

12/04/2019	<p>● 7 (24 pgs; 2 docs) Motion to Maintain Bank Accounts /Motion of the Debtor for Interim and Final Orders Authorizing (A) Continuance of Existing Cash Management System and Brokerage Relationships, (B) Continued Use of the Prime Account, (C) Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (D) Granting Related Relief Filed By Highland Capital Management, L.P. (Attachments: # 1 Exhibit A - Interim Order) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #5 ON 10/16/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>● 8 (32 pgs; 2 docs) **WITHDRAWN** - 10/29/2019. SEE DOCKET # 72. Motion to Approve Use of Cash Collateral /Motion of Debtor for Entry of Interim and Final Orders (A) Authorizing the Use of Cash Collateral, (B) Providing Adequate Protection, (C) Authorizing the Liquidation of Securities, (D) Modifying the Automatic Stay, and (E) Scheduling a Final Hearing Filed By Highland Capital Management, L.P. (Attachments: # 1 Exhibit A - Order)(O'Neill, James) Modified on 10/30/2019 (DMC) [ORIGINALLY FILED AS DOCUMENT #6 ON 10/16/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE]</p>
12/04/2019	<p>● 9 (36 pgs; 4 docs) Application to Appoint Claims/Noticing Agent KURTZMAN CARSON CONSULTANTS, LLC Filed By Highland Capital Management, L.P. (Attachments: # 1 Exhibit A - Engagement Agreement # 2 Exhibit B - Gershbein Declaration # 3 Exhibit C - Proposed Order) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #7 ON 10/16/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>● 10 (10 pgs; 2 docs) Motion to File Under Seal/Motion of the Debtor for Entry of Interim and Final Orders Authorizing the Debtor to File Under Seal Portions of Its Creditor Matrix Containing Employee Address Information Filed by Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A - Proposed Order) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #8 ON 10/16/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>● 11 (44 pgs) Affidavit/Declaration in Support of First Day Motion /Declaration of Frank Waterhouse in Support of First Day Motions Filed By Highland Capital Management, L.P. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #9 ON 10/16/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE](Okafor, M.)</p>
12/04/2019	<p>● 12 (3 pgs) Notice of Hearing on First Day Motions (related document(s)2, 3, 5, 6, 7, 8, 9 [ON DELAWARE DOCKET]) Filed by Highland Capital Management, L.P.. Hearing scheduled for 10/18/2019 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #11 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>● 13 (15 pgs; 2 docs) Notice of Hearing // Notice of Interim Hearing on Motion of Debtor for Entry of Interim and Final Orders (A) Authorizing the Use of Cash Collateral, (B) Providing Adequate Protection, (C) Authorizing the Liquidation of Securities, (D) Modifying the Automatic Stay, and (E) Scheduling a Final Hearing (related document(s)6) Filed by Highland Capital Management, L.P.. Hearing scheduled for 10/18/2019 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. (Attachments: # 1 Exhibit A) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #12 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>● 14 (3 pgs) Notice of Agenda of Matters Scheduled for Hearing Filed by Highland Capital Management, L.P.. Hearing scheduled for 10/18/2019 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #13 ON 10/16/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>● 15 (3 pgs) Notice of appearance Filed by Alvarez & Marsal CRF Management, LLC, as Investment Manager of the Highland Crusader Funds (Beach, Sean) [ORIGINALLY FILED AS DOCUMENT #14</p>

	ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	<p>16 (1 pg) Motion to Appear pro hac vice of Marshall R. King of Gibson, Dunn & Crutcher LLP. Receipt Number 2757354, Filed by Alvarez & Marsal CRF Management, LLC, as Investment Manager of the Highland Crusader Funds. (Beach, Sean) [ORIGINALLY FILED AS DOCUMENT #15 ON 10/1/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>17 (1 pg) Motion to Appear pro hac vice of Michael A. Rosenthal of Gibson, Dunn & Crutcher LLP. Receipt Number 2624495, Filed by Alvarez & Marsal CRF Management, LLC, as Investment Manager of the Highland Crusader Funds. (Beach, Sean) [ORIGINALLY FILED AS DOCUMENT #16 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>18 (1 pg) Motion to Appear pro hac vice of Alan Moskowitz of Gibson, Dunn & Crutcher LLP. Receipt Number 2624495, Filed by Alvarez & Marsal CRF Management, LLC, as Investment Manager of the Highland Crusader Funds. (Beach, Sean) [ORIGINALLY FILED AS DOCUMENT #17 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>19 (1 pg) Motion to Appear pro hac vice of Matthew G. Bouslog of Gibson, Dunn & Crutcher LLP. Receipt Number 2581894, Filed by Alvarez & Marsal CRF Management, LLC, as Investment Manager of the Highland Crusader Funds. (Beach, Sean) [ORIGINALLY FILED AS DOCUMENT #18 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>20 (3 pgs) Notice of Appearance and Request for Notice by Louis J. Cisz filed by Interested Party California Public Employees Retirement System (CalPERS) . (Okafor, M.) [ORIGINALLY FILED AS DOCUMENT #19 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE]</p>
12/04/2019	<p>21 (1 pg) Motion to Appear pro hac vice (Jeffrey N. Pomerantz). Receipt Number 2564620, Filed by Highland Capital Management, L.P.. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #20 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>22 (1 pg) Motion to Appear pro hac vice (Maxim B. Litvak). Receipt Number 2564620, Filed by Highland Capital Management, L.P. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #21 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>23 (1 pg) Motion to Appear pro hac vice (Ira D. Kharasch). Receipt Number DEX032537, Filed by Highland Capital Management, L.P.. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #22 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>24 (1 pg) Motion to Appear pro hac vice (Gregory V. Demo). Receipt Number DEX032536, Filed by Highland Capital Management, L.P. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #23 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>25 (1 pg) Motion to Appear pro hac vice of Marc B. Hankin. Receipt Number 2757358, Filed by Redeemer Committee of the Highland Crusader Fund. (Miller, Curtis) [ORIGINALLY FILED AS DOCUMENT #24 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE](Okafor, M.)</p>
12/04/2019	<p>26 (1 pg) Order Approving Motion for Admission pro hac vice Marshall R. King of Gibson(Related Doc # 15) Order Signed on 10/17/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #25 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>27 (1 pg) Order Approving Motion for Admission pro hac vice Michael A. Rosenthal (Related Doc # 16) Order Signed on 10/17/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #26 ON 10/17/2019 IN</p>

	U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	28 (1 pg) Order Approving Motion for Admission pro hac vice Alan Moskowitz (Related Doc # 17) Order Signed on 10/17/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #27 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	29 (1 pg) Order Approving Motion for Admission pro hac vice Matthew G. Bouslog(Related Doc # 18) Order Signed on 10/17/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #28 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	30 (1 pg) Order Approving Motion for Admission pro hac vice Jeffrey N. Pomerantz (Related Doc # 20) Order Signed on 10/17/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #29 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	31 (1 pg) Order Approving Motion for Admission pro hac vice Maxim B. Litvak (Related Doc # 21) Order Signed on 10/17/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #30 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	32 (1 pg) Order Approving Motion for Admission pro hac vice Ira D. Kharasch (Related Doc # 22) Order Signed on 10/17/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #31 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	33 (1 pg) Order Approving Motion for Admission pro hac vice Gregory V. Demo(Related Doc # 23) Order Signed on 10/17/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #32 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	34 (1 pg) Order Approving Motion for Admission pro hac vice Marc B. Hankin(Related Doc # 24) Order Signed on 10/17/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #33 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	35 (7 pgs) Certificate of Service of: 1) Notice of Hearing on First Day Motions; 2) Notice of Interim Hearing on Motion of Debtor for Entry of Interim and Final Orders (A) Authorizing the Use of Cash Collateral, (B) Providing Adequate Protection, (C) Authorizing the Liquidation of Securities, (D) Modifying the Automatic Stay, and (E) Scheduling a Final Hearing; and 3) Notice of Agenda for Hearing of First Day Motions Scheduled for October 18, 2019 at 10:00 a.m. (related document(s)11, 12, 13) Filed by Highland Capital Management, L.P.. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #34 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	36 (1 pg) Motion to Appear pro hac vice (John A. Morris). Receipt Number 2635868, Filed by Highland Capital Management, L.P.. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #35 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE](Okafor, M.)
12/04/2019	37 (3 pgs) Notice of Appearance and Request for Notice by Richard B. Levin , Marc B. Hankin , Kevin M. Coen , Curtis S. Miller filed by Interested Party Redeemer Committee of the Highland Crusader Fund . (Miller, Curtis) [ORIGINALLY FILED AS DOCUMENT #36 ON 10/17/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE](Okafor, M.)
12/04/2019	38 (1 pg) Order Approving Motion for Admission pro hac vice John A. Morris(Related Doc # 35) Order Signed on 10/18/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #38 ON 10/18/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	39 (5 pgs) Order (I) Authorizing the Debtor to (A) Pay and Honor Prepetition Compensation, Reimbursable Business Expenses, and Employee Benefit Obligations, and (B) Maintain and Continue Certain Compensation and Benefit Programs Postpetition; and (II) Granting Related Relief. (related

	document(s)2) Order Signed on 10/18/2019. (NAB) [ORIGINALLY FILED AS DOCUMENT #39 ON 10/18/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	40 (9 pgs; 2 docs) Interim Order (A) Authorizing the Debtor to Pay Certain Prepetition Claims of Critical Vendors and (B) Granting Related Relief (Related Doc 3) Order Signed on 10/18/2019 (Attachments: # 1 Agreement)) (NAB) Modified Text on 10/21/2019 (LB) [ORIGINALLY FILED AS DOCUMENT #40 ON 10/18/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	41 (3 pgs) Notice of Appearance and Request for Notice by Eric Thomas Haitz filed by Debtor Highland Capital Management, L.P.. (Haitz, Eric)
12/04/2019	42 (7 pgs) Interim Order Authorizing (A) Continuance of Existing Cash Management System, (B) Continued Use of the Prime Account, (C) Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (D) Granting Related Relief. (Related Doc 5) Order Signed on 10/18/2019. (JS) Modified Text on 10/21/2019 (LB). [ORIGINALLY FILED AS DOCUMENT #42 ON 10/18/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	43 (6 pgs) Order Appointing Kurtzman Carson Consultants, LLC as Claims and Noticing Agent for the Debtors Pursuant to 28 U.S.C. §156(C), 11 U.S.C. §105(A), and Local Rule 2002-1(F) (Related Doc # 7) Order Signed on 10/18/2019. (JS) [ORIGINALLY FILED AS DOCUMENT #43 ON 10/18/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	44 (3 pgs) Interim Order Authorizing the Debtor to File Under Seal Portions of Its Creditor Matrix Containing Employee Address Information. (Related Doc # 8) Order Signed on 10/18/2019. (JS) [ORIGINALLY FILED AS DOCUMENT #44 ON 10/18/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	45 (1 pg) Notice of Appearance and Request for Notice by Elizabeth Weller filed by Irving ISD , Grayson County , Upshur County , Dallas County , Tarrant County , Kaufman County , Rockwall CAD , Allen ISD , Fannin CAD , Coleman County TAD . (Okafor, M.)
12/04/2019	46 (4 pgs) Notice of hearing/ <i>scheduling conference</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1 Order transferring case number 19-12239 from U.S. Bankruptcy Court for the District of Delaware Filed by Highland Capital Management, L.P. (Okafor, M.)). Status Conference to be held on 12/6/2019 at 09:30 AM at Dallas Judge Jernigan Ctrm. (Haitz, Eric)
12/04/2019	47 (40 pgs; 3 docs) Notice of Service // Notice of Entry of Order on Motion of Debtor for Entry of Order (I) Authorizing the Debtor to (A) Pay and Honor Prepetition Compensation, Reimbursable Business Expenses, and Employee Benefit Obligations, and (B) Maintain and Continue Certain Compensation and Benefit Programs Postpetition; and (II) Granting Related Relief (related document(s)2, 39) Filed by Highland Capital Management, L.P.. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #47 ON 10/18/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	48 (83 pgs; 4 docs) Notice of Service // Notice of Entry of Order on Application for an Order Appointing Kurtzman Carson Consultants LLC as Claims and Noticing Agent for the Debtor Pursuant to 28 U.S.C. §156(C), 11 U.S.C. §105(A), and Local Rule 2002-1(F) (related document(s)7, 43) Filed by Highland Capital Management, L.P.. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #48 ON 10/18/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) Additional attachment(s) added on 12/9/2019 (Okafor, M.).
12/04/2019	49 (13 pgs; 2 docs) Notice of Hearing // Notice of Motion of Debtor for Entry of an Order (I) Extending Time to File Schedules of Assets and Liabilities, Schedules of Executory Contracts and Unexpired Leases, and Statement of Financial Affairs, and (II) Granting Related Relief (related

	document(s)4) Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019.(Attachments: # 1 Exhibit 1) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #49 ON 10/18/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	50 (37 pgs; 3 docs) Notice of Hearing // Notice of Entry of Interim Order and Final Hearing on Motion of Debtor for Entry of Interim and Final Orders (A) Authorizing Debtor to Pay Prepetition Claims of Critical Vendors and (B) Granting Related Relief (related document(s)3, 40) Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #50 ON 10/18/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	51 (36 pgs; 3 docs) Notice of Hearing // Notice of Entry of Interim Order and Final Hearing on Motion of Debtor for Entry of Interim and Final Orders Authorizing (A) Continuance of Existing Cash Management System and Brokerage Relationships, (B) Continued Use of the Prime Account, (C) Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (D) Granting Related Relief (related document(s)5, 42) Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019 (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #51 ON 10/18/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	52 (22 pgs; 3 docs) Notice of Hearing // Notice of Entry of Interim Order and Final Hearing on Motion of Debtor for Entry of Interim and Final Orders Authorizing Debtor to File Under Seal Portions of Its Creditor Matrix Containing Employee Address Information (related document(s)8, 44) Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #52 ON 10/18/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	53 (36 pgs; 2 docs) Notice of Hearing // Notice of Motion of Debtor for Entry of Interim and Final Orders (A) Authorizing the Use of Cash Collateral, (B) Providing Adequate Protection, (C) Authorizing the Liquidation of Securities, (D) Modifying the Automatic Stay, and (E) Scheduling a Final Hearing (related document(s)6) Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/7/2019 at 03:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 10/31/2019. (Attachments: # 1 Exhibit 1) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #53 ON 10/18/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	54 (7 pgs) Affidavit/Declaration of Service for service of (1) [Signed] Order Approving Motion for Admission pro hac vice Jeffrey N. Pomerantz [Docket No. 29]; (2) [Signed] Order Approving Motion for Admission pro hac vice Maxim B. Litvak [Docket No. 30]; (3) [Signed] Order Approving Motion for Admission pro hac vice Ira D. Kharasch [Docket No. 31]; (4) [Signed] Order Approving Motion for Admission pro hac vice Gregory V. Demo [Docket No. 32]; (5) [Signed] Order Approving Motion for Admission pro hac vice John A. Morris [Docket No. 38]; (6) Notice of Entry of Order on Motion of Debtor for Entry of Order (I) Authorizing the Debtor to (A) Pay and Honor Prepetition Compensation, Reimbursable Business Expenses, and Employee Benefit Obligations, and (B) Maintain and Continue Certain Compensation and Benefit Programs Postpetition; and (II) Granting Related Relief [Docket No. 47]; (7) Notice of Entry of Order on Application for an Order Appointing Kurtzman Carson Consultants LLC as Claims and Noticing Agent for the Debtor Pursuant to 28 U.S.C. §156(C), 11 U.S.C. §105(A), and Local Rule 2002-1(F) [Docket No. 48]; (8) Notice of Motion of Debtor for Entry of an Order (I) Extending Time to File Schedules of Assets and Liabilities, Schedules of Executory Contracts and Unexpired Leases, and Statement of Financial Affairs, and (II) Granting Related Relief [Docket No. 49]; (9) Notice of Entry of Interim Order and Final Hearing on Motion of Debtor for Entry of Interim and Final Orders (A) Authorizing Debtor to Pay Prepetition Claims of Critical Vendors and (B) Granting Related Relief [Docket No. 50]; (10) Notice of Entry of Interim Order and Final Hearing on Motion of Debtor for Entry of Interim

	and Final Orders Authorizing (A) Continuance of Existing Cash Management System and Brokerage Relationships, (B) Continued Use of the Prime Account, (C) Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (D) Granting Related Relief [Docket No. 51]; (11) Notice of Entry of Interim Order and Final Hearing on Motion of Debtor for Entry of Interim and Final Orders Authorizing Debtor to File Under Seal Portions of Its Creditor Matrix Containing Employee Address Information [Docket No. 52]; and (12) Notice of Motion of Debtor for Entry of Interim and Final Orders (A) Authorizing the Use of Cash Collateral, (B) Providing Adequate Protection, (C) Authorizing the Liquidation of Securities, (D) Modifying the Automatic Stay, and (E) Scheduling a Final Hearing [Docket No. 53] (related document(s) 29, 30, 31, 32, 38, 47, 48, 49, 50, 51, 52, 53) Filed by Highland Capital Management, L.P. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #55 ON 10/21/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M)
12/04/2019	55 (4 pgs; 2 docs) Notice of Appearance and Request for Notice by Josef W. Mintz , John E. Lucian , Phillip L. Lamberson , Rakhee V. Patel filed by Acis Capital Management, L.P. , Acis Capital Management GP, LLC . (Attachments: # 1 Certificate of Service) (Mintz, Josef) [ORIGINALLY FILED AS DOCUMENT #56 ON 10/22/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE](Okafor, M.)
12/04/2019	56 (1 pg) Motion to Appear pro hac vice of Rakhee V. Patel of Winstead PC. Receipt Number 3112761165, Filed by Acis Capital Management GP LLC, Acis Capital Management, L.P.. (Mintz, Josef) [ORIGINALLY FILED AS DOCUMENT #57 ON 10/22/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	57 (1 pg) Motion to Appear pro hac vice of Phillip Lamberson of Winstead PC. Receipt Number 3112761165, Filed by Acis Capital Management GP LLC, Acis Capital Management, L.P.. (Mintz, Josef) [ORIGINALLY FILED AS DOCUMENT #58 ON 10/22/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	58 (1 pg) Motion to Appear pro hac vice of John E. Lucian of Blank Rome LLP. Receipt Number 3112548736, Filed by Acis Capital Management GP LLC, Acis Capital Management, L.P.. (Mintz, Josef) [ORIGINALLY FILED AS DOCUMENT #59 ON 10/22/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	59 (4 pgs; 3 docs) Notice of Appearance and Request for Notice by Michael I. Baird filed by Interested Party Pension Benefit Guaranty Corporation . (Attachments: # 1 Certification of United States Government Attorney # 2 Certificate of Service) (Baird, Michael) [ORIGINALLY FILED AS DOCUMENT #60 ON 10/23/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE](Okafor, M.)
12/04/2019	60 (1 pg) Order Granting Motion for Admission pro hac vice for Rakhee V. Patel (Related Doc # 57) Order Signed on 10/24/2019. (DRG) [ORIGINALLY FILED AS DOCUMENT #61 ON 10/24/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	61 (1 pg) Order Granting Motion for Admission pro hac vice of John E. Lucian (Related Doc # 59) Order Signed on 10/24/2019. (DRG) [ORIGINALLY FILED AS DOCUMENT #62 ON 10/24/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	62 (1 pg) Order Granting Motion for Admission pro hac vice of Phillip Lamberson (Related Doc # 58) Order Signed on 10/24/2019. (DRG) [ORIGINALLY FILED AS DOCUMENT #63 ON 10/24/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)
12/04/2019	63 (2 pgs) Notice of Appearance and Request for Notice by Michael L. Vild filed by Creditor Patrick Daugherty . (Vild, Michael) [ORIGINALLY FILED AS DOCUMENT #64 ON 10/24/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)

12/04/2019	<p>64 (1 pg) Notice of Appointment of Creditors' Committee Filed by U.S. Trustee. (Leamy, Jane) [ORIGINALLY FILED AS DOCUMENT #65 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>65 (1 pg) Request of US Trustee to Schedule Section 341 Meeting of Creditors November 20,2019 at 9:30 a.m. Filed by U.S. Trustee. (Leamy, Jane) [ORIGINALLY FILED AS DOCUMENT #66 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>66 (2 pgs) Notice of Meeting of Creditors/Commencement of Case Filed by Highland Capital Management, L.P.. 341(a) meeting to be held on 11/20/2019 at 09:30 AM at J. Caleb Boggs Federal Building, 844 King St., Room 3209, Wilmington, Delaware. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #67 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>67 (27 pgs; 4 docs) Motion to Authorize /Motion of the Debtor for Entry of an Order (I) Authorizing Bradley D. Sharp to Act as Foreign Representative Pursuant to 11 U.S.C. Section 1505 and (II) Granting Related Relief Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Form of Order # 3 Certificate of Service and Service List) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #68 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>68 (48 pgs; 8 docs) Application/Motion to Employ/Retain Foley Gardere, Foley & Lardner LLP as Special Texas Counsel Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A # 3 Exhibit B # 4 Exhibit C - Proposed Order # 5 2016 Statement # 6 Declaration Frank Waterhouse # 7 Certificate of Service) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #69 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)</p>
12/04/2019	<p>69 (37 pgs; 7 docs) **WITHDRAWN per 437. Application/Motion to Employ/Retain Lynn Pinker Cox & Hurst LLP as Special Texas Litigation Counsel Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Hurst Declaration # 3 Exhibit B - Proposed Order # 4 2016 Statement # 5 Declaration Frank Waterhouse # 6 Certificate of Service) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #70 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) Modified on 2/11/2020 (Ecker, C.). (Entered: 12/05/2019)</p>
12/04/2019	<p>70 (35 pgs; 7 docs) Application/Motion to Employ/Retain Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession Nunc Pro Tunc to the Petition Date Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019(Attachments: # 1 Notice # 2 Rule 2016 Statement # 3 Declaration of Jeffrey N. Pomerantz in Support # 4 Declaration of Frank Waterhouse # 5 Proposed Form of Order # 6 Certificate of Service and Service List) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #71 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Main Document 70 replaced on 2/16/2022) (Okafor, Marcey). Additional attachment(s) added on 2/16/2022 (Okafor, Marcey). (Entered: 12/05/2019)</p>
12/04/2019	<p>71 (9 pgs; 2 docs) Notice of Withdrawal of Motion of Debtor for Entry of Interim and Final Orders (A) Authorizing the Use of Cash Collateral, (B) Providing Adequate Protection, (C) Authorizing the Liquidation of Securities, (D) Modifying the Automatic Stay, and (E) Scheduling a Final Hearing (related document(s)6) Filed by Highland Capital Management, L.P. (Attachments: # 1 Certificate of Service and Service List) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #72 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>

12/04/2019	<p>● 72 (28 pgs; 4 docs) Motion for Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Certificate of Service and Service List) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #73 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>● 73 (41 pgs; 5 docs) Application/Motion to Employ/Retain Kurtzman Carson Consultants as Administrative Advisor Effective Nunc Pro Tunc to the Petition Date Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - Gershbein Declaration # 4 Certificate of Service and Service List) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #74 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>● 74 (48 pgs; 6 docs) Application/Motion to Employ/Retain Development Specialists, Inc. as Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services, Nunc Pro Tunc As of the Petition Date Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Engagement Letter # 3 Exhibit B - Sharp Declaration # 4 Exhibit C - Proposed Order # 5 Certificate of Service and Service List) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #75 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>● 75 (37 pgs; 6 docs) Motion to Authorize /Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtors in the Ordinary Course of Business Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - OCP List # 4 Exhibit C - Form of Declaration of Disinterestedness # 5 Certificate of Service and Service List) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #76 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>● 76 (99 pgs; 6 docs) **WITHDRAWN by # 360** Motion to Approve /Precautionary Motion of the Debtor for Order Approving Protocols for the Debtor to Implement Certain Transactions in the Ordinary Course of Business Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Appendix I # 3 Appendix II # 4 Proposed Form of Order # 5 Certificate of Service and Service List) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #77 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) Modified on 1/16/2020 (Ecker, C.). (Entered: 12/05/2019)</p>
12/04/2019	<p>● 77 (2 pgs) Notice of Appearance and Request for Notice by William A. Hazeltine filed by Interested Party Hunter Mountain Trust . (Okafor, M.) (Hazeltine, William) [ORIGINALLY FILED AS DOCUMENT #78 ON 10/30/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.). (Entered: 12/05/2019)</p>
12/04/2019	<p>● 78 (2 pgs) Notice of Meeting of Creditors/Commencement of Case (Corrected) Filed by Highland Capital Management, L.P.. 341(a) meeting to be held on 11/20/2019 at 09:30 AM at J. Caleb Boggs Federal Building, 844 King St., Room 3209, Wilmington, Delaware. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #79 ON 10/30/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>● 79 (1 pg) Motion to Appear pro hac vice of Brian P. Shaw of Rogge Dunn Group. Receipt Number 0311-27677, Filed by Acis Capital Management GP LLC, Acis Capital Management, L.P. (Bibiloni, Jose)</p>

	[ORIGINALLY FILED AS DOCUMENT #80 ON 10/30/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	80 (4 pgs; 2 docs) Amended Notice of Appearance. The party has consented to electronic service. Filed by Acis Capital Management GP LLC, Acis Capital Management, L.P. (Attachments: # 1 Certificate of Service) (Bibiloni, Jose) [ORIGINALLY FILED AS DOCUMENT #81 ON 10/30/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	81 (3 pgs) Notice of Appearance and Request for Notice by Jessica Boelter , Alyssa Russell , Matthew A. Clemente , Bojan Guzina filed by Creditor Committee Official Committee of Unsecured Creditors . (Guzina, Bojan) [ORIGINALLY FILED AS DOCUMENT #82 ON 10/30/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	82 (21 pgs; 2 docs) Initial Reporting Requirements /Initial Monthly Operating Report of Highland Capital Management, LP Filed by Highland Capital Management, L.P.. (Attachments: # 1 Certificate of Service and Service List) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #83 ON 10/31/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	83 (1 pg) Order Approving Motion for Admission pro hac vice Brian P. Shaw(Related Doc # 80) Order Signed on 11/1/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #84 ON 11/01/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	84 (4 pgs; 2 docs) Notice of Appearance and Request for Notice by Sarah E. Silveira , Michael J. Merchant , Asif Attarwala , Jeffrey E. Bjork filed by Interested Parties UBS AG London Branch , UBS Securities LLC . (Attachments: # 1 Certificate of Service) (Merchant, Michael) [ORIGINALLY FILED AS DOCUMENT #85 ON 11/01/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	85 (159 pgs; 6 docs) Motion to Change Venue/Inter-district Transfer Filed by Official Committee of Unsecured Creditors. (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E - Certificate of Service) (Guzina, Bojan)[ORIGINALLY FILED AS DOCUMENT #86 ON 11/01/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	86 (15 pgs; 3 docs) Emergency Motion to Shorten Notice With Respect To The Motion Of Official Committee Of Unsecured Creditors To Transfer Venue Of This Case To The United States Bankruptcy Court For The Northern District Of Texas (related document(s)86) Filed by Official Committee of Unsecured Creditors. (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Certificate of Service) (Guzina, Bojan) [ORIGINALLY FILED AS DOCUMENT #87 ON 11/01/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	87 (1 pg) Order Denying Emergency Motion to Shorten Notice With Respect to The Motion of Official Committee of Unsecured Creditors to Transfer Venue of This Case to the United States Bankruptcy Court for the Northern District Of Texas (Related Doc # 87) Order Signed on 11/4/2019. (JS) [ORIGINALLY FILED AS DOCUMENT #88 ON 11/04/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	88 (3 pgs) Notice of Appearance. The party has consented to electronic service. Filed by Jefferies LLC. (Bowden, William) [ORIGINALLY FILED AS DOCUMENT #89 ON 11/04/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	89 (1 pg) Motion to Appear pro hac vice of Patrick C. Maxcy. Receipt Number 2770240, Filed by Jefferies LLC. (Bowden, William) [ORIGINALLY FILED AS DOCUMENT #90 ON 11/04/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)

12/04/2019	90 (1 pg) Motion to Appear pro hac vice of Lauren Macksoud. Receipt Number 2770389, Filed by Jefferies LLC. (Bowden, William) [ORIGINALLY FILED AS DOCUMENT #91 ON 11/04/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	91 (3 pgs) Notice of Appearance. The party has consented to electronic service. Filed by INTEGRATED FINANCIAL ASSOCIATES, INC. (Carlyon, Candace) [ORIGINALLY FILED AS DOCUMENT #92 ON 11/04/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	92 (1 pg) Order Approving Motion for Admission pro hac vice Patrick C. Maxcy(Related Doc # 90) Order Signed on 11/5/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #93 ON 11/05/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	93 (1 pg) Order Approving Motion for Admission pro hac vice Lauren Macksoud(Related Doc # 91) Order Signed on 11/5/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #94 ON 11/05/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	94 (11 pgs; 2 docs) HEARING CANCELLED. Notice of Agenda of Matters not going forward. The following hearing has been cancelled. Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/7/2019 at 03:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. (Attachments: # 1 Certificate of Service) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #95 ON 11/05/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	95 (3 pgs; 2 docs) Notice of Appearance. The party has consented to electronic service. Filed by BET Investments, II, L.P.. (Attachments: # 1 Certificate of Service) (Kurtzman, Jeffrey) (Attachments: # 1 Certificate of Service) [ORIGINALLY FILED AS DOCUMENT #96 ON 11/05/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	96 (3 pgs; 2 docs) Certification of Counsel Regarding Order Scheduling Omnibus Hearing Date Filed by Highland Capital Management, L.P.. (Attachments: # 1 Proposed Form of Order) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #97 ON 11/07/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	98 (1 pg) Order Scheduling Omnibus Hearings. Omnibus Hearings scheduled for 12/17/2019 at 11:00 AM US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Signed on 11/7/2019. (CAS) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #98 ON 11/07/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	101 (17 pgs; 4 docs) Exhibit(s) // Notice of Filing of Amended Exhibit B to Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized By the Debtor in the Ordinary Course of Business (related document(s)76) Filed by Highland Capital Management, L.P.. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Certificate of Service) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #99 ON 11/07/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	102 (8 pgs) Affidavit/Declaration of Service for service of [Signed] Order Scheduling Omnibus Hearing Date [Docket No. 98] (related document(s)98) Filed by Highland Capital Management, L.P.. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #100 ON 11/07/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	103 (10 pgs) Notice of Deposition - Notice to Take Rule 30(b)(6) Deposition Upon Oral Examination of the Debtor, Highland Capital Management, L.P. Filed by Official Committee of Unsecured Creditors.

12/04/2019	<p>104 (2 pgs) Notice of Deposition of Frank Waterhouse Filed by Official Committee of Unsecured Creditors. (Guerke, Kevin) [ORIGINALLY FILED AS DOCUMENT #102 ON 11/10/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>106 (2 pgs) Notice of Service - Notice of Intent to Serve Subpoena Filed by Official Committee of Unsecured Creditors. (Guerke, Kevin) [ORIGINALLY FILED AS DOCUMENT #103 ON 11/10/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>107 (10 pgs; 2 docs) Notice of Substitution of Counsel Filed by Alvarez & Marsal CRF Management, LLC, as Investment Manager of the Highland Crusader Funds. (Attachments: # 1 Certificate of Service) (Ryan, Jeremy) [ORIGINALLY FILED AS DOCUMENT #104 ON 11/11/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>108 (3 pgs) Amended Notice of Appearance. The party has consented to electronic service. Filed by Official Committee of Unsecured Creditors. (Beach, Sean) . [ORIGINALLY FILED AS DOCUMENT #105 ON 11/11/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>110 (1 pg) Motion to Appear pro hac vice Of Bojan Guzina of Sidley Austin LLP. Receipt Number 2775584, Filed by Official Committee of Unsecured Creditors. (Beach, Sean) [ORIGINALLY FILED AS DOCUMENT #106 ON 11/11/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>111 (1 pg) Motion to Appear pro hac vice of Alyssa Russell of Sidley Austin LLP. Receipt Number 2620330, Filed by Official Committee of Unsecured Creditors. (Beach, Sean)[ORIGINALLY FILED AS DOCUMENT #107 ON 11/11/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>112 (1 pg) Motion to Appear pro hac vice of Matthew A. Clemente of Sidley Austin LLP. Receipt Number 2775584, Filed by Official Committee of Unsecured Creditors. (Beach, Sean) [ORIGINALLY FILED AS DOCUMENT #108 ON 11/11/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>113 (1 pg) Motion to Appear pro hac vice of Paige Holden Montgomery. Receipt Number 2775584, Filed by Official Committee of Unsecured Creditors. (Beach, Sean) [ORIGINALLY FILED AS DOCUMENT #109 ON 11/11/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>114 (1 pg) Motion to Appear pro hac vice of Penny P. Reid of Sidley Austin. Receipt Number 2775584, Filed by Official Committee of Unsecured Creditors. (Beach, Sean) [ORIGINALLY FILED AS DOCUMENT #110 ON 11/11/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>115 (1 pg) Order Approving Motion for Admission pro hac vice Bojan Guzina(Related Doc # 106) Order Signed on 11/12/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #111 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>116 (1 pg) Order Approving Motion for Admission pro hac vice Alyssa Russell (Related Doc # 107) Order Signed on 11/12/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #112 ON 11/12/2019 IN</p>

	U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	117 (1 pg) Order Approving Motion for Admission pro hac vice Matthew A. Clemente (Related Doc # 108) Order Signed on 11/12/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #113 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	118 (1 pg) Order Approving Motion for Admission pro hac vice Paige Holden(Related Doc # 109) Order Signed on 11/12/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #114 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	119 (1 pg) Order Approving Motion for Admission pro hac vice Penny P. Reid(Related Doc # 110) Order Signed on 11/12/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #115 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	120 (94 pgs; 11 docs) Limited Objection to the Debtors: (I) Application for an Order Authorizing the Retention and Employment of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel, Nunc Pro Tunc to the Petition Date; and (II) Application for an Order Authorizing the Retention and Employment of Lynn Pinker Cox & Hurst LLP as Special Texas Litigation Counsel, Nunc Pro Tunc to the Petition Date (related document(s)69, 70) Filed by Acis Capital Management GP LLC, Acis Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Certificate of Service) (Mintz, Josef) [ORIGINALLY FILED AS DOCUMENT #116 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	121 (26 pgs; 3 docs) Limited Objection and Reservation of Rights of Jefferies LLC to Debtor's Motion for Order Approving Protocols for the Debtor to Implement Certain Transactions in the Ordinary Course of Business (related document(s)77) Filed by Jefferies LLC (Attachments: # 1 Exhibit A # 2 Certificate of Service) (Bowden, William) [ORIGINALLY FILED AS DOCUMENT #117 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	122 (27 pgs) Objection of the Debtor to Motion of Official Committee of Unsecured Creditors to Transfer Venue of This Case to the United States Bankruptcy Court for the Northern District of Texas (related document(s)86) Filed by Highland Capital Management, L.P. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #118 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	123 (5 pgs) Limited Objection to Motion of the Debtor for an Order Authorizing the Debtor to Retain, Employee, and Compensate Certain Professionals Utilized by the Debtors in the Ordinary Course of Business (related document(s)76) Filed by Official Committee of Unsecured Creditors (Weissgerber, Jaclyn) [ORIGINALLY FILED AS DOCUMENT #119 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE](Okafor, M.) (Entered: 12/05/2019)
12/04/2019	124 (6 pgs) **WITHDRAWN per # 456 ** Limited Objection to the Debtor's Application for an Order Authorizing the Retention and Employment of Foley Gardere, Foley & Lardner LLP and Lynn Pinker Cox & Hurst as Special Texas Counsel and Special Litigation Counsel, Nunc Pro Tunc to the Petition Date (related document(s)69, 70) Filed by Official Committee of Unsecured Creditors (Weissgerber, Jaclyn) [ORIGINALLY FILED AS DOCUMENT #120 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) Modified on 2/19/2020 (Ecker, C.). (Entered: 12/05/2019)
12/04/2019	125 (4 pgs) Limited Objection to the Motion of Debtor for Entry of Interim and Final Orders (A) Authorizing Debtor to Pay Prepetition Claims of Critical Vendors and (B) Granting Related Relief (related

	document(s)3) Filed by Official Committee of Unsecured Creditors (Weissgerber, Jaclyn) [ORIGINALLY FILED AS DOCUMENT #121 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	126 (11 pgs) Joinder to Motion of the Official Committee of Unsecured Creditors For an Order Transferring Venue of this Case to the United States Bankruptcy Court for the Northern District of Texas (related document(s)86) Filed by Acis Capital Management GP LLC, Acis Capital Management, L.P.. (Mintz, Josef) [ORIGINALLY FILED AS DOCUMENT #122 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE](Okafor, M.) (Entered: 12/05/2019)
12/04/2019	127 (12 pgs; 3 docs) Motion to File Under Seal of the Omnibus Objection of the Official Committee of Unsecured Creditors to the Debtors (I) Motion for Final Order Authorizing Continuance of the Existing Cash Management System, (II) Motion to Employ and Retain Development Specialists, Inc. to Provide a Chief Restructuring Officer, and (III) Precautionary Motion for Approval of Protocols for Ordinary Course Transactions Filed by Official Committee of Unsecured Creditors. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/19/2019. (Attachments: # 1 Notice # 2 Proposed Form of Order) [ORIGINALLY FILED AS DOCUMENT #123 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	128 [SEALED in Delaware Bankruptcy Court] Omnibus Objection to the Debtor's (I) Motion for Final Order Authorizing Continuance of the Existing Cash Management System, (II) Motion to Employ and Retain Development Specialists, Inc. to Provide a Chief Restructuring Officer, and (III) Precautionary Motion for Approval of Protocols for "Ordinary Course" Transactions (related document(s)5, 75, 77, 123) Filed by Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E) (Weissgerber, Jaclyn) [ORIGINALLY FILED AS DOCUMENT #124 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	130 (162 pgs; 6 docs) Objection to the Debtor's (I) Motion for Final Order Authorizing Continuance of the Existing Cash Management System, (II) Motion to Employ and Retain Development Specialists, Inc. to Provide a Chief Restructuring Officer, and (III) Precautionary Motion for Approval of Protocols for "Ordinary Course" Transactions (Redacted) (related document(s)5, 75, 77, 123, 124) Filed by Official Committee of Unsecured Creditors (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E)(Weissgerber, Jaclyn) [ORIGINALLY FILED AS DOCUMENT #125 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	131 (2 pgs) Notice of Service of Discovery Filed by Official Committee of Unsecured Creditors. (Guerke, Kevin) [ORIGINALLY FILED AS DOCUMENT #126 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	132 (5 pgs) Objection Motion of Debtor for Entry of Order Authorizing Debtor to File Under Seal Portions of Creditor Matrix Containing Employee Address Information (related document(s)8) Filed by U.S. Trustee (Leamy, Jane) [ORIGINALLY FILED AS DOCUMENT #127 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	133 (7 pgs) Certificate of Service of Objection of the Debtor to Motion of Official Committee of Unsecured Creditors to Transfer Venue of This Case to the United States Bankruptcy Court for the Northern District of Texas (related document(s)118) Filed by Highland Capital Management, L.P.. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #128 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE](Okafor, M.) Modified text on 12/5/2019 (Okafor, M.). (Entered: 12/05/2019)
12/04/2019	134 (5 pgs) Certificate of Service of Acis's Joinder in Motion to Transfer Venue (related document(s)122) Filed by Acis Capital Management GP LLC, Acis Capital Management, L.P.. (Mintz,

	<p>Joseph [ORIGINALLY FILED AS DOCUMENT #129 ON 11/13/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
<p>12/04/2019</p>	<p>135 (7 pgs; 2 docs) Objection U.S. Trustee's Objection to the Motion of Debtor Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to Provide a Chief Restructuring Officer, Additional Personnel and Financial Advisory and Restructuring Related Services, Nunc Pro Tunc as of the Petition Date (related document(s)75) Filed by U.S. Trustee (Attachments: # 1 Certificate of Service)(Leamy, Jane) [ORIGINALLY FILED AS DOCUMENT #130 ON 11/13/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
<p>12/04/2019</p>	<p>136 (1 pg) Certificate of Service of United States Trustees Objection to Motion of Debtor for Entry of Order Authorizing Debtor to File Under Seal Portions of Creditor Matrix Containing Employee Address Information (related document(s)127) Filed by U.S. Trustee. (Leamy, Jane) [ORIGINALLY FILED AS DOCUMENT #131 ON 11/13/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
<p>12/04/2019</p>	<p>137 (17 pgs; 3 docs) Certification of Counsel Regarding Debtor's Motion Pursuant to Sections 105(A), 330 and 331 of the Bankruptcy Code for Administrative Order Establishing Procedures for the Interim Compensation and Reimbursement of Expenses of Professionals (related document(s)73) Filed by Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Blackline Order)(O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #132 ON 11/13/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
<p>12/04/2019</p>	<p>138 (17 pgs; 2 docs) Certificate of No Objection Regarding Debtor's Application for Authorization to Employ and Retain Kurtzman Carson Consultants LLC as Administrative Advisor Effective Nunc Pro Tunc to the Petition Date (related document(s)74) Filed by Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A - Proposed Order) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #133 ON 11/13/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
<p>12/04/2019</p>	<p>139 (5 pgs; 2 docs) Certificate of No Objection Regarding Motion of the Debtor for Entry of an Order (I) Extending Time to File Schedules of Assets and Liabilities, Schedules of Executory Contracts and Unexpired Leases, and Statement of Financial Affairs, and (II) Granting Related Relief (related document(s)4) Filed by Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A - Proposed Order) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #134 ON 11/13/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
<p>12/04/2019</p>	<p>140 (2 pgs) Notice of Appearance. The party has consented to electronic service. Filed by Crescent TC Investors, L.P.. (Held, Michael) [ORIGINALLY FILED AS DOCUMENT #135 ON 11/14/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
<p>12/04/2019</p>	<p>141 (6 pgs) ORDER ESTABLISHING PROCEDURES FOR INTERIM COMPENSATION AND REIMBURSEMENT OF EXPENSES OF PROFESSIONALS(Related Doc # 73) Order Signed on 11/14/2019. (DRG) [ORIGINALLY FILED AS DOCUMENT #136 ON 11/14/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
<p>12/04/2019</p>	<p>142 (14 pgs) ORDER AUTHORIZING THE DEBTOR TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS LLC AS ADMINISTRATIVE ADVISOR EFFECTIVE NUNC PRO TUNC TO THE PETITION DATE (Related Doc # 74) Order Signed on 11/14/2019. (DRG) [ORIGINALLY FILED AS DOCUMENT #137 ON 11/14/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
<p>12/04/2019</p>	<p>143 (2 pgs) ORDER (I) EXTENDING TIME TO FILE SCHEDULES OF ASSETS AND LIABILITIES, SCHEDULES OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND STATEMENT OF FINANCIAL AFFAIRS, AND (II) GRANTING RELATED RELIEF (Related Doc # 4) Order Signed on 11/14/2019. (DRG) [ORIGINALLY FILED AS DOCUMENT #138 ON 11/14/2019 IN</p>

	U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	144 (3 pgs) Notice of Appearance. The party has consented to electronic service. Filed by Intertrust Entities. (Desgrosseilliers, Mark) [ORIGINALLY FILED AS DOCUMENT #139 ON 11/14/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	145 (3 pgs) Notice of Appearance. The party has consented to electronic service. Filed by CLO Entities. (Desgrosseilliers, Mark) [ORIGINALLY FILED AS DOCUMENT #140 ON 11/14/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	146 (11 pgs) Notice of Deposition Upon Oral Examination Under Rules 30 and 30(b)(6) of the Debtor, Highland Capital Management, L.P. Filed by Official Committee of Unsecured Creditors. (Guerke, Kevin) [ORIGINALLY FILED AS DOCUMENT #141 ON 11/15/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	147 (18 pgs; 2 docs) Notice of Agenda of Matters Scheduled for Hearing Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware (Attachments: # 1 Certificate of Service) [ORIGINALLY FILED AS DOCUMENT #142 ON 11/15/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	148 (7 pgs) Affidavit/Declaration of Service for service of (1) [Signed] Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals [Docket No. 136]; (2) [Signed] Order Authorizing the Debtor to Employ and Retain Kurtzman Carson Consultants LLC as Administrative Advisor Effective Nunc Pro Tunc to the Petition Date [Docket No. 137]; and (3) [Signed] Order (I) Extending Time to File Schedules of Assets and Liabilities, Schedules of Executory Contracts and Unexpired Leases, and Statement of Financial Affairs, and (II) Granting Related Relief [Docket No. 138] (related document(s)136, 137, 138) Filed by Highland Capital Management, L.P.. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #143 ON 11/15/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	149 (2 pgs) Notice of Hearing regarding Motion to Change Venue/Inter-district Transfer (related document(s)86, 87, 88) Filed by Official Committee of Unsecured Creditors. Hearing scheduled for 12/2/2019 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. (Beach, Sean) [ORIGINALLY FILED AS DOCUMENT #144 ON 11/18/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	150 (9 pgs; 2 docs) Notice of Rescheduled 341 Meeting (related document(s)67, 79) Filed by Highland Capital Management, L.P.. 341(a) meeting to be held on 12/3/2019 at 10:30 AM (check with U.S. Trustee for location) (Attachments: # 1 Certificate of Service) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #145 ON 11/18/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	151 (17 pgs; 2 docs) Agenda of Matters Scheduled for Telephonic Hearing (related document(s)142) Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware.(Attachments: # 1 Certificate of Service) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #146 ON 11/18/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	152 (2 pgs) Notice of Appearance. The party has consented to electronic service. Filed by CLO Holdco, Ltd.. (Kane, John) [ORIGINALLY FILED AS DOCUMENT #149 ON 11/19/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)

12/04/2019	<p>● 153 (2 pgs) Amended Notice of Deposition of Frank Waterhouse Filed by Official Committee of Unsecured Creditors. (Guerke, Kevin) [ORIGINALLY FILED AS DOCUMENT #150 ON 11/19/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>● 154 (3 pgs) Notice of Appearance and Request for Notice by Sally T. Siconolfi , Joseph T. Moldovan filed by Interested Party Meta-e Discovery, LLC . (Moldovan, Joseph)[ORIGINALLY FILED AS DOCUMENT #152 ON 11/20/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>● 156 (4 pgs) Affidavit/Declaration of Service regarding Notice of Hearing regarding Motion to Change Venue/Inter-district Transfer (related document(s)144) Filed by Official Committee of Unsecured Creditors. (Beach, Sean) [ORIGINALLY FILED AS DOCUMENT #153 ON 11/20/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>● 158 (5 pgs; 2 docs) Motion to Appear pro hac vice of Annmarie Chiarello of Winstead PC. Receipt Number 0311-27843, Filed by Acis Capital Management GP LLC, Acis Capital Management, L.P.. (Bibiloni, Jose) [ORIGINALLY FILED AS DOCUMENT #154 ON 11/20/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) Additional attachment(s) added on 12/5/2019 (Okafor, M.). (Entered: 12/05/2019)</p>
12/04/2019	<p>● 159 (2 pgs; 2 docs) Order Approving Motion for Admission pro hac vice Annmarie Chiarello (Related Doc # 154) Order Signed on 11/21/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #155 ON 11/21/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) Additional attachment(s) added on 12/5/2019 (Okafor, M.). (Entered: 12/05/2019)</p>
12/04/2019	<p>● 162 (8 pgs) Reply in Support of Motion to Transfer Venue of This Case to the United States Bankruptcy Court for the Northern District of Texas (related document(s)86, 118) Filed by Official Committee of Unsecured Creditors (Beach, Sean) [ORIGINALLY FILED AS DOCUMENT #156 ON 11/21/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>● 163 (7 pgs) Reply in Support of the Motion of the Official Committee of Unsecured Creditors For an Order Transferring Venue of this Case to the United States Bankruptcy Court for the Northern District of Texas (related document(s)86, 118, 122, 156) Filed by Acis Capital Management GP LLC, Acis Capital Management, L.P. (Mintz, Josef) [ORIGINALLY FILED AS DOCUMENT #157 ON 11/21/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>● 164 (4 pgs) Response of the Debtor to Acis's Joinder to Motion to Transfer Venue (related document(s)86, 122) Filed by Highland Capital Management, L.P. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #158 ON 11/21/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)</p>
12/04/2019	<p>● 165 (265 pgs; 11 docs) Omnibus Reply In Support of (I) Application for an Order Authorizing the Retention and Employment of Foley Gardere, Foley & Lardner as Special Texas Counsel Nunc Pro Tunc to the Petition Date; and (II) Application for an Order Authorizing the Retention and Employment of Lynn Pinker Cox & Hurst LLP as Special Texas Litigation Counsel Nunc Pro Tunc to Petition Date (related document(s)69, 70, 116, 120) Filed by Highland Capital Management, L.P.(Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Exhibit J) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #159 ON 11/21/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) Modified text on 12/5/2019 (Okafor, M.). (Entered: 12/05/2019)</p>
12/04/2019	<p>● 166 (46 pgs; 5 docs) Omnibus Reply of the Debtor in Support of: (I) Motion for Final Order Authorizing Continuance of the Existing Cash Management System, (II) Motion to Employ and Retain Development Specialists, Inc. to Provide a Chief Restructuring Officer, and (III) Precautionary Motion for</p>

	Approval of Protocols for Ordinary Course Transactions (related document(s) 75, 77) Filed by Highland Capital Management, L.P. (Attachments: # 1 Exhibit A - Redline Order Approving Ordinary Course Protocols Motion # 2 Exhibit B - Redline Order Approving Cash Management Motion # 3 Exhibit C - Redline Order Approving DSI Retention Motion # 4 Exhibit D - Summary of Intercompany Transactions) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #160 ON 11/21/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	168 (8 pgs) Certificate of Service of 1) Response of the Debtor to Acis's Joinder to Motion to Transfer Venue; 2) Omnibus Reply In Support of (I) Application for an Order Authorizing the Retention and Employment of Foley Gardere, Foley & Lardner as Special Texas Counsel Nunc Pro Tunc to the Petition Date, and (II) Application for an Order Authorizing the Retention and Employment of Lynn Pinker Cox & Hurst LLP; and 3) Omnibus Reply of the Debtor in Support of: (I) Motion for Final Order Authorizing Continuance of the Existing Cash Management System, (II) Motion to Employ and Retain Development Specialists, Inc. to Provide a Chief Restructuring Officer, and (III) Precautionary Motion for Approval of Protocols for Ordinary Course Transactions (related document(s) 158, 159, 160) Filed by Highland Capital Management, L.P.. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #161 ON 11/22/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	169 (16 pgs; 4 docs) Exhibit(s) // Notice of Filing of Second Amended Exhibit B to Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized By the Debtor in the Ordinary Course of Business (related document(s) 76, 99) Filed by Highland Capital Management, L.P.. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Certificate of Service) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #162 ON 11/25/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	170 (15 pgs; 3 docs) Certification of Counsel Regarding Motion of Debtor for Entry of Interim and Final Orders (A) Authorizing Debtor to Pay Prepetition Claims of Critical Vendors and (B) Granting Related Relief (related document(s) 3, 40) Filed by Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A # 2 Exhibit B) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #163 ON 11/25/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	171 (19 pgs; 3 docs) **WITHDRAWN** - 11/26/2019. SEE DOCKET # 165. Certification of Counsel Regarding Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtor in the Ordinary Course of Business (related document(s) 76, 99, 162) Filed by Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B) (O'Neill, James) Modified on 11/26/2019 (DMC). [ORIGINALLY FILED AS DOCUMENT #164 ON 11/25/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	172 (2 pgs) Notice of Withdrawal of Certification of Counsel Regarding Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized By the Debtor in the Ordinary Course of Business (related document(s) 164) Filed by Highland Capital Management, L.P.. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #165 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	173 (29 pgs; 3 docs) Certification of Counsel Regarding Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized By the Debtor in the Ordinary Course of Business (related document(s) 76, 99, 162) Filed by Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #166 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	174 (17 pgs; 2 docs) Notice of Agenda of Matters Scheduled for Hearing Filed by Highland Capital Management, L.P.. Hearing scheduled for 12/2/2019 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. (Attachments: # 1 Certificate of Service) (O'Neill,

	James) [ORIGINALLY FILED AS DOCUMENT #167 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	175 (5 pgs) FINAL ORDER (A) AUTHORIZING THE DEBTOR TO PAY CERTAIN PREPETITION CLAIMS OF CRITICAL VENDORS AND (B) GRANTING RELATED RELIEF (Related document(s) 3, 40) Signed on 11/26/2019. (DRG) [ORIGINALLY FILED AS DOCUMENT #168 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	176 (12 pgs; 2 docs) ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	177 (24 pgs; 3 docs) Motion to Authorize Motion of the Debtor for Entry of an Order Authorizing the Debtor to Pay and Honor Ordinary Course Obligations Under Employee Bonus Plans and Granting Related Relief Filed by Highland Capital Management, L.P.. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Exhibit A - Proposed Order # 2 Notice) [ORIGINALLY FILED AS DOCUMENT #170 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	178 (32 pgs; 3 docs) Supplemental Declaration in Support of Jeffrey N. Pomerantz in Support of Application Pursuant to Section 327(a) of the Bankruptcy Code, Rule 2014 of the Federal Rules of Bankruptcy Procedure and Local Rule 2014-1 for Authorization to Employ and Retain Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession Nunc Pro Tunc to the Petition Date (related document(s)71) Filed by Highland Capital Management, L.P.. (Attachments: # 1 Exhibit 1 # 2 Certificate of Service) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #171 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE](Okafor, M.) (Entered: 12/05/2019)
12/04/2019	179 (11 pgs; 3 docs) Certification of Counsel Regarding Debtor's Application Pursuant to Section 327(A) of the Bankruptcy Code, Rule 2014 of the Federal Rules of Bankruptcy Procedure and Local Rule 2014-1 for Authorization to Employ and Retain Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession Nunc Pro Tunc to the Petition Date (related document(s)71) Filed by Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Blackline Order) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #172 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE](Okafor, M.) (Entered: 12/05/2019)
12/04/2019	180 (58 pgs; 6 docs) Application/Motion to Employ/Retain Mercer (US) Inc. as Compensation Consultant Filed by Highland Capital Management, L.P.. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - Declaration of John Dempsey in Support # 4 Exhibit C - Highland Key Employee Incentives # 5 Certificate of Service and Service List)(O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #173 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	181 (7 pgs) Certificate of Service and Service List for service of Motion of the Debtor for Entry of an Order Authorizing the Debtor to Pay and Honor Ordinary Course Obligations Under Employee Bonus Plans and Granting Related Relief [Docket No. 170] (related document(s)170) Filed by Highland Capital Management, L.P.. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #174 ON 11/27/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	182 (18 pgs; 2 docs) Amended Notice of Agenda of Matters Scheduled for Hearing (related document(s)167) Filed by Highland Capital Management, L.P.. Hearing scheduled for 12/2/2019 at 10:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware (Attachments:

	#1 Certificate of Service)(O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #175 ON 11/27/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	183 (3 pgs) ORDER PURSUANT TO SECTION 327(a) OF THE BANKRUPTCY CODE, RULE 2414 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND LOCAL RULE 2014-1 AUTHORIZING THE EMPLOYMENT AND RETENTION OF PACHULSKI TANG ZIEHL & JONES LLP AS COUNSEL FOR THE DEBTOR AND DEBTOR IN POSSESSION NUNC PRO TUNC TO THE PETITION DATE (Related Doc # 71) Order Signed on 12/2/2019. (DRG) [ORIGINALLY FILED AS DOCUMENT #176 ON 12/02/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	184 (6 pgs) Certification of Counsel Regarding Order Transferring Venue of This Case to the United States Bankruptcy Court for the Northern District of Texas (related document(s)86) Filed by Official Committee of Unsecured Creditors. (Weissgerber, Jaclyn) [ORIGINALLY FILED AS DOCUMENT #182 ON 12/03/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	185 (8 pgs) Affidavit/Declaration of Service for service of (1) [Signed] Final Order (A) Authorizing Debtor to Pay Prepetition Claims of Critical Vendors and (B) Granting Related Relief [Docket No. 168]; (2) [Signed] Order Pursuant to Sections 105(a), 327, 328, and 330 of the Bankruptcy Code Authorizing the Debtor to Retain, Employ and Compensate Certain Professionals Utilized by the Debtor in the Ordinary Course of Business [Docket No. 169]; and (3) [Signed] Order Pursuant to Section 327(a) of the Bankruptcy Code, Rule 2014 of the Federal Rules of Bankruptcy Procedure and Local Rule 2014-1 Authorizing the Employment and Retention of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession Nunc Pro Tunc to the Petition Date [Docket No. 176] (related document(s)168, 169, 176) Filed by Highland Capital Management, L.P.. (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #183 ON 12/03/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	186 (2 pgs) ORDER TRANSFERRING VENUE OF THIS CASE TO THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS (related document(s)86) Order Signed on 12/4/2019. (CAS) [ORIGINALLY FILED AS DOCUMENT #184 ON 12/04/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/04/2019	187 (118 pgs) Certificate of Service re: 1) Notice of Chapter 11 Bankruptcy Case; and 2) [Corrected] Notice of Chapter 11 Bankruptcy Case (related document(s)67, 79) Filed by Kurtzman Carson Consultants LLC. (Kass, Albert) ([ORIGINALLY FILED AS DOCUMENT #185 ON 12/04/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Entered: 12/05/2019)
12/05/2019	97 (3 pgs) Motion to appear pro hac vice for Bojan Guzina. Fee Amount \$100 Filed by Creditor Committee Official Committee of Unsecured Creditors (Hoffman, Juliana)
12/05/2019	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27228141, amount \$ 100.00 (re: Doc# 97). (U.S. Treasury)
12/05/2019	99 (2 pgs) Notice of Appearance and Request for Notice by Linda D. Reece filed by Wylie ISD, Garland ISD, City of Garland. (Reece, Linda)
12/05/2019	100 (3 pgs) Motion to appear pro hac vice for Matthew A. Clemente. Fee Amount \$100 Filed by Creditor Committee Official Committee of Unsecured Creditors (Hoffman, Juliana)
12/05/2019	105 (3 pgs) Motion to appear pro hac vice for Alyssa Russell. Fee Amount \$100 Filed by Creditor Committee Official Committee of Unsecured Creditors (Hoffman, Juliana)

12/05/2019	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27228455, amount \$ 100.00 (re: Doc# 100). (U.S. Treasury)
12/05/2019	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27228455, amount \$ 100.00 (re: Doc# 105). (U.S. Treasury)
12/05/2019	109 (3 pgs) Motion to appear pro hac vice for Ira D. Kharasch. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. (Haitz, Eric)
12/05/2019	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27228644, amount \$ 100.00 (re: Doc# 109). (U.S. Treasury)
12/05/2019	129 (1 pg) Notice of Appearance and Request for Notice by Laurie A. Spindler filed by City of Allen, Allen ISD, Dallas County, Grayson County, Irving ISD, Kaufman County, Tarrant County. (Spindler, Laurie)
12/05/2019	155 (3 pgs) Notice of Appearance and Request for Notice by Mark A. Platt filed by Interested Party Redeemer Committee of the Highland Crusader Fund. (Platt, Mark)
12/05/2019	157 (3 pgs) Motion to appear pro hac vice for Marc B. Hankin. Fee Amount \$100 Filed by Interested Party Redeemer Committee of the Highland Crusader Fund (Platt, Mark)
12/05/2019	160 (5 pgs; 2 docs) Motion to appear pro hac vice for Richard Levin. Fee Amount \$100 Filed by Interested Party Redeemer Committee of the Highland Crusader Fund (Attachments: # 1 Addendum) (Platt, Mark)
12/05/2019	161 (3 pgs) Motion to appear pro hac vice for Terri L. Mascherin. Fee Amount \$100 Filed by Interested Party Redeemer Committee of the Highland Crusader Fund (Platt, Mark)
12/05/2019	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27229964, amount \$ 100.00 (re: Doc# 157). (U.S. Treasury)
12/05/2019	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27229964, amount \$ 100.00 (re: Doc# 160). (U.S. Treasury)
12/05/2019	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27229964, amount \$ 100.00 (re: Doc# 161). (U.S. Treasury)
12/05/2019	167 (3 pgs) Motion to appear pro hac vice for Gregory V. Demo. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. (Haitz, Eric)
12/05/2019	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27230422, amount \$ 100.00 (re: Doc# 167). (U.S. Treasury)
12/05/2019	188 (4 pgs) Notice of Appearance and Request for Notice by Juliana Hoffman filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana)
12/06/2019	189 (3 pgs) Motion to appear pro hac vice for Jeffrey N. Pomerantz. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. (Haitz, Eric)
12/06/2019	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27233957, amount \$ 100.00 (re: Doc# 189). (U.S. Treasury)

12/06/2019	● 190 (3 pgs) Amended Motion to appear pro hac vice for Jeffrey N. Pomerantz. (related document: 189) Filed by Debtor Highland Capital Management, L.P. (Haitz, Eric)
12/06/2019	● 191 (3 pgs) Motion to appear pro hac vice for John A. Morris. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. (Haitz, Eric)
12/06/2019	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27233983, amount \$ 100.00 (re: Doc# 191). (U.S. Treasury)
12/06/2019	● 192 (2 pgs) INCORRECT ENTRY - Incorrect Event Used; Refiled as Document 220 . Motion to withdraw as attorney (Eric T. Haitz) Filed by Debtor Highland Capital Management, L.P. (Haitz, Eric) Modified on 12/9/2019 (Dugan, S.). Modified on 12/9/2019 (Dugan, S.).
12/06/2019	● 193 Hearing held on 12/6/2019., Hearing continued (RE: related document(s) 1 Order transferring case number 19-12239 from U.S. Bankruptcy Court for the District of Delaware Filed by Highland Capital Management, L.P.,) (Continued Hearing to be held on 12/12/2019 at 09:30 AM Dallas Judge Jernigan Ctrm for 1 , (Edmond, Michael)
12/06/2019	● 194 Hearing held on 12/6/2019., Hearing continued (RE: related document(s) 1 Order transferring case number 19-12239 from U.S. Bankruptcy Court for the District of Delaware Filed by Highland Capital Management, L.P. (Okafor, M.)) Hearing to be held on 12/12/2019 at 09:30 AM Dallas Judge Jernigan Ctrm for 1 , (Appearances: C. Gibbs, introducing J. Pomerantz and I. Kharasch for Debtor (also J. Morris on phone); M. Clemente and P. Reid for Official Committee of Unsecured Creditors; B. Shaw for Acis; M. Platt for Redeemer Committee of Crusader Fund (also on phone M. Hankin and T. Mascherin); M. Rosenthal for Alvarez and Marsal; P. Maxcy (telephonically) for Jeffries; L. Lambert for UST. Nonevidentiary status conference. Court heard reports about case, parties, and ongoing discussions regarding corporate governance. Schedules will be filed next 12/13/19. At request of parties, another status conference is set for 12/12/19 at 9:30 am (telephonic participation will be allowed if requested). At current time, parties are not requesting that pending motions be set.) (Edmond, Michael)
12/06/2019	● 195 (1 pg) Request for transcript regarding a hearing held on 12/6/2019. The requested turn-around time is hourly. (Edmond, Michael)
12/06/2019	● 196 (1 pg) Order granting motion to appear pro hac vice adding Bojan Guzina for Official Committee of Unsecured Creditors (related document # 97) Entered on 12/6/2019. (Banks, Courtney)
12/06/2019	● 197 (1 pg) Order granting motion to appear pro hac vice adding Matthew A. Clemente for Official Committee of Unsecured Creditors (related document # 100) Entered on 12/6/2019. (Banks, Courtney)
12/06/2019	● 198 (1 pg) Order granting motion to appear pro hac vice adding Alyssa Russell for Official Committee of Unsecured Creditors (related document # 105) Entered on 12/6/2019. (Banks, Courtney)
12/06/2019	● 199 (1 pg) Order granting motion to appear pro hac vice adding Ira D Kharasch for Highland Capital Management, L.P. (related document # 109) Entered on 12/6/2019. (Banks, Courtney)
12/06/2019	● 200 (1 pg) Order granting motion to appear pro hac vice adding Richard B. Levin for Redeemer Committee of the Highland Crusader Fund (related document # 160) Entered on 12/6/2019. (Banks, Courtney)
12/06/2019	● 201 (1 pg) Order granting motion to appear pro hac vice adding Terri L. Mascherin for Redeemer Committee of the Highland Crusader Fund (related document # 161) Entered on 12/6/2019. (Banks, Courtney)

12/06/2019	<p>● 202 (1 pg) Order granting motion to appear pro hac vice adding Gregory V Demo for Highland Capital Management, L.P. (related document # 167) Entered on 12/6/2019. (Banks, Courtney)</p>
12/06/2019	<p>● 203 (1 pg) Order granting motion to appear pro hac vice adding Marc B. Hankin for Redeemer Committee of the Highland Crusader Fund (related document # 157) Entered on 12/6/2019. (Banks, Courtney)</p>
12/06/2019	<p>● 204 (44 pgs) INCORRECT ENTRY: DRAFT OF MOTION. SEE DOCUMENT 206. Application to employ Sidley Austin LLP as Attorney <i>APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, PURSUANT TO SECTIONS 328 AND 1103 OF THE BANKRUPTCY CODE AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 2014, FOR AN ORDER APPROVING THE RETENTION AND EMPLOYMENT OF SIDLEY AUSTIN LLP AS COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, NUNC PRO TUNC TO OCTOBER 29, 2019</i> Filed by Creditor Committee Official Committee of Unsecured Creditors (Hoffman, Juliana) Modified on 12/18/2019 (Rielly, Bill).</p>
12/06/2019	<p>● 205 (37 pgs) Application to employ FTI CONSULTING, INC. as Financial Advisor <i>APPLICATION PURSUANT TO FED. R. BANKR. P. 2014(a) FOR ORDER UNDER SECTION 1103 OF THE BANKRUPTCY CODE AUTHORIZING THE EMPLOYMENT AND RETENTION OF FTI CONSULTING, INC. AS FINANCIAL ADVISOR TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS NUNC PRO TUNC TO NOVEMBER 6, 2019</i> Filed by Creditor Committee Official Committee of Unsecured Creditors (Hoffman, Juliana)</p>
12/06/2019	<p>● 206 (44 pgs) Application to employ Sidley Austin LLP as Attorney <i>APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, PURSUANT TO SECTIONS 328 AND 1103 OF THE BANKRUPTCY CODE AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 2014, FOR AN ORDER APPROVING THE RETENTION AND EMPLOYMENT OF SIDLEY AUSTIN LLP AS COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, NUNC PRO TUNC TO OCTOBER 29, 2019</i> (related document: 204) Filed by Creditor Committee Official Committee of Unsecured Creditors (Hoffman, Juliana) Modified on 12/18/2019 (Rielly, Bill).</p>
12/06/2019	<p>● 220 (2 pgs) Withdrawal filed by Debtor Highland Capital Management, L.P. (RE: related document(s)41 Notice of appearance and request for notice). (Dugan, S.) (Entered: 12/09/2019)</p>
12/08/2019	<p>● 207 (27 pgs) Transcript regarding Hearing Held 12/6/19 RE: Status and scheduling conference. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 03/9/2020. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Palmer Reporting Services, Telephone number PalmerRptg@aol.com, 800-665-6251. (RE: related document(s) 193 Hearing held on 12/6/2019., Hearing continued (RE: related document(s)1 Order transferring case number 19-12239 from U.S. Bankruptcy Court for the District of Delaware Filed by Highland Capital Management, L.P.,) (Continued Hearing to be held on 12/12/2019 at 09:30 AM Dallas Judge Jernigan Ctrm for 1, 194 Hearing held on 12/6/2019., Hearing continued (RE: related document(s)1 Order transferring case number 19-12239 from U.S. Bankruptcy Court for the District of Delaware Filed by Highland Capital Management, L.P. (Okafor, M.)) Hearing to be held on 12/12/2019 at 09:30 AM Dallas Judge Jernigan Ctrm for 1, (Appearances: C. Gibbs, introducing J. Pomerantz and I. Kharasch for Debtor (also J. Morris on phone); M. Clemente and P. Reid for Official Committee of Unsecured Creditors; B. Shaw for Acis; M. Platt for Redeemer Committee of Crusader Fund (also on phone M. Hankin and T. Mascherin); M. Rosenthal for Alvarez and Marsal; P. Maxcy (telephonically) for Jeffries; L. Lambert for UST. Nonevidentiary status conference. Court heard reports about case, parties, and ongoing discussions regarding corporate governance. Schedules will be filed next 12/13/19. At request of parties, another status conference is set for 12/12/19 at 9:30 am (telephonic participation will be allowed if requested). At current time, parties are not requesting that pending motions be set.)). Transcript to be made available to the public on 03/9/2020. (Palmer, Susan)</p>
12/08/2019	<p>● 208 (3 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)197 Order granting motion to appear pro hac vice adding Matthew A. Clemente for Official Committee of Unsecured</p>

	Creditors (related document 104) Entered on 12/6/2019.) No. of Notices: 1. Notice Date 12/08/2019. (Admin.)
12/08/2019	209 (3 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 198 Order granting motion to appear pro hac vice adding Alyssa Russell for Official Committee of Unsecured Creditors (related document 105) Entered on 12/6/2019.) No. of Notices: 1. Notice Date 12/08/2019. (Admin.)
12/08/2019	210 (3 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 199 Order granting motion to appear pro hac vice adding Ira D Kharasch for Highland Capital Management, L.P. (related document 109) Entered on 12/6/2019.) No. of Notices: 1. Notice Date 12/08/2019. (Admin.)
12/08/2019	211 (3 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 200 Order granting motion to appear pro hac vice adding Richard B. Levin for Redeemer Committee of the Highland Crusader Fund (related document 160) Entered on 12/6/2019.) No. of Notices: 1. Notice Date 12/08/2019. (Admin.)
12/08/2019	212 (3 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 201 Order granting motion to appear pro hac vice adding Terri L. Mascherin for Redeemer Committee of the Highland Crusader Fund (related document 161) Entered on 12/6/2019.) No. of Notices: 1. Notice Date 12/08/2019. (Admin.)
12/08/2019	213 (3 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 202 Order granting motion to appear pro hac vice adding Gregory V Demo for Highland Capital Management, L.P. (related document 167) Entered on 12/6/2019.) No. of Notices: 1. Notice Date 12/08/2019. (Admin.)
12/08/2019	214 (3 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 203 Order granting motion to appear pro hac vice adding Marc B. Hankin for Redeemer Committee of the Highland Crusader Fund (related document 157) Entered on 12/6/2019.) No. of Notices: 1. Notice Date 12/08/2019. (Admin.)
12/09/2019	215 (1 pg) Acknowledgment of split/transfer case received FROM another district, Delaware, Delaware division, Case Number 19-12239. (Okafor, M.)
12/09/2019	216 (1 pg) Order granting motion to appear pro hac vice adding Jeffrey N. Pomerantz for Highland Capital Management, L.P. (related document # 190) Entered on 12/9/2019. (Banks, Courtney)
12/09/2019	217 (1 pg) Order granting motion to appear pro hac vice adding John A. Morris for Highland Capital Management, L.P. (related document # 191) Entered on 12/9/2019. (Banks, Courtney)
12/09/2019	218 (15 pgs; 3 docs) Motion for relief from stay <i>MOTION OF PENSIONDANMARK PENSIONSFORSIKRINGSAKTIESELSKAB FOR AN ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY TO TERMINATE INVESTMENT MANAGEMENT AGREEMENT</i> Fee amount \$181, Filed by Creditor PensionDanmark Pensionsforsikringsaktieselskab Objections due by 12/23/2019. (Attachments: # 1 Declaration # 2 Proposed Order) (Crooks, David)
12/09/2019	219 (3 pgs) Notice of Appearance and Request for Notice by Charles Martin Persons Jr. filed by Creditor Committee Official Committee of Unsecured Creditors. (Persons, Charles)
12/09/2019	Receipt of filing fee for Motion for relief from stay(19-34054-sgj11) [motion,mrlfsty] (181.00). Receipt number 27240994, amount \$ 181.00 (re: Doc# 218). (U.S. Treasury)
12/09/2019	221 (2 pgs) Notice of Appearance and Request for Notice by Brian Patrick Shaw filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P.. (Shaw, Brian)
12/09/2019	222 (3 pgs) Motion to appear pro hac vice for Dennis M. Twomey. Fee Amount \$100 Filed by Creditor

12/09/2019	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27241671, amount \$ 100.00 (re: Doc# 222). (U.S. Treasury)
12/09/2019	<p>● 223 (10 pgs) Certificate of service re: 1) <i>Application Pursuant to Fed. R. Bankr. P. 2014(a) for Order Under Section 1103 of the Bankruptcy Code Authorizing the Employment and Retention of FTI Consulting, Inc. as Financial Advisor to the Official Committee of Unsecured Creditors Nunc Pro Tunc to November 6, 2019; and 2) [Amended] Application of the Official Committee of Unsecured Creditors, Pursuant to Sections 328 and 1103 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 2014, for an Order Approving the Retention and Employment of Sidley Austin LLP as Counsel to the Official Committee of Unsecured Creditors, Nunc Pro Tunc to October 29, 2019</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)205 Application to employ FTI CONSULTING, INC. as Financial Advisor <i>APPLICATION PURSUANT TO FED. R. BANKR. P. 2014(a) FOR ORDER UNDER SECTION 1103 OF THE BANKRUPTCY CODE AUTHORIZING THE EMPLOYMENT AND RETENTION OF FTI CONSULTING, INC. AS FINANCIAL ADVISOR TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS NUNC PRO TUNC TO NOVEMBER 6, 2019</i> Filed by Creditor Committee Official Committee of Unsecured Creditors filed by Creditor Committee Official Committee of Unsecured Creditors, 206 Amended Application to employ Sidley Austin LLP as Attorney <i>APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, PURSUANT TO SECTIONS 328 AND 1103 OF THE BANKRUPTCY CODE AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 2014, FOR AN ORDER APPROVING THE RETENTION AND EMPLOYMENT OF SIDLEY AUSTIN LLP AS COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, NUNC PRO TUNC TO OCTOBER 29, 2019</i> (related document: 204) Filed by Creditor Committee Official Committee of Unsecured Creditors filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
12/10/2019	<p>● 224 (1 pg) Certificate Certificate of Conference filed by Creditor PensionDanmark Pensionsforsikringsaktieselskab (RE: related document(s)218 Motion for relief from stay <i>MOTION OF PENSIONDANMARK PENSIONSFORSIKRINGSAKTIESELSKAB FOR AN ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY TO TERMINATE INVESTMENT MANAGEMENT AGREEMENT</i> Fee amount \$181.). (Crooks, David)</p>
12/10/2019	<p>● 225 (4 pgs; 2 docs) Certificate of service re: Certificate of Service filed by Creditor PensionDanmark Pensionsforsikringsaktieselskab (RE: related document(s)218 Motion for relief from stay <i>MOTION OF PENSIONDANMARK PENSIONSFORSIKRINGSAKTIESELSKAB FOR AN ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY TO TERMINATE INVESTMENT MANAGEMENT AGREEMENT</i> Fee amount \$181., 224 Certificate (generic)). (Attachments: # 1 Service List) (Crooks, David)</p>
12/10/2019	<p>● 226 (32 pgs) Application to employ Young Conaway Stargatt & Taylor, LLP as Attorney (<i>Co-Counsel</i>) <i>Nunc Pro Tunc</i> Filed by Creditor Committee Official Committee of Unsecured Creditors (Hoffman, Juliana)</p>
12/10/2019	<p>● 227 (2 pgs) INCORRECT ENTRY: DEFICIENCIES ARE DUE 12/13/2019 - Notice of deficiency. Schedule A/B due 10/30/2019. Schedule D due 10/30/2019. Schedule E/F due 10/30/2019. Schedule G due 10/30/2019. Schedule H due 10/30/2019. Declaration Under Penalty of Perjury for Non-individual Debtors due 10/30/2019. Summary of Assets and Liabilities and Certain Statistical Information due 10/30/2019. Statement of Financial Affairs due 10/30/2019. (Okafor, M.) Modified on 12/10/2019 (Okafor, M.).</p>
12/10/2019	<p>● 228 (2 pgs) Notice of deficiency. Schedule A/B due 12/13/2019. Schedule D due 12/13/2019. Schedule E/F due 12/13/2019. Schedule G due 12/13/2019. Schedule H due 12/13/2019. Declaration Under Penalty of Perjury for Non-individual Debtors due 12/13/2019. Summary of Assets and Liabilities and Certain Statistical Information due 12/13/2019. Statement of Financial Affairs due 12/13/2019. (Okafor, M.)</p>
12/10/2019	<p>● 229 (2 pgs) Meeting of creditors 341(a) meeting to be held on 1/9/2020 at 11:00 AM at Dallas, Room 976. Proofs of Claims due by 4/8/2020. Attorney(s)certificate of service of 341 meeting chapter 11 to be</p>

	filed by 01/9/2020. (Near, William)
12/10/2019	230 (2 pgs) Notice of Appearance and Request for Notice by Melissa S. Hayward filed by Debtor Highland Capital Management, L.P.. (Hayward, Melissa)
12/10/2019	231 (2 pgs) Notice of Appearance and Request for Notice by Zachery Z. Annable filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
12/11/2019	232 (11 pgs; 3 docs) Joint Motion to continue hearing on (related documents 194 Hearing held, Hearing set/continued) <i>Joint Motion to Continue Status Conference</i> Filed by Debtor Highland Capital Management, L.P., Creditor Committee Official Committee of Unsecured Creditors (Attachments: # 1 Proposed Order # 2 Service List) (Hayward, Melissa)
12/11/2019	233 (4 pgs; 2 docs) Motion to appear pro hac vice for Michael I. Baird. Fee Amount \$100 Filed by Creditor Pension Benefit Guaranty Corporation (Attachments: # 1 Certificate of Service) (Baird, Michael)
12/11/2019	234 (2 pgs) Order granting joint motion to continue hearing on (related document # 232) (related documents Hearing held) Status Conference to be held on 12/18/2019 at 09:30 AM. Entered on 12/11/2019. (Banks, Courtney)
12/11/2019	235 (80 pgs) Application for compensation <i>First Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period From October 16, 2019 Through October 31, 2019</i> for Highland Capital Management, L.P., Debtor's Attorney, Period: 10/16/2019 to 10/31/2019, Fee: \$383,583.75, Expenses: \$9,958.84. Filed by Debtor Highland Capital Management, L.P. Objections due by 1/2/2020. (Pomerantz, Jeffrey)
12/11/2019	236 (3 pgs) Motion to appear pro hac vice for Lauren Macksoud. Fee Amount \$100 Filed by Interested Party Jefferies LLC (Doherty, Casey)
12/11/2019	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27250084, amount \$ 100.00 (re: Doc# 236). (U.S. Treasury)
12/11/2019	237 (3 pgs) Motion to appear pro hac vice for Patrick C. Maxcy. Fee Amount \$100 Filed by Interested Party Jefferies LLC (Doherty, Casey)
12/11/2019	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27250165, amount \$ 100.00 (re: Doc# 237). (U.S. Treasury)
12/11/2019	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (0.00). Receipt Number KF - No Fee Due, amount \$ 0.00 (re: Doc 233). (Floyd)
12/11/2019	238 (3 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 216 Order granting motion to appear pro hac vice adding Jeffrey N. Pomerantz for Highland Capital Management, L.P. (related document 190) Entered on 12/9/2019.) No. of Notices: 1. Notice Date 12/11/2019. (Admin.)
12/11/2019	239 (3 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 217 Order granting motion to appear pro hac vice adding John A. Morris for Highland Capital Management, L.P. (related document 191) Entered on 12/9/2019.) No. of Notices: 1. Notice Date 12/11/2019. (Admin.)
12/12/2019	240 (3 pgs) Notice of Appearance and Request for Notice by J. Seth Moore filed by Creditor Siepe, LLC. (Moore, J.)
12/12/2019	241 (8 pgs) Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (Charles Harder)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 Document). (Annable,

	Zachery)
12/12/2019	242 (1 pg) Order granting motion to appear pro hac vice adding Michael I. Baird for Pension Benefit Guaranty Corporation (related document # 233) Entered on 12/12/2019. (Okafor, M.)
12/12/2019	243 (4 pgs) BNC certificate of mailing. (RE: related document(s) 227 INCORRECT ENTRY: DEFICIENCIES ARE DUE 12/13/2019 - Notice of deficiency. Schedule A/B due 10/30/2019. Schedule D due 10/30/2019. Schedule E/F due 10/30/2019. Schedule G due 10/30/2019. Schedule H due 10/30/2019. Declaration Under Penalty of Perjury for Non-individual Debtors due 10/30/2019. Summary of Assets and Liabilities and Certain Statistical Information due 10/30/2019. Statement of Financial Affairs due 10/30/2019. (Okafor, M.) Modified on 12/10/2019 (Okafor, M.)) No. of Notices: 8. Notice Date 12/12/2019. (Admin.)
12/12/2019	244 (4 pgs) BNC certificate of mailing. (RE: related document(s) 228 Notice of deficiency. Schedule A/B due 12/13/2019. Schedule D due 12/13/2019. Schedule E/F due 12/13/2019. Schedule G due 12/13/2019. Schedule H due 12/13/2019. Declaration Under Penalty of Perjury for Non-individual Debtors due 12/13/2019. Summary of Assets and Liabilities and Certain Statistical Information due 12/13/2019. Statement of Financial Affairs due 12/13/2019. (Okafor, M.)) No. of Notices: 8. Notice Date 12/12/2019. (Admin.)
12/13/2019	245 (9 pgs) Certificate of service re: <i>1) Application of the Official Committee of Unsecured Creditors to Retain and Employ Young Conaway Stargatt & Taylor, LLP as Co-Counsel, Nunc Pro Tunc to November 8, 2019</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 226 Application to employ Young Conaway Stargatt & Taylor, LLP as Attorney (Co-Counsel) Nunc Pro Tunc Filed by Creditor Committee Official Committee of Unsecured Creditors filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)
12/13/2019	246 (10 pgs) Certificate of service re: <i>1) First Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from October 16, 2019 Through October 31, 2019</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 235 Application for compensation <i>First Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period From October 16, 2019 Through October 31, 2019</i> for Highland Capital Management, L.P., Debtor's Attorney, Period: 10/16/2019 to 10/31/2019, Fee: \$383,583.75, Expenses: \$9,958.84. Filed by Debtor Highland Capital Management, L.P. Objections due by 1/2/2020. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
12/13/2019	247 (82 pgs; 2 docs) Schedules: Schedules A/B and D-H with Summary of Assets and Liabilities (with Declaration Under Penalty of Perjury for Non-Individual Debtors,). Filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 228 Notice of deficiency). (Attachments: # 1 Global notes regarding schedules) (Hayward, Melissa)
12/13/2019	248 (42 pgs; 2 docs) Statement of financial affairs for a non-individual . Filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 228 Notice of deficiency). (Attachments: # 1 Global notes regarding SOFA) (Hayward, Melissa)
12/13/2019	249 (4 pgs) BNC certificate of mailing - meeting of creditors. (RE: related document(s) 229 Meeting of creditors 341(a) meeting to be held on 1/9/2020 at 11:00 AM at Dallas, Room 976. Proofs of Claims due by 4/8/2020. Attorney(s)certificate of service of 341 meeting chapter 11 to be filed by 01/9/2020.) No. of Notices: 8. Notice Date 12/13/2019. (Admin.)
12/13/2019	250 (4 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 234 Order granting joint motion to continue hearing on (related document 232) (related documents Hearing held) Status Conference to be held on 12/18/2019 at 09:30 AM. Entered on 12/11/2019.) No. of Notices: 1. Notice Date 12/13/2019. (Admin.)

12/16/2019	<ul style="list-style-type: none"> ● 251 (1 pg) Order granting motion to appear pro hac vice adding Lauren Macksoud for Jefferies LLC (related document # 236) Entered on 12/16/2019. (Dugan, S.)
12/16/2019	<ul style="list-style-type: none"> ● 252 (1 pg) Order granting motion to appear pro hac vice adding Patrick C. Maxcy for Jefferies LLC (related document # 237) Entered on 12/16/2019. (Dugan, S.)
12/16/2019	<ul style="list-style-type: none"> ● 253 (1 pg) Order rescheduling status conference (RE: related document(s)1 Order transferring case filed by Debtor Highland Capital Management, L.P.). Status Conference to be held on 12/18/2019 at 10:30 AM at Dallas Judge Jernigan Ctrm. Entered on 12/16/2019 (Dugan, S.)
12/17/2019	<ul style="list-style-type: none"> ● 254 (2 pgs) Notice of Appearance and Request for Notice by Jason Patrick Kathman filed by Creditor Patrick Daugherty. (Kathman, Jason)
12/18/2019	<ul style="list-style-type: none"> ● 255 (8 pgs) Declaration re: <i>Supplemental Declaration In Support of</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)206 Amended Application to employ Sidley Austin LLP as Attorney <i>APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, PURSUANT TO SECTIONS 328 AND 1103 OF THE BANKRUPTCY CODE AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 2014, FOR AN ORDER APPROVING T</i>). (Hoffman, Juliana)
12/18/2019	<ul style="list-style-type: none"> ● Hearing held on 12/18/2019. (RE: related document(s)1 Status/Scheduling Conference; Order transferring case number 19-12239 from U.S. Bankruptcy Court for the District of Delaware Filed by Highland Capital Management, L.P.) (Appearances: J. Pomerantz and I. Kharasch for Debtor; M. Hayward, local counsel for Debtor; M. Clemente and P. Reid for Unsecured Creditors Committee; M. Platt and T. Mascherin and M. Hankin (each telephonically) for Redeemer Committee; L. Spindler for taxing authorities; A. Chiarello and R. Patel (telephonically) for Acis; L. Lambert for UST; P. Maxcy (telephonically) for Jeffries. Nonevidentiary status conference. Court heard reports regarding continued negotiations between Debtor and UCC regarding a proposed management structure for Debtor and ordinary course protocols. Debtor expects to file a motion for approval of same (if agreements reached) by 12/27/19 for a 1/9/20 hearing. Otherwise, UCC will file a motion for a chapter 11 trustee (which, if filed, will be filed 12/30/19 and set 1/20/20-1/21/20). Scheduling order to be submitted. Also, US Trustee announced intention to move for a Chapter 11 Trustee.) (Edmond, Michael)
12/18/2019	<ul style="list-style-type: none"> ● 256 (3 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)251 Order granting motion to appear pro hac vice adding Lauren Macksoud for Jefferies LLC (related document 236) Entered on 12/16/2019. (Dugan, S.)) No. of Notices: 1. Notice Date 12/18/2019. (Admin.)
12/18/2019	<ul style="list-style-type: none"> ● 257 (3 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)252 Order granting motion to appear pro hac vice adding Patrick C. Maxcy for Jefferies LLC (related document 237) Entered on 12/16/2019. (Dugan, S.)) No. of Notices: 1. Notice Date 12/18/2019. (Admin.)
12/19/2019	<ul style="list-style-type: none"> ● 258 (5 pgs) Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (Dechert LLP)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). (Demo, Gregory)
12/19/2019	<ul style="list-style-type: none"> ● 259 (5 pgs) Support/supplemental document <i>to the Motion of Debtor for Interim and Final Orders Authorizing (A) Continuance of Existing Cash Management System, (B) Continued Use of the Prime Account, (C) Limited Waiver</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)7 Motion to maintain bank accounts.). (Hayward, Melissa)
12/19/2019	<ul style="list-style-type: none"> ● 260 (4 pgs) Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (ASW Law Limited)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). (Hayward, Melissa)

12/19/2019	<p>● 261 (3 pgs) Certificate of service re: <i>Disclosure Declaration of Ordinary Course Professional</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)241 Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (Charles Harder)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
12/20/2019	<p>● 262 (115 pgs) Certificate of service re: <i>Notice of Chapter 11 Bankruptcy Case and Meeting of Creditors</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)229 Meeting of creditors 341(a) meeting to be held on 1/9/2020 at 11:00 AM at Dallas, Room 976. Proofs of Claims due by 4/8/2020. Attorney(s)certificate of service of 341 meeting chapter 11 to be filed by 01/9/2020.). (Kass, Albert)</p>
12/20/2019	<p>● 263 (8 pgs) Certificate of service re: <i>Supplemental Declaration of Bojan Guzina in Support of Application of the Official Committee of Unsecured Creditors, Pursuant to Sections 328 and 1103 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 2014, for an Order Approving the Retention and Employment of Sidley Austin LLP as Counsel to the Official Committee of Unsecured Creditors</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)255 Declaration re: <i>Supplemental Declaration In Support of</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)206 Amended Application to employ Sidley Austin LLP as Attorney <i>APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, PURSUANT TO SECTIONS 328 AND 1103 OF THE BANKRUPTCY CODE AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 2014, FOR AN ORDER APPROVING T</i>). filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
12/20/2019	<p>● 264 (10 pgs) Certificate of service re: <i>Supplement to the Motion of Debtor for Interim and Final Orders Authorizing (A) Continuance of Existing Cash Management System, (B) Continued Use of the Prime Account, (C) Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (D) Granting Related Relief</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)259 Support/supplemental document to the Motion of Debtor for Interim and Final Orders Authorizing (A) Continuance of Existing Cash Management System, (B) Continued Use of the Prime Account, (C) Limited Waiver filed by Debtor Highland Capital Management, L.P. (RE: related document(s)7 Motion to maintain bank accounts.). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
12/22/2019	<p>● 265 (4 pgs) Objection to (related document(s): 176 Document)<i>Limited Objection of The Official Committee of Unsecured Creditors to the Retention of Harder LLP as Ordinary Course Professional</i> filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana)</p>
12/23/2019	<p>● 266 (40 pgs) Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (Houlihan Lokey Financial Advisors Inc.)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). (Hayward, Melissa)</p>
12/23/2019	<p>● 267 (6 pgs) Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (Rowlett Law PLLC)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). (Hayward, Melissa)</p>
12/23/2019	<p>● 268 (10 pgs) Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (DLA Piper LLP (US))</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). (Hayward, Melissa)</p>
12/23/2019	<p>● 269 (6 pgs) Agreed scheduling Order (RE: related document(s)1 Order transferring case filed by Debtor Highland Capital Management, L.P.). Entered on 12/23/2019 (Blanco, J.)</p>
12/23/2019	<p>● 270 (40 pgs; 2 docs) Application for compensation - <i>First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through November 30, 2019</i> for Foley Gardere, Foley &</p>

	Lardner LLP f/k/a Gardere Wynne Sewell LLP, Special Counsel, Period: 10/16/2019 to 11/30/2019, Fee: \$176129.00, Expenses: \$7836.31. Filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP f/k/a Gardere Wynne Sewell LLP Objections due by 1/13/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland)
12/23/2019	271 (13 pgs) Trustee's Motion to appoint trustee Filed by U.S. Trustee United States Trustee (Lambert, Lisa)
12/23/2019	272 (5 pgs) Trustee's Objection to <i>Motion to Seal Official Committee's Omnibus Objection and Supporting Exhibits</i> (RE: related document(s) 127 Document) (Lambert, Lisa)
12/23/2019	273 (7 pgs) Motion for leave to <i>Extend Deadline to Object to Motion for Relief of Stay of PensionDanmark</i> (related document(s) 218 Motion for relief from stay) Filed by Debtor Highland Capital Management, L.P., Creditor Committee Official Committee of Unsecured Creditors Objections due by 1/6/2020. (Hoffman, Juliana)
12/24/2019	274 (5 pgs) Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (Carey Olsen Cayman Limited)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 Document). (Hayward, Melissa)
12/24/2019	275 (30 pgs) Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (Hunton Andrews Kurth LLP)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 Document). (Hayward, Melissa)
12/24/2019	276 (6 pgs) Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (Wilmer Cutler Pickering Hale and Dorr LLP)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 Document). (Hayward, Melissa)
12/25/2019	277 (8 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 269 Agreed scheduling Order (RE: related document(s) 1 Order transferring case filed by Debtor Highland Capital Management, L.P.). Entered on 12/23/2019 (Blanco, J.) No. of Notices: 1. Notice Date 12/25/2019. (Admin.)
12/26/2019	278 (5 pgs) Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (Kim & Chang)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 Document). (Hayward, Melissa)
12/26/2019	279 (5 pgs) Certificate of service re: 1) <i>Disclosure Declaration of Ordinary Course Professional</i> ; 2) <i>Disclosure Declaration of Ordinary Course Professional</i> ; 3) <i>Declaration of Marc D. Katz</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 266 Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (Houlihan Lokey Financial Advisors Inc.)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 Document). filed by Debtor Highland Capital Management, L.P., 267 Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (Rowlett Law PLLC)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 Document). filed by Debtor Highland Capital Management, L.P., 268 Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (DLA Piper LLP (US))</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 Document). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
12/27/2019	280 (13 pgs) Motion for protective order <i>Joint Motion for Entry of an Order Approving the Agreed Protective Order</i> Filed by Debtor Highland Capital Management, L.P., Creditor Committee Official Committee of Unsecured Creditors (Hoffman, Juliana)
12/27/2019	281 (100 pgs; 4 docs) Motion to compromise controversy with Official Committee of Unsecured Creditors. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order) (Hayward, Melissa)

12/27/2019	<p>● 282 (10 pgs; 2 docs) Support/supplemental document to the Motion of the Debtor Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to Employ and Retain Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring Related Services, Nunc Pro Tunc as of the Petition Date filed by Debtor Highland Capital Management, L.P. (RE: related document(s)74 Application to employ Development Specialists, Inc as Financial Advisor). (Attachments: # 1 Exhibit A) (Hayward, Melissa)</p>
12/27/2019	<p>● 283 (5 pgs; 2 docs) Motion for expedited hearing(related documents 281 Motion to compromise controversy) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) (Hayward, Melissa)</p>
12/28/2019	<p>● 284 (61 pgs; 2 docs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)180 Application/Motion to Employ/Retain Mercer (US) Inc. as Compensation Consultant Filed by Highland Capital Management, L.P.. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - Declaration of John Dempsey in Support # 4 Exhibit C - Highland Key Employee Incentives # 5 Certificate of Service and Service List)(O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #173 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). Hearing to be held on 1/9/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 180, (Attachments: # 1 Exhibit) (Hayward, Melissa)</p>
12/28/2019	<p>● 285 (28 pgs; 2 docs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)177 Motion to Authorize Motion of the Debtor for Entry of an Order Authorizing the Debtor to Pay and Honor Ordinary Course Obligations Under Employee Bonus Plans and Granting Related Relief Filed by Highland Capital Management, L.P.. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Exhibit A - Proposed Order # 2 Notice) [ORIGINALLY FILED AS DOCUMENT #170 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). Hearing to be held on 1/9/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 177, (Attachments: # 1 Exhibit) (Hayward, Melissa)</p>
12/30/2019	<p>● 286 (123 pgs) Application for compensation <i>Second Monthly Application for Compensation and for Reimbursement of Expenses for the Period from November 1, 2019 through November 30, 2019</i> for Highland Capital Management, L.P., Debtor's Attorney, Period: 11/1/2019 to 11/30/2019, Fee: \$798,767.50, Expenses: \$26,317.71. Filed by Debtor Highland Capital Management, L.P. Objections due by 1/21/2020. (Pomerantz, Jeffrey)</p>
12/30/2019	<p>● 287 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)281 Motion to compromise controversy with Official Committee of Unsecured Creditors. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order)). Hearing to be held on 1/9/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 281, (Hayward, Melissa)</p>
12/31/2019	<p>● 288 (3 pgs) Certificate No Objection to Retention of Sidley Austin LLP filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)206 Amended Application to employ Sidley Austin LLP as Attorney <i>APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, PURSUANT TO SECTIONS 328 AND 1103 OF THE BANKRUPTCY CODE AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 2014, FOR AN ORDER APPROVING T</i>). (Hoffman, Juliana)</p>
12/31/2019	<p>● 289 (9 pgs) Debtor-in-possession monthly operating report for filing period November 1, 2019 to November 30, 2019 filed by Debtor Highland Capital Management, L.P.. (Hayward, Melissa)</p>
12/31/2019	<p>● 290 (3 pgs) Certificate No Objection to Retention of FTI Consulting, Inc. filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)205 Application to employ FTI CONSULTING, INC. as Financial Advisor <i>APPLICATION PURSUANT TO FED. R. BANKR. P. 2014(a)</i></p>

	FOR ORDER UNDER SECTION 1103 OF THE BANKRUPTCY CODE AUTHORIZING THE EMPLOYMENT AND RETENTION OF FTI CONSULTING, INC. AS FINANCIAL ADVISOR. (Hoffman, Juliana)
12/31/2019	<p>● 291 (2 pgs) Order granting motion for expedited hearing (Related Doc# 283)(document set for hearing: 281 Motion to compromise controversy) Hearing to be held on 1/9/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 281, Entered on 12/31/2019. (Whitaker, Sheniqua)</p>
01/02/2020	<p>● 292 (5 pgs) Certificate of service re: 1) <i>Disclosure Declaration of Ordinary Course Professional</i>; 2) <i>Disclosure Declaration Alexander G. McGeoch in Support of Hunton Andrews Kurth LLP as Ordinary Course Professional</i>; 3) <i>Disclosure Declaration of Ordinary Course Professional</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)274 Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (Carey Olsen Cayman Limited)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). filed by Debtor Highland Capital Management, L.P., 275 Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (Hunton Andrews Kurth LLP)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). filed by Debtor Highland Capital Management, L.P., 276 Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (Wilmer Cutler Pickering Hale and Dorr LLP)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/02/2020	<p>● 293 (5 pgs) Certificate of service re: <i>Disclosure Declaration of Ordinary Course Professional</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)278 Declaration re: <i>Disclosure Declaration of Ordinary Course Professional (Kim & Chang)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/02/2020	<p>● 294 (3 pgs) Certificate Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)226 Application to employ Young Conaway Stargatt & Taylor, LLP as Attorney (<i>Co-Counsel</i>) <i>Nunc Pro Tunc</i>). (Hoffman, Juliana)</p>
01/02/2020	<p>● 295 (2 pgs) Notice of Appearance and Request for Notice by Edwin Paul Keiffer filed by Interested Party Hunter Mountain Trust. (Keiffer, Edwin)</p>
01/02/2020	<p>● 296 (14 pgs) Certificate of service re: <i>Documents Served on December 27, 2019</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)280 Motion for protective order.<i>Joint Motion for Entry of an Order Approving the Agreed Protective Order</i> Filed by Debtor Highland Capital Management, L.P., Creditor Committee Official Committee of Unsecured Creditors filed by Debtor Highland Capital Management, L.P., Creditor Committee Official Committee of Unsecured Creditors, 281 Motion to compromise controversy with Official Committee of Unsecured Creditors. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order) filed by Debtor Highland Capital Management, L.P., 282 Support/supplemental document to the Motion of the Debtor Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to Employ and Retain Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring Related Services, <i>Nunc Pro Tunc as of the Petition Date</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)74 Application to employ Development Specialists, Inc as Financial Advisor). (Attachments: # 1 Exhibit A) filed by Debtor Highland Capital Management, L.P., 283 Motion for expedited hearing(related documents 281 Motion to compromise controversy) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/02/2020	<p>● 297 (4 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)291 Order granting motion for expedited hearing (Related Doc283)(document set for hearing: 281 Motion to compromise controversy) Hearing to be held on 1/9/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 281, Entered on 12/31/2019.) No. of Notices: 2. Notice Date 01/02/2020. (Admin.)</p>

01/03/2020	298 (2 pgs) Order Regarding Telephonic Appearances Entered on 1/3/2020 (Okafor, M.)
01/03/2020	299 (4 pgs) Motion to extend time to (RE: related document(s) 273 Motion for leave) Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 1/8/2020. (Hoffman, Juliana)
01/03/2020	300 (1 pg) Order granting motion to appear pro hac vice adding Dennis M. Twomey for Official Committee of Unsecured Creditors (related document # 222) Entered on 1/3/2020. (Okafor, M.)
01/03/2020	301 (2 pgs) Order granting the joint motion to extend time to object to the motion of PensionDanmark's motion for relief from the automatic stay (related document # 273). The Committee and the Debtor shall have until January 6, 2020 to object to PensionDanmarks Stay Relief Motion Entered on 1/3/2020. (Okafor, M.)
01/05/2020	302 (5 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 298 Order Regarding Telephonic Appearances Entered on 1/3/2020 (Okafor, M.)) No. of Notices: 45. Notice Date 01/05/2020. (Admin.)
01/05/2020	303 (3 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 300 Order granting motion to appear pro hac vice adding Dennis M. Twomey for Official Committee of Unsecured Creditors (related document 222) Entered on 1/3/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 01/05/2020. (Admin.)
01/06/2020	304 (2 pgs) Order granting 299 joint motion to extend time to object to the motion of PensionDanmark's motion for relief from the automatic stay (Re: related document(s) 299 Motion to extend time to (RE: related document(s) 273 Motion for leave)) Entered on 1/6/2020. (Okafor, M.)
01/06/2020	305 (3 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 180 Application/Motion to Employ/Retain Mercer (US) Inc. as Compensation Consultant Filed by Highland Capital Management, L.P. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - Declaration of John Dempsey in Support # 4 Exhibit C - Highland Key Employee Incentives # 5 Certificate of Service and Service List)(O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #173 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). Hearing to be held on 1/21/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 180 , (Annable, Zachery)
01/06/2020	306 (4 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 177 Motion to Authorize Motion of the Debtor for Entry of an Order Authorizing the Debtor to Pay and Honor Ordinary Course Obligations Under Employee Bonus Plans and Granting Related Relief Filed by Highland Capital Management, L.P. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Exhibit A - Proposed Order # 2 Notice) [ORIGINALLY FILED AS DOCUMENT #170 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). Hearing to be held on 1/21/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 177 , (Annable, Zachery)
01/06/2020	307 (10 pgs) Trustee's Objection to <i>Joint Motion for Entry of an Order Approving the Agreed Protective Order</i> (RE: related document(s) 280 Motion for protective order) (Lambert, Lisa)
01/06/2020	308 (4 pgs) Motion to appear pro hac vice for Asif Attarwala. Fee Amount \$100 Filed by Interested Parties UBS AG London Branch, UBS Securities LLC (Hoffman, Juliana)
01/06/2020	309 (4 pgs) Motion to appear pro hac vice for Kimberly A. Posin. Fee Amount \$100 Filed by Interested Parties UBS AG London Branch, UBS Securities LLC (Hoffman, Juliana)

01/06/2020	<p>● 310 (4 pgs) Motion to appear pro hac vice for Andrew Clubok. Fee Amount \$100 Filed by Interested Parties UBS AG London Branch, UBS Securities LLC (Hoffman, Juliana)</p>
01/06/2020	<p>● 311 (3 pgs) Motion to appear pro hac vice for Kuan Huang. Fee Amount \$100 Filed by Interested Parties UBS AG London Branch, UBS Securities LLC (Hoffman, Juliana)</p>
01/06/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27322441, amount \$ 100.00 (re: Doc# 308). (U.S. Treasury)</p>
01/06/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27322441, amount \$ 100.00 (re: Doc# 309). (U.S. Treasury)</p>
01/06/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27322441, amount \$ 100.00 (re: Doc# 310). (U.S. Treasury)</p>
01/06/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27322441, amount \$ 100.00 (re: Doc# 311). (U.S. Treasury)</p>
01/06/2020	<p>● 312 (25 pgs; 2 docs) Response opposed to (related document(s): 281 Motion to compromise controversy with Official Committee of Unsecured Creditors. filed by Debtor Highland Capital Management, L.P.) filed by Interested Party Jefferies LLC. (Attachments: # 1 Exhibit A) (Doherty, Casey)</p>
01/06/2020	<p>● 313 (6 pgs) Trustee's Objection to <i>Motion to Approve Joint Agreement</i> (RE: related document(s)281 Motion to compromise controversy) (Lambert, Lisa)</p>
01/06/2020	<p>● 314 (3 pgs) Certificate of service re: <i>(Supplemental) Notice of Chapter 11 Bankruptcy Case and Meeting of Creditors; to be Held on January 9, 2020 at 11:00 a.m.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)229 Meeting of creditors 341(a) meeting to be held on 1/9/2020 at 11:00 AM at Dallas, Room 976. Proofs of Claims due by 4/8/2020. Attorney(s)certificate of service of 341 meeting chapter 11 to be filed by 01/9/2020.). (Kass, Albert)</p>
01/06/2020	<p>● 315 (6 pgs) Certificate of service re: <i>1) Notice of Hearing on Debtors Application Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code for Authority to Employ Mercer (US) Inc. as Compensation Consultant; to held on January 9, 2020 at 9:30 a.m. (CT); and 2) Notice of Hearing on Motion of the Debtor for Entry of an Order Authorizing the Debtor to Pay and Honor Ordinary Course Obligations Under Employee Bonus Plans and Granting Related Relief; to be held on January 9, 2020 at 9:30 a.m. (CT)</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)284 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)180 Application/Motion to Employ/Retain Mercer (US) Inc. as Compensation Consultant Filed by Highland Capital Management, L.P. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - Declaration of John Dempsey in Support # 4 Exhibit C - Highland Key Employee Incentives # 5 Certificate of Service and Service List)(O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #173 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). Hearing to be held on 1/9/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 180, (Attachments: # 1 Exhibit) filed by Debtor Highland Capital Management, L.P., 285 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)177 Motion to Authorize Motion of the Debtor for Entry of an Order Authorizing the Debtor to Pay and Honor Ordinary Course Obligations Under Employee Bonus Plans and Granting Related Relief Filed by Highland Capital Management, L.P. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Exhibit A - Proposed Order # 2 Notice) [ORIGINALLY FILED AS DOCUMENT #170 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). Hearing to be held on 1/9/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 177, (Attachments: # 1 Exhibit) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>

01/06/2020	<p>● 316 (12 pgs) Certificate of service re: 1) <i>Second Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from November 1, 2019 Through November 30, 2019</i>; 2) <i>Notice of Hearing re: Motion of the Debtor to Approve Settlement with Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course; to be Held on January 9, 2020 at 9:30 a.m. (Central Time)</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)286 Application for compensation <i>Second Monthly Application for Compensation and for Reimbursement of Expenses for the Period from November 1, 2019 through November 30, 2019</i> for Highland Capital Management, L.P., Debtor's Attorney, Period: 11/1/2019 to 11/30/2019, Fee: \$798,767.50, Expenses: \$26,317.71. Filed by Debtor Highland Capital Management, L.P. Objections due by 1/21/2020. filed by Debtor Highland Capital Management, L.P., 287 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)281 Motion to compromise controversy with Official Committee of Unsecured Creditors. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order)). Hearing to be held on 1/9/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 281, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/07/2020	<p>● 317 (1 pg) Order granting motion to appear pro hac vice adding Asif Attarwala for UBS AG London Branch and UBS Securities LLC (related document # 308) Entered on 1/7/2020. (Okafor, M.)</p>
01/07/2020	<p>● 318 (1 pg) Order granting motion to appear pro hac vice adding Kimberly A. Posin for UBS AG London Branch and UBS Securities LLC (related document # 309) Entered on 1/7/2020. (Okafor, M.)</p>
01/07/2020	<p>● 319 (1 pg) Order granting motion to appear pro hac vice adding Andrew Clubok for UBS AG London Branch and UBS Securities LLC (related document 310) Entered on 1/7/2020. (Okafor, M.) MODIFIED text on 1/7/2020 (Okafor, M.).</p>
01/07/2020	<p>● 320 (1 pg) Order granting motion to appear pro hac vice adding Kuan Huang for UBS AG London Branch and UBS Securities LLC (related document # 311) Entered on 1/7/2020. (Okafor, M.)</p>
01/07/2020	<p>● 321 (4 pgs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)281 Motion to compromise controversy with Official Committee of Unsecured Creditors.). (Annable, Zachery)</p>
01/07/2020	<p>● 322 (1 pg) Certificate of service re: Certificate of Service filed by Interested Party Jefferies LLC (RE: related document(s)312 Response). (Doherty, Casey)</p>
01/07/2020	<p>● 323 (5 pgs) Notice of Appearance and Request for Notice (<i>Amended</i>) by Joseph E. Bain filed by Creditor Issuer Group. (Bain, Joseph)</p>
01/07/2020	<p>● 324 (8 pgs) ***WITHDRAWN per docket # 467** Objection to (related document(s): 281 Motion to compromise controversy with Official Committee of Unsecured Creditors. filed by Debtor Highland Capital Management, L.P.)<i>Limited Objection to Motion of the Debtor for Approval of Settlement With the Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course</i> filed by Creditor Issuer Group. (Bain, Joseph) Modified on 2/24/2020 (Ecker, C.).</p>
01/08/2020	<p>● 325 (3 pgs) Motion to appear pro hac vice for James T. Bentley. Fee Amount \$100 Filed by Creditor Issuer Group (Anderson, Amy)</p>
01/08/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27331269, amount \$ 100.00 (re: Doc# 325). (U.S. Treasury)</p>
01/08/2020	<p>● 326 (4 pgs) Notice of Compliance with Local Bankruptcy Rule 2090-4 filed by Creditor Issuer Group. (Anderson, Amy)</p>

01/08/2020	<p>● 327 (3 pgs) Declaration re: (<i>Declaration of Bradley D. Sharp in Support of the Motion of the Debtor for Approval of Settlement with the Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)281 Motion to compromise controversy with Official Committee of Unsecured Creditors.). (Annable, Zachery)</p>
01/08/2020	<p>● 328 (3 pgs) Agreed Notice of hearing with <i>PensionDanmark and Highland Capital Management, L.P.</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)218 Motion for relief from stay <i>MOTION OF PENSIONDANMARK PENSIONSFORSIKRINGSAKTIESELSKAB FOR AN ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY TO TERMINATE INVESTMENT MANAGEMENT AGREEMENT</i> Fee amount \$181, Filed by Creditor PensionDanmark Pensionsforsikringsaktieselskab Objections due by 12/23/2019. (Attachments: # 1 Declaration # 2 Proposed Order)). Hearing to be held on 1/21/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 218, (Hoffman, Juliana)</p>
01/08/2020	<p>● 329 (13 pgs; 2 docs) Response unopposed to (related document(s): 313 Objection) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A) (Hayward, Melissa) Modified to match docket text to PDF on 1/9/2020 (Ecker, C.).</p>
01/08/2020	<p>● 330 (5 pgs) Response unopposed to (related document(s): 313 Objection) filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana) Modified text to match PDF on 1/9/2020 (Ecker, C.).</p>
01/08/2020	<p>● 331 (6 pgs) Certificate of service re: <i>Order Regarding Request for Expedited Hearing; to be Held on January 9, 2020 at 9:30 a.m. (Prevailing Central Time)</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)291 Order granting motion for expedited hearing (Related Doc283) (document set for hearing: 281 Motion to compromise controversy) Hearing to be held on 1/9/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 281, Entered on 12/31/2019.). (Kass, Albert)</p>
01/08/2020	<p>● 332 (8 pgs) Certificate of service re: <i>1) Amended Notice of Hearing on Debtor's Application Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code for Authority to Employ Mercer (US) Inc. as Compensation Consultant; to be Held on January 21, 2020 at 9:30 a.m. (Central Time); 2) Amended Notice of Hearing on Motion of the Debtor for Entry of an Order Authorizing the Debtor to Pay and Honor Ordinary Course Obligations Under Employee Bonus Plans and Granting Related Relief; to be Held on January 21, 2020 at 9:30 a.m. (Central Time)</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)305 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)180 Application/Motion to Employ/Retain Mercer (US) Inc. as Compensation Consultant Filed by Highland Capital Management, L.P.. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - Declaration of John Dempsey in Support # 4 Exhibit C - Highland Key Employee Incentives # 5 Certificate of Service and Service List)(O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #173 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). Hearing to be held on 1/21/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 180, filed by Debtor Highland Capital Management, L.P., 306 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)177 Motion to Authorize Motion of the Debtor for Entry of an Order Authorizing the Debtor to Pay and Honor Ordinary Course Obligations Under Employee Bonus Plans and Granting Related Relief Filed by Highland Capital Management, L.P.. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Exhibit A - Proposed Order # 2 Notice) [ORIGINALLY FILED AS DOCUMENT #170 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). Hearing to be held on 1/21/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 177, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/09/2020	<p>● 333 (1 pg) Order granting motion to appear pro hac vice adding James T. Bentley for Issuer Group (related document # 325) Entered on 1/9/2020. (Okafor, M.)</p>

01/09/2020	<p>● 334 (3 pgs) Order granting application to employ Sidley Austin LLP for Official Committee of Unsecured Creditors as Attorney (related document # 206) Entered on 1/9/2020. (Okafor, M.)</p>
01/09/2020	<p>● 335 (1 pg) Court admitted exhibits date of hearing 01/09/2020. DEBTOR EXHIBIT 1 ADMITTED. (RE: related document(s)281 Motion to compromise controversy with Official Committee of Unsecured Creditors. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order)) (Jeng, Hawaii)</p>
01/09/2020	<p>● 336 (4 pgs) Order granting application to employ FTI Consulting, Inc. as Financial Advisor to The Official Committee of Unsecured Creditors (related document # 205) Entered on 1/9/2020. (Okafor, M.)</p>
01/09/2020	<p>● 337 (3 pgs) Order granting application to employ Young Conway Stargatt & Taylor, LLP for Official Committee of Unsecured Creditors as Attorney (Co-Counsel) (related document 226) Entered on 1/9/2020. (Okafor, M.) Modified to correct Firm name on 1/13/2020 (Ecker, C.).</p>
01/09/2020	<p>● 338 (8 pgs) Stipulation by Highland Capital Management, L.P. and Official Committee of Unsecured Creditors, Strand Advisors, Inc., and James Dondero. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)281 Motion to compromise controversy with Official Committee of Unsecured Creditors.). (Hayward, Melissa)</p>
01/09/2020	<p>● 339 (5 pgs) Order Approve Settlement with Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course ((related document # 281) Entered on 1/9/2020. (Okafor, M.)</p>
01/09/2020	<p>● 340 (20 pgs; 3 docs) Application to employ Hayward & Associates PLLC as Attorney (<i>Debtor's Application Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment of Hayward & Associates PLLC as Local Counsel</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Declaration of Melissa S. Hayward # 2 Proposed Order) (Annable, Zachery)</p>
01/09/2020	<p>● 341 (4 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)317 Order granting motion to appear pro hac vice adding Asif Attarwala for UBS AG London Branch and UBS Securities LLC (related document 308) Entered on 1/7/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 01/09/2020. (Admin.)</p>
01/09/2020	<p>● Hearing held on 1/9/2020. (RE: related document(s)281 Motion to compromise controversy with Official Committee of Unsecured Creditors, filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomerantz, I. Kharasch, G. Demo, M. Hayward, and Z. Annabel for Debtor; M. Clemente, P. Reid and D. Tumi for Unsecured Creditors Committee; A. Chiarello and R. Patel for Asic; L. Lambert for UST; J. Bentley and J. Bain (both telephonically) for CLO and CDO Issuer Group; T. Mascherin and M. Hankin (telephonically) for Redeemer Committee; P. Maxcy (telephonically) for Jeffries. Evidentiary hearing. Motion granted. Counsel to upload appropriate form of order.) (Edmond, Michael) (Entered: 01/10/2020)</p>
01/10/2020	<p>● 342 (13 pgs) Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document # 74) Entered on 1/10/2020. (Okafor, M.)</p>
01/10/2020	<p>● 343 (70 pgs) Application for compensation <i>First Monthly Application for Compensation and for Reimbursement of Expenses of Sidley Austin LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 11/30/2019, Fee: \$795,054.96, Expenses: \$10,247.88. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 1/31/2020. (Hoffman, Juliana)</p>

01/10/2020	<p>● 344 (9 pgs) Certificate of service re: <i>Documents Served on January 8, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)327 Declaration re: <i>(Declaration of Bradley D. Sharp in Support of the Motion of the Debtor for Approval of Settlement with the Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)281 Motion to compromise controversy with Official Committee of Unsecured Creditors.). filed by Debtor Highland Capital Management, L.P., 328 Agreed Notice of hearingwith <i>PensionDanmark and Highland Capital Management, L.P.</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)218 Motion for relief from stay <i>MOTION OF PENSIONDANMARK PENSIONSFORSIKRINGSAKTIESELSKAB FOR AN ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY TO TERMINATE INVESTMENT MANAGEMENT AGREEMENT</i> Fee amount \$181, Filed by Creditor PensionDanmark Pensionsforsikringsaktieselskab Objections due by 12/23/2019. (Attachments: # 1 Declaration # 2 Proposed Order)). Hearing to be held on 1/21/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 218, filed by Creditor Committee Official Committee of Unsecured Creditors, 329 Response unopposed to (related document(s): 313 Objection) filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A) (Hayward, Melissa) Modified to match docket text to PDF on 1/9/2020 (Ecker, C.). filed by Debtor Highland Capital Management, L.P., 330 Response unopposed to (related document(s): 313 Objection) filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana) Modified text to match PDF on 1/9/2020 (Ecker, C.). filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
01/10/2020	<p>● 345 (9 pgs) Certificate of service re: <i>Documents Served on January 9, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)334 Order granting application to employ Sidley Austin LLP for Official Committee of Unsecured Creditors as Attorney (related document 206) Entered on 1/9/2020. (Okafor, M.), 336 Order granting application to employ FTI Consulting, Inc. as Financial Advisor to The Official Committee of Unsecured Creditors (related document 205) Entered on 1/9/2020. (Okafor, M.), 337 Order granting application to employ Conway Stargatt & Taylor, LLP for Official Committee of Unsecured Creditors as Attorney (Co-Counsel) (related document 226) Entered on 1/9/2020. (Okafor, M.), 338 Stipulation by Highland Capital Management, L.P. and Official Committee of Unsecured Creditors, Strand Advisors, Inc., and James Dondero. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)281 Motion to compromise controversy with Official Committee of Unsecured Creditors.). filed by Debtor Highland Capital Management, L.P., 340 Application to employ Hayward & Associates PLLC as Attorney (<i>Debtor's Application Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment of Hayward & Associates PLLC as Local Counsel</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Declaration of Melissa S. Hayward # 2 Proposed Order) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/10/2020	<p>● 346 (4 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)319 Order granting motion to appear pro hac vice adding Andrew Clubok for UBS AG London Branch and UBS Securities LLC (related document 310) Entered on 1/7/2020. (Okafor, M.) MODIFIED text on 1/7/2020 (Okafor, M.)) No. of Notices: 1. Notice Date 01/10/2020. (Admin.)</p>
01/10/2020	<p>● 347 (4 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)320 Order granting motion to appear pro hac vice adding Kuan Huang for UBS AG London Branch and UBS Securities LLC (related document 311) Entered on 1/7/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 01/10/2020. (Admin.)</p>
01/11/2020	<p>● 348 (4 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)333 Order granting motion to appear pro hac vice adding James T. Bentley for Issuer Group (related document 325) Entered on 1/9/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 01/11/2020. (Admin.)</p>
01/12/2020	<p>● 349 (16 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 01/12/2020. (Admin.)</p>

01/13/2020	<p>● 350 (3 pgs) Certificate of service re: <i>(Supplemental) Notice of Chapter 11 Bankruptcy Case and Meeting of Creditors; to be Held on January 9, 2020 at 11:00 a.m.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)229 Meeting of creditors 341(a) meeting to be held on 1/9/2020 at 11:00 AM at Dallas, Room 976. Proofs of Claims due by 4/8/2020. Attorney(s)certificate of service of 341 meeting chapter 11 to be filed by 01/9/2020.). (Kass, Albert)</p>
01/13/2020	<p>● 351 (11 pgs; 2 docs) Motion to extend time to (Debtor's Motion for Entry of an Order Extending the Period Within Which It May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure) Filed by Debtor Highland Capital Management, L.P. Objections due by 2/6/2020. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)</p>
01/13/2020	<p>● 352 (1 pg) DOCKET IN ERROR: Request for transcript regarding a hearing held on 1/9/2020. The requested turn-around time is daily. (Edmond, Michael) Modified on 1/21/2020 REQUEST WAS CANCELLED THE SAME DATE AS REQUESTED OF 1/13/2020. (Edmond, Michael).</p>
01/13/2020	<p>● 353 (7 pgs) Objection to (related document(s): 270 Application for compensation - <i>First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through November 30, 2019</i>) filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P.. (Patel, Rakhee)</p>
01/14/2020	<p>● 354 (65 pgs; 2 docs) Notice (<i>Notice of Final Term Sheet</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)281 Motion to compromise controversy with Official Committee of Unsecured Creditors. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order)). (Attachments: # 1 Exhibit A--Final Term Sheet) (Annable, Zachery)</p>
01/14/2020	<p>● 355 (5 pgs) Certificate of service re: <i>Summary and First Monthly Application of Sidley Austin LLP for Allowance of Compensation and Reimbursement of Expenses for the Period from October 29, 2019 to and Including November 30, 2019</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)343 Application for compensation <i>First Monthly Application for Compensation and for Reimbursement of Expenses of Sidley Austin LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 11/30/2019, Fee: \$795,054.96, Expenses: \$10,247.88. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 1/31/2020. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
01/14/2020	<p>● 356 (10 pgs) Certificate of service re: <i>Debtor's Motion for Entry of an Order Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)351 Motion to extend time to (Debtor's Motion for Entry of an Order Extending the Period Within Which It May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure) Filed by Debtor Highland Capital Management, L.P. Objections due by 2/6/2020. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/14/2020	<p>● 357 (3 pgs) Witness and Exhibit List <i>in Connection with Motion to Appoint a Chapter 11 Trustee</i> filed by U.S. Trustee United States Trustee (RE: related document(s)271 Trustee's Motion to appoint trustee). (Lambert, Lisa)</p>
01/14/2020	<p>● 358 (3 pgs) Witness and Exhibit List <i>in connection with Motion to Seal and Joint Motion for an Agreed Protective Order</i> filed by U.S. Trustee United States Trustee (RE: related document(s)10 Motion to file document under seal., 280 Motion for protective order.<i>Joint Motion for Entry of an Order Approving the Agreed Protective Order</i>). (Lambert, Lisa)</p>
01/15/2020	<p>● 359 (4 pgs) Agreed Motion to continue hearing on (related documents 218 Motion for relief from stay) Filed by Creditor Committee Official Committee of Unsecured Creditors (Hoffman, Juliana)</p>

01/15/2020	<p>● 360 (2 pgs) Withdrawal of Precautionary Motion of the Debtor for Order Approving Protocols for the Debtor to Implement Certain Transactions in the Ordinary Course of Business filed by Debtor Highland Capital Management, L.P. (RE: related document(s)76 Motion by Highland Capital Management, L.P.). (Hayward, Melissa)</p>
01/15/2020	<p>● 361 (4 pgs) Order granting motion to continue hearing on (related document # 359) (related documents Motion for relief from stay <i>MOTION OF PENSIONDANMARK PENSIONSFORSIKRINGSAKTIESELSKAB FOR AN ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY TO TERMINATE INVESTMENT MANAGEMENT AGREEMENT</i> Fee amount \$181.). It is hereby ORDERED that a hearing on the Stay Relief Motion shall be continued to a later date provided by the Court and mutually acceptable to the Parties. Entered on 1/15/2020. (Okafor, M.)</p>
01/15/2020	<p>● 362 (13 pgs) Response opposed to (related document(s): 271 Trustee's Motion to appoint trustee filed by U.S. Trustee United States Trustee) filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
01/15/2020	<p>● 363 (4 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)7 Motion to Maintain Bank Accounts /Motion of the Debtor for Interim and Final Orders Authorizing (A) Continuance of Existing Cash Management System and Brokerage Relationships, (B) Continued Use of the Prime Account, (C) Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (D) Granting Related Relief Filed By Highland Capital Management, L.P. (Attachments: 1 Exhibit A - Interim Order) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #5 ON 10/16/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.), 68 Application/Motion to Employ/Retain Foley Gardere, Foley & Lardner LLP as Special Texas Counsel Filed by Highland Capital Management, L.P. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A # 3 Exhibit B # 4 Exhibit C - Proposed Order # 5 2016 Statement # 6 Declaration Frank Waterhouse # 7 Certificate of Service) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #69 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.), 69 Application/Motion to Employ/Retain Lynn Pinker Cox & Hurst LLP as Special Texas Litigation Counsel Filed by Highland Capital Management, L.P. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Hurst Declaration # 3 Exhibit B - Proposed Order # 4 2016 Statement # 5 Declaration Frank Waterhouse # 6 Certificate of Service) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #70 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.), 177 Motion to Authorize Motion of the Debtor for Entry of an Order Authorizing the Debtor to Pay and Honor Ordinary Course Obligations Under Employee Bonus Plans and Granting Related Relief Filed by Highland Capital Management, L.P. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Exhibit A - Proposed Order # 2 Notice) [ORIGINALLY FILED AS DOCUMENT #170 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.), 180 Application/Motion to Employ/Retain Mercer (US) Inc. as Compensation Consultant Filed by Highland Capital Management, L.P. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - Declaration of John Dempsey in Support # 4 Exhibit C - Highland Key Employee Incentives # 5 Certificate of Service and Service List)(O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #173 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.), 259 Support/supplemental document to the Motion of Debtor for Interim and Final Orders Authorizing (A) Continuance of Existing Cash Management System, (B) Continued Use of the Prime Account, (C) Limited Waiver filed by Debtor Highland Capital Management, L.P. (RE: related document(s)7 Motion to maintain bank accounts.), 271 Trustee's Motion to appoint trustee Filed by U.S. Trustee United States Trustee, 280 Motion for protective order <i>Joint Motion for Entry of an Order Approving the Agreed Protective Order</i> Filed by Debtor Highland Capital Management, L.P., Creditor Committee Official Committee of Unsecured Creditors). Hearing to be held on 1/21/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 7 and for 68 and for 177 and for 259 and for 280 and for 271 and for 180 and for 69, (Annable, Zachery)</p>

01/15/2020	<p>● 364 (4 pgs) Objection to (related document(s): 271 Trustee's Motion to appoint trustee filed by U.S. Trustee United States Trustee) filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana)</p>
01/16/2020	<p>● 365 (5 pgs) Certificate of service re: Objection to First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel for the Period From October 16, 2019 Through November 30, 2019 filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. (RE: related document(s)270 Application for compensation - <i>First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through November 30, 2019</i>). (Chiarello, Annmarie)</p>
01/16/2020	<p>● 366 (4 pgs) Amended Witness and Exhibit List <i>in Connection with Motion to Appoint a Chapter 11 Trustee</i> filed by U.S. Trustee United States Trustee (RE: related document(s)357 List (witness/exhibit/generic)). (Lambert, Lisa)</p>
01/16/2020	<p>● 367 (5 pgs) Witness and Exhibit List filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. (RE: related document(s)68 Application to employ Foley Gardere, Foley & Lardner LLP as Special Counsel, 69 Application to employ Lynn Pinker Cox & Hurst LLP as Special Counsel). (Chiarello, Annmarie)</p>
01/16/2020	<p>● 368 (11 pgs) Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on January 21, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
01/17/2020	<p>● 369 (47 pgs; 2 docs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc for the Period from October 16, 2019, Through November 30, 2019</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). (Attachments: # 1 Exhibit A--Staffing Report) (Annable, Zachery)</p>
01/17/2020	<p>● 370 (9 pgs; 2 docs) Joint Motion to continue hearing on (related documents 68 Application to employ, 69 Application to employ)(<i>Joint Motion for Continuance of Hearing on (i) Debtor's Application for an Order Authorizing the Employment of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel, Nunc Pro Tunc to the Petition Date, and (ii) Debtor's Application for an Order Authorizing the Retention and Employment of Lynn Pinker Cox & Hurst LLP as Special Texas Litigation Counsel, Nunc Pro Tunc to the Petition Date</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) (Annable, Zachery)</p>
01/17/2020	<p>● 371 (2 pgs) Order granting joint motion to continue hearing on (related document # 370) (related documents Application to employ Foley Gardere, Foley & Lardner LLP as Special Counsel, Application to employ Lynn Pinker Cox & Hurst LLP as Special Counsel). ORDERED that the hearing on the Applications currently scheduled for January 21, 2020 at 9:30 a.m., will be continued to a new hearing date to be determined by the Parties; and it is further Entered on 1/17/2020. (Okafor, M.)</p>
01/17/2020	<p>● 372 (3 pgs) Witness and Exhibit List (<i>Debtor's Witness and Exhibit List in Connection with Its Opposition to Motion to Appoint a Chapter 11 Trustee</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)362 Response). (Annable, Zachery)</p>
01/19/2020	<p>● 373 (12 pgs) Amended Notice (<i>First Amended Notice of Agenda of Matters Scheduled for Hearing on January 21, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)368 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on January 21, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P..). (Annable, Zachery)</p>

01/20/2020	<p>● 374 (13 pgs) Amended Notice (<i>Second Amended Notice of Agenda of Matters Scheduled for Hearing on January 21, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)368 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on January 21, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P., 373 Amended Notice (<i>First Amended Notice of Agenda of Matters Scheduled for Hearing on January 21, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)368 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on January 21, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.)). (Annable, Zachery)</p>
01/21/2020	<p>● 375 (3 pgs) Certificate of service re: (<i>Supplemental</i>) Notice of Chapter 11 Bankruptcy Case and Meeting of Creditors; to be Held on January 9, 2020 at 11:00 a.m. Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)229 Meeting of creditors 341(a) meeting to be held on 1/9/2020 at 11:00 AM at Dallas, Room 976. Proofs of Claims due by 4/8/2020. Attorney(s)certificate of service of 341 meeting chapter 11 to be filed by 01/9/2020.). (Kass, Albert)</p>
01/21/2020	<p>● Hearing held on 1/21/2020. (RE: related document(s)271 Trustee's Motion to appoint trustee filed by U.S. Trustee United States Trustee) (Appearances: J. Pomerantz, J. Morris, M. Litvak, M. Hayward, and Z. Annable for Debtor; D. Twomey, P. Reid, and J. Hoffman for Official Unsecured Creditors Committee; R. Patel for Acis; L. Lambert for UST; M. Platt and M. Hankin (telephonically) for Crusader Fund Redeemer Committee; K. Posin and A. Attarwala for UBS; A. Anderson and J. Bentley (telephonically) for CLO Issuers. Evidentiary hearing. Motion denied. Debtors counsel should upload a form of order consistent with the courts ruling.) (Edmond, Michael)</p>
01/21/2020	<p>● Hearing held on 1/21/2020. (RE: related document(s)7 Motion to Maintain Bank Accounts /Motion of the Debtor for Interim and Final Orders Authorizing (A) Continuance of Existing Cash Management System and Brokerage Relationships, (B) Continued Use of the Prime Account, (C) Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (D) Granting Related Relief Filed By Highland Capital Management, L.P. (Attachments: 1 Exhibit A - Interim Order) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #5 ON 10/16/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Appearances: J. Pomerantz, J. Morris, M. Litvak, M. Hayward, and Z. Annable for Debtor; D. Twomey, P. Reid, and J. Hoffman for Official Unsecured Creditors Committee; R. Patel for Acis; L. Lambert for UST; M. Platt and M. Hankin (telephonically) for Crusader Fund Redeemer Committee; K. Posin and A. Attarwala for UBS; A. Anderson and J. Bentley (telephonically) for CLO Issuers. Nonevidentiary hearing. Motion granted on a final basis. Debtors counsel should upload order.) (Edmond, Michael)</p>
01/21/2020	<p>● 376 (8 pgs) Certificate of service re: <i>Notice of Final Term Sheet</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)354 Notice (<i>Notice of Final Term Sheet</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)281 Motion to compromise controversy with Official Committee of Unsecured Creditors. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order)). (Attachments: # 1 Exhibit A--Final Term Sheet) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/21/2020	<p>● Hearing held on 1/21/2020. (RE: related document(s)177 Motion to Authorize Motion of the Debtor for Entry of an Order Authorizing the Debtor to Pay and Honor Ordinary Course Obligations Under Employee Bonus Plans and Granting Related Relief Filed by Highland Capital Management, L.P.. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Exhibit A - Proposed Order # 2 Notice) [ORIGINALLY FILED AS DOCUMENT #170 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Appearances: J. Pomerantz, J. Morris, M. Litvak, M. Hayward, and Z. Annable for Debtor; D. Twomey, P. Reid, and J. Hoffman for Official Unsecured Creditors Committee; R. Patel for Acis; L. Lambert for UST; M. Platt and M. Hankin (telephonically) for Crusader Fund Redeemer Committee; K. Posin and A. Attarwala for UBS; A. Anderson and J. Bentley (telephonically) for CLO Issuers. Nonevidentiary hearing. Motion, as narrowed, granted. Debtors counsel should upload order.) (Edmond, Michael)</p>

01/21/2020	<p>● Hearing held on 1/21/2020. (RE: related document(s)180 Application/Motion to Employ/Retain Mercer (US) Inc. as Compensation Consultant Filed by Highland Capital Management, L.P.. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - Declaration of John Dempsey in Support # 4 Exhibit C - Highland Key Employee Incentives # 5 Certificate of Service and Service List)(O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #173 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Appearances: J. Pomerantz, J. Morris, M. Litvak, M. Hayward, and Z. Annable for Debtor; D. Twomey, P. Reid, and J. Hoffman for Official Unsecured Creditors Committee; R. Patel for Acis; L. Lambert for UST; M. Platt and M. Hankin (telephonically) for Crusader Fund Redeemer Committee; K. Posin and A. Attarwala for UBS; A. Anderson and J. Bentley (telephonically) for CLO Issuers. Nonevidentiary hearing. Motion granted. Debtors counsel should upload order.) (Edmond, Michael)</p>
01/21/2020	<p>● 377 (8 pgs) Certificate of service re: 1) <i>Objection of the Debtor to United States Trustee's Motion for an Order Directing the Appointment of a Chapter 11 Trustee; and 2) Notice of Hearing; to be Held on January 21, 2020 at 9:30 a.m. (Central Time)</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)362 Response opposed to (related document(s): 271 Trustee's Motion to appoint trustee filed by U.S. Trustee United States Trustee) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 363 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)7 Motion to Maintain Bank Accounts /Motion of the Debtor for Interim and Final Orders Authorizing (A) Continuance of Existing Cash Management System and Brokerage Relationships, (B) Continued Use of the Prime Account, (C) Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (D) Granting Related Relief Filed By Highland Capital Management, L.P. (Attachments: 1 Exhibit A - Interim Order) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #5 ON 10/16/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.), 68 Application/Motion to Employ/Retain Foley Gardere, Foley & Lardner LLP as Special Texas Counsel Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A # 3 Exhibit B # 4 Exhibit C - Proposed Order # 5 2016 Statement # 6 Declaration Frank Waterhouse # 7 Certificate of Service) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #69 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.), 69 Application/Motion to Employ/Retain Lynn Pinker Cox & Hurst LLP as Special Texas Litigation Counsel Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Hurst Declaration # 3 Exhibit B - Proposed Order # 4 2016 Statement # 5 Declaration Frank Waterhouse # 6 Certificate of Service) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #70 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.), 177 Motion to Authorize Motion of the Debtor for Entry of an Order Authorizing the Debtor to Pay and Honor Ordinary Course Obligations Under Employee Bonus Plans and Granting Related Relief Filed by Highland Capital Management, L.P.. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Exhibit A - Proposed Order # 2 Notice) [ORIGINALLY FILED AS DOCUMENT #170 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.), 180 Application/Motion to Employ/Retain Mercer (US) Inc. as Compensation Consultant Filed by Highland Capital Management, L.P.. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - Declaration of John Dempsey in Support # 4 Exhibit C - Highland Key Employee Incentives # 5 Certificate of Service and Service List)(O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #173 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.), 259 Support/supplemental document to the Motion of Debtor for Interim and Final Orders Authorizing (A) Continuance of Existing Cash Management System, (B) Continued Use of the Prime Account, (C) Limited Waiver filed by Debtor Highland Capital Management, L.P. (RE: related document(s)7 Motion to maintain bank accounts.), 271 Trustee's Motion to appoint trustee Filed by U.S. Trustee United States Trustee, 280 Motion for protective order.<i>Joint Motion for Entry of an Order Approving the Agreed Protective Order</i> Filed by Debtor Highland Capital Management, L.P., Creditor Committee Official Committee of Unsecured Creditors). Hearing to be held on 1/21/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 7 and</p>

01/21/2020	<p>● Hearing held on 1/21/2020. (RE: related document(s)280 Motion for protective order Joint Motion for Entry of an Order Approving the Agreed Protective Order filed by Debtor Highland Capital Management, L.P., Creditor Committee Official Committee of Unsecured Creditors) (Appearances: J. Pomerantz, J. Morris, M. Litvak, M. Hayward, and Z. Annable for Debtor; D. Twomey, P. Reid, and J. Hoffman for Official Unsecured Creditors Committee; R. Patel for Acis; L. Lambert for UST; M. Platt and M. Hankin (telephonically) for Crusader Fund Redeemer Committee; K. Posin and A. Attarwala for UBS; A. Anderson and J. Bentley (telephonically) for CLO Issuers. Nonevidentiary hearing. Motion granted, with certain amendments as discussed on the record. Debtors counsel should upload order.) (Edmond, Michael)</p>
01/21/2020	<p>● Hearing held on 1/21/2020. (RE: related document(s)127 Motion to File Under Seal of the Omnibus Objection of the Official Committee of Unsecured Creditors to the Debtors (I) Motion for Final Order Authorizing Continuance of the Existing Cash Management System, (II) Motion to Employ and Retain Development Specialists, Inc. to Provide a Chief Restructuring Officer, and (III) Precautionary Motion for Approval of Protocols for Ordinary Course Transactions Filed by Official Committee of Unsecured Creditors. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/19/2019. (Attachments: # 1 Notice # 2 Proposed Form of Order) [ORIGINALLY FILED AS DOCUMENT #123 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)(Appearances: J. Pomerantz, J. Morris, M. Litvak, M. Hayward, and Z. Annable for Debtor; D. Twomey, P. Reid, and J. Hoffman for Official Unsecured Creditors Committee; R. Patel for Acis; L. Lambert for UST; M. Platt and M. Hankin (telephonically) for Crusader Fund Redeemer Committee; K. Posin and A. Attarwala for UBS; A. Anderson and J. Bentley (telephonically) for CLO Issuers. Nonevidentiary hearing. Motion denied for mootness. UCCs counsel should upload order.) (Edmond, Michael)</p>
01/21/2020	<p>● 378 (27 pgs) Application for compensation <i>First Monthly Application for Compensation and Reimbursement of Expenses on behalf of the Unsecured Creditors Committee</i> for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 11/30/2019, Fee: \$322,274.88, Expenses: \$4,687.35. Filed by Attorney Juliana Hoffman Objections due by 2/11/2020. (Hoffman, Juliana)</p>
01/21/2020	<p>● 383 (1 pg) Court admitted exhibits date of hearing January 21, 2020 (RE: related document(s)271 Trustee's Motion to appoint trustee filed by Lisa Lambert representing the U.S. Trustee) (Court Admitted U.S. Trustee's Exhibits #4, #5, #7, #8, #9, #10 and Took Judicial Notice of Exhibit #11) (Edmond, Michael) (Entered: 01/22/2020)</p>
01/22/2020	<p>● 379 (6 pgs) Final Order Authorizing (A) Continuance of Existing Cash Management System, (B) Continued Use of the Prime Account and Maxim Prime Account, (C) Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (D) Granting Related Relief Filed By Highland Capital Management, L.P (related document # 7) Entered on 1/22/2020. (Okafor, M.)</p>
01/22/2020	<p>● 380 (3 pgs) Order Authorizing Debtor to Pay and Honor Ordinary Course Obligations Under Employee Bonus Plans and Granting Related Relief Filed by Highland Capital Management, L.P. (related document # 177) Entered on 1/22/2020. (Okafor, M.)</p>
01/22/2020	<p>● 381 (3 pgs) Order Granting Application to Employ Mercer (US) Inc. as Compensation Consultant to the debtor (related document # 180) Entered on 1/22/2020. (Okafor, M.)</p>
01/22/2020	<p>● 382 (10 pgs) Agreed Order Granting Motion for Protective Order (related document # 280) Entered on 1/22/2020. (Okafor, M.)</p>
01/22/2020	<p>● 384 (3 pgs) Declaration re: <i>Notice / Declaration of Conor P. Tully in Support of the Retention of FTI Consulting, Inc.</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)205 Application to employ FTI CONSULTING, INC. as Financial Advisor <i>APPLICATION PURSUANT TO FED. R. BANKR. P. 2014(a) FOR ORDER UNDER SECTION 1103 OF THE</i></p>

	BANKRUPTCY CODE AUTHORIZING THE EMPLOYMENT AND RETENTION OF FTI CONSULTING, INC. AS FINANCIAL ADVIS). (Hoffman, Juliana)
01/22/2020	385 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 235 Application for compensation <i>First Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period From October 16, 2019 Through October 31, 2019</i> for Highland C). (Annable, Zachery)
01/22/2020	386 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 286 Application for compensation <i>Second Monthly Application for Compensation and for Reimbursement of Expenses for the Period from November 1, 2019 through November 30, 2019</i> for Highland Capital Management, L.P., Debtor's Attorney, Period: 11/1). (Annable, Zachery)
01/22/2020	387 (1 pg) Request for transcript regarding a hearing held on 1/21/2020. The requested turn-around time is hourly. (Edmond, Michael) (Entered: 01/23/2020)
01/23/2020	388 (1 pg) Certificate of service re: First Supplemental Declaration of Conor P. Tully In Support of the Application Authorizing the Employment and Retention of FTI Consulting, Inc., as Financial Advisor to the Official Committee of Unsecured Creditors Nunc Pro Tunc to November 6, 2019 filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 384 Declaration). (Hoffman, Juliana)
01/23/2020	389 (60 pgs) Application for compensation <i>First and Final Application for Compensation and Reimbursement of Expenses on behalf of Young Conaway Stargatt & Taylor, LLP as Co-Counsel</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 11/8/2019 to 1/13/2020, Fee: \$272,300.00, Expenses: \$8,855.56. Filed by Attorney Juliana Hoffman Objections due by 2/13/2020. (Hoffman, Juliana)
01/23/2020	390 (2 pgs) Supplemental Notice of the <i>Young Conaway Stargatt & Taylor, LLP Final Fee Application</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 389 Application for compensation <i>First and Final Application for Compensation and Reimbursement of Expenses on behalf of Young Conaway Stargatt & Taylor, LLP as Co-Counsel</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 11/8/2019 to 1/13/2020, Fee: \$272,300.00, Expenses: \$8,855.56. Filed by Attorney Juliana Hoffman Objections due by 2/13/2020.). (Hoffman, Juliana)
01/23/2020	391 (1 pg) Certificate of service re: Final Fee Application <i>on behalf of Young Conaway Stargatt & Taylor, LLP</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 389 Application for compensation <i>First and Final Application for Compensation and Reimbursement of Expenses on behalf of Young Conaway Stargatt & Taylor, LLP as Co-Counsel</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Perio). (Hoffman, Juliana)
01/24/2020	392 (103 pgs) Application for compensation <i>Third Monthly Application for Compensation and for Reimbursement of Expenses for the Period from December 1, 2019 through December 31, 2019</i> for Highland Capital Management, L.P., Debtor's Attorney, Period: 12/1/2019 to 12/31/2019, Fee: \$589,730.35, Expenses: \$26,226.80. Filed by Debtor Highland Capital Management, L.P. Objections due by 2/14/2020. (Pomerantz, Jeffrey)
01/24/2020	393 (140 pgs) Transcript regarding Hearing Held 01/21/2020 (140 pgs.) RE: Motions. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 04/23/2020. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) Hearing held on 1/21/2020. (RE: related document(s) 271 Trustee's Motion to appoint trustee filed by U.S. Trustee United States Trustee) (Appearances: J. Pomerantz, J. Morris, M. Litvak, M. Hayward, and Z. Annable for Debtor; D. Twomey, P. Reid, and J. Hoffman for Official Unsecured Creditors Committee; R. Patel for Acis; L. Lambert for UST; M. Platt and

M. Hankin (telephonically) for Crusader Fund Redeemer Committee; K. Posin and A. Attarwala for UBS; A. Anderson and J. Bentley (telephonically) for CLO Issuers. Evidentiary hearing. Motion denied. Debtors counsel should upload a form of order consistent with the courts ruling.), Hearing held on 1/21/2020. (RE: related document(s)[7](#) Motion to Maintain Bank Accounts /Motion of the Debtor for Interim and Final Orders Authorizing (A) Continuance of Existing Cash Management System and Brokerage Relationships, (B) Continued Use of the Prime Account, (C) Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (D) Granting Related Relief Filed By Highland Capital Management, L.P. (Attachments: [1](#) Exhibit A - Interim Order) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #5 ON 10/16/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Appearances: J. Pomerantz, J. Morris, M. Litvak, M. Hayward, and Z. Annable for Debtor; D. Twomey, P. Reid, and J. Hoffman for Official Unsecured Creditors Committee; R. Patel for Acis; L. Lambert for UST; M. Platt and M. Hankin (telephonically) for Crusader Fund Redeemer Committee; K. Posin and A. Attarwala for UBS; A. Anderson and J. Bentley (telephonically) for CLO Issuers. Nonevidentiary hearing. Motion granted on a final basis. Debtors counsel should upload order.), Hearing held on 1/21/2020. (RE: related document(s)[177](#) Motion to Authorize Motion of the Debtor for Entry of an Order Authorizing the Debtor to Pay and Honor Ordinary Course Obligations Under Employee Bonus Plans and Granting Related Relief Filed by Highland Capital Management, L.P.. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Exhibit A - Proposed Order # 2 Notice) [ORIGINALLY FILED AS DOCUMENT #170 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Appearances: J. Pomerantz, J. Morris, M. Litvak, M. Hayward, and Z. Annable for Debtor; D. Twomey, P. Reid, and J. Hoffman for Official Unsecured Creditors Committee; R. Patel for Acis; L. Lambert for UST; M. Platt and M. Hankin (telephonically) for Crusader Fund Redeemer Committee; K. Posin and A. Attarwala for UBS; A. Anderson and J. Bentley (telephonically) for CLO Issuers. Nonevidentiary hearing. Motion, as narrowed, granted. Debtors counsel should upload order.), Hearing held on 1/21/2020. (RE: related document(s)[180](#) Application/Motion to Employ/Retain Mercer (US) Inc. as Compensation Consultant Filed by Highland Capital Management, L.P.. Hearing scheduled for 12/17/2019 at 11:00 AM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 12/10/2019. (Attachments: # 1 Notice # 2 Exhibit A - Proposed Order # 3 Exhibit B - Declaration of John Dempsey in Support # 4 Exhibit C - Highland Key Employee Incentives # 5 Certificate of Service and Service List)(O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #173 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.) (Appearances: J. Pomerantz, J. Morris, M. Litvak, M. Hayward, and Z. Annable for Debtor; D. Twomey, P. Reid, and J. Hoffman for Official Unsecured Creditors Committee; R. Patel for Acis; L. Lambert for UST; M. Platt and M. Hankin (telephonically) for Crusader Fund Redeemer Committee; K. Posin and A. Attarwala for UBS; A. Anderson and J. Bentley (telephonically) for CLO Issuers. Nonevidentiary hearing. Motion granted, with certain amendments as discussed on the record. Debtors counsel should upload order.), Hearing held on 1/21/2020. (RE: related document(s)[280](#) Motion for protective order Joint Motion for Entry of an Order Approving the Agreed Protective Order filed by Debtor Highland Capital Management, L.P., Creditor Committee Official Committee of Unsecured Creditors) (Appearances: J. Pomerantz, J. Morris, M. Litvak, M. Hayward, and Z. Annable for Debtor; D. Twomey, P. Reid, and J. Hoffman for Official Unsecured Creditors Committee; R. Patel for Acis; L. Lambert for UST; M. Platt and M. Hankin (telephonically) for Crusader Fund Redeemer Committee; K. Posin and A. Attarwala for UBS; A. Anderson and J. Bentley (telephonically) for CLO Issuers. Nonevidentiary hearing. Motion granted, with certain amendments as discussed on the record. Debtors counsel should upload order.), Hearing held on 1/21/2020. (RE: related document(s)[127](#) Motion to File Under Seal of the Omnibus Objection of the Official Committee of Unsecured Creditors to the Debtors (I) Motion for Final Order Authorizing Continuance of the Existing Cash Management System, (II) Motion to Employ and Retain Development Specialists, Inc. to Provide a Chief Restructuring Officer, and (III) Precautionary Motion for Approval of Protocols for Ordinary Course Transactions Filed by Official Committee of Unsecured Creditors. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/19/2019. (Attachments: # 1 Notice # 2 Proposed Form of Order) [ORIGINALLY FILED AS DOCUMENT #123 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)(Appearances: J. Pomerantz, J. Morris, M. Litvak, M. Hayward, and Z. Annable for Debtor; D. Twomey, P. Reid, and J. Hoffman for Official Unsecured Creditors Committee; R. Patel for Acis; L. Lambert for UST; M. Platt and M. Hankin (telephonically) for Crusader Fund Redeemer Committee; K. Posin and A. Attarwala for UBS; A. Anderson and J. Bentley (telephonically) for CLO Issuers. Nonevidentiary hearing. Motion denied for mootness. UCCs counsel should upload order.)). Transcript to be made available to the public on 04/23/2020. (Rehling, Kathy)

01/24/2020	<p>● 394 (28 pgs) Application for compensation <i>Second Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Texas Counsel to the Debtor for the Period from December 1, 2019 through December 30, 2019</i> for Foley Gardere, Foley & Lardner LLP f/k/a Gardere Wynne Sewell LLP, Special Counsel, Period: 12/1/2019 to 12/31/2019, Fee: \$143,328.50, Expenses: \$2,808.29. Filed by Attorney Holland N. O'Neil Objections due by 2/14/2020. (O'Neil, Holland)</p>
01/24/2020	<p>● 395 (11 pgs; 2 docs) Motion to extend or limit the exclusivity period Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)</p>
01/24/2020	<p>● 396 (8 pgs) Motion for expedited hearing(related documents 395 Motion to extend/shorten time) (<i>Motion for (i) Expedited Hearing on Debtor's Motion for Entry of an Order Pursuant to 11 U.S.C. 1121(d) and Local Rule 3016-1 Extending the Exclusivity Periods for the Filing and Solicitation of Acceptances of a Chapter 11 Plan, or Alternatively, (ii) Entry of a Bridge Order Extending the Exclusivity Period for the Filing of a Chapter 11 Plan Through February 19, 2020</i>) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
01/24/2020	<p>● 397 (17 pgs; 3 docs) Motion to enforce(<i>Motion of the Debtor for the Entry of an Order Concerning the "Sealing Motion" and for a Conference Concerning the Substance, Scope and Intent of Certain Recent Rulings</i>) (related document(s): 382 Order on motion for protective order) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B--Email Correspondence) (Annable, Zachery)</p>
01/24/2020	<p>● 398 (6 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)381 Order Granting Application to Employ Mercer (US) Inc. as Compensation Consultant to the debtor (related document 180) Entered on 1/22/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 01/24/2020. (Admin.)</p>
01/24/2020	<p>● 399 (8 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)379 Final Order Authorizing (A) Continuance of Existing Cash Management System, (B) Continued Use of the Prime Account and Maxim Prime Account, (C) Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (D) Granting Related Relief Filed By Highland Capital Management, L.P (related document 7) Entered on 1/22/2020. (Okafor, M.)) No. of Notices: 44. Notice Date 01/24/2020. (Admin.)</p>
01/27/2020	<p>● 400 (10 pgs) Certificate of service re: (<i>Supplemental</i>) <i>Notice of Chapter 11 Bankruptcy Case and Meeting of Creditors; to be Held on January 9, 2020 at 11:00 a.m.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)229 Meeting of creditors 341(a) meeting to be held on 1/9/2020 at 11:00 AM at Dallas, Room 976. Proofs of Claims due by 4/8/2020. Attorney(s)certificate of service of 341 meeting chapter 11 to be filed by 01/9/2020.). (Kass, Albert)</p>
01/27/2020	<p>● 401 (8 pgs) Certificate of service re: <i>Notice of Agenda of Matters Scheduled for Hearing on January 21, 2020 at 9:30 a.m. (Central Time)</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)368 <i>Notice (Notice of Agenda of Matters Scheduled for Hearing on January 21, 2020 at 9:30 a.m. (Central Time))</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/27/2020	<p>● 402 (9 pgs) Certificate of service re: <i>Documents Served on January 17, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)369 <i>Notice (Notice of Filing of Monthly Staffing Report by Development Specialists, Inc for the Period from October 16, 2019, Through November 30, 2019)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). (Attachments: # 1 Exhibit A--Staffing Report) filed by Debtor Highland Capital Management, L.P., 370 Joint Motion to continue hearing on (related documents 68 Application to employ, 69 Application to employ)(<i>Joint Motion for Continuance of Hearing on (i) Debtor's Application for an Order Authorizing the Employment of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel, Nunc Pro Tunc to the Petition Date, and (ii)</i></p>

	<p><i>Debtor's Application for an Order Authorizing the Retention and Employment of Lynn Pinker Cox & Hurst LLP as Special Texas Litigation Counsel, Nunc Pro Tunc to the Petition Date</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) filed by Debtor Highland Capital Management, L.P., 371 Order granting joint motion to continue hearing on (related document 370) (related documents Application to employ Foley Gardere, Foley & Lardner LLP as Special Counsel, Application to employ Lynn Pinker Cox & Hurst LLP as Special Counsel). ORDERED that the hearing on the Applications currently scheduled for January 21, 2020 at 9:30 a.m., will be continued to a new hearing date to be determined by the Parties; and it is further Entered on 1/17/2020. (Okafor, M.), 372 Witness and Exhibit List (<i>Debtor's Witness and Exhibit List in Connection with Its Opposition to Motion to Appoint a Chapter 11 Trustee</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)362 Response). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/27/2020	<p>403 (13 pgs) Certificate of service re: <i>Documents Served on or before January 21, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)373 Amended Notice (<i>First Amended Notice of Agenda of Matters Scheduled for Hearing on January 21, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)368 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on January 21, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.). filed by Debtor Highland Capital Management, L.P., 374 Amended Notice (<i>Second Amended Notice of Agenda of Matters Scheduled for Hearing on January 21, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)368 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on January 21, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P., 373 Amended Notice (<i>First Amended Notice of Agenda of Matters Scheduled for Hearing on January 21, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)368 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on January 21, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.).). filed by Debtor Highland Capital Management, L.P., 378 Application for compensation <i>First Monthly Application for Compensation and Reimbursement of Expenses on behalf of the Unsecured Creditors Committee</i> for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 11/30/2019, Fee: \$322,274.88, Expenses: \$4,687.35. Filed by Attorney Juliana Hoffman Objections due by 2/11/2020. filed by Financial Advisor FTI Consulting, Inc.). (Kass, Albert)</p>
01/27/2020	<p>404 (11 pgs) Certificate of service re: <i>Documents Served on January 22, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)379 Final Order Authorizing (A) Continuance of Existing Cash Management System, (B) Continued Use of the Prime Account and Maxim Prime Account, (C) Limited Waiver of Section 345(b) Deposit and Investment Requirements, and (D) Granting Related Relief Filed By Highland Capital Management, L.P (related document 7) Entered on 1/22/2020. (Okafor, M.), 380 Order Authorizing Debtor to Pay and Honor Ordinary Course Obligations Under Employee Bonus Plans and Granting Related Relief Filed by Highland Capital Management, L.P. (related document 177) Entered on 1/22/2020. (Okafor, M.), 381 Order Granting Application to Employ Mercer (US) Inc. as Compensation Consultant to the debtor (related document 180) Entered on 1/22/2020. (Okafor, M.), 382 Agreed Order Granting Motion for Protective Order (related document 280) Entered on 1/22/2020. (Okafor, M.), 385 Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)235 Application for compensation <i>First Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period From October 16, 2019 Through October 31, 2019</i> for Highland C). filed by Debtor Highland Capital Management, L.P., 386 Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)286 Application for compensation <i>Second Monthly Application for Compensation and for Reimbursement of Expenses for the Period from November 1, 2019 through November 30, 2019</i> for Highland Capital Management, L.P., Debtor's Attorney, Period: 11/1). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/27/2020	<p>405 (11 pgs) Debtor-in-possession monthly operating report for filing period 10/16/2019 to 10/31/2019 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
01/27/2020	<p>406 (10 pgs; 3 docs) Notice (<i>Notice of Filing of Third Amended Exhibit B to Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtor in the Ordinary Course of Business</i>) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit 1--Updated OCP List # 2 Exhibit 2--Blackline OCP List) (Annable, Zachery)</p>

01/27/2020	<p>● 407 (4 pgs) Declaration re: (<i>Disclosure Declaration of Ordinary Course Professional--Shawn Raver</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). (Annable, Zachery)</p>
01/27/2020	<p>● 408 (3 pgs) Notice of hearing(<i>Notice of Status Conference</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)397 Motion to enforce(<i>Motion of the Debtor for the Entry of an Order Concerning the "Sealing Motion" and for a Conference Concerning the Substance, Scope and Intent of Certain Recent Rulings</i>) (related document(s): 382 Order on motion for protective order) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B--Email Correspondence)). Status Conference to be held on 2/19/2020 at 09:30 AM at Dallas Judge Jernigan Ctrm. (Annable, Zachery)</p>
01/28/2020	<p>● 409 (3 pgs) Order Denying as Moot the Motion of the Official Committee of Unsecured Creditors for an Order Authorizing Filing Under Seal of the Omnibus Objection to the Debtor's (I) Motion for Final Order Authorizing Continuance of the Existing Cash Management System, (II) Motion to Employ and Retain Development Specialists, Inc. to Provide a Chief Restructuring Officer, and (III) Precautionary Motion for Approval of Protocols for "Ordinary Course" Transactions (RE: related document(s) 128 Document and 127 Motion). Entered on 1/28/2020 (Okafor, M.). Modified linkage on 2/11/2020 (Okafor, M.).</p>
01/28/2020	<p>● 410 (3 pgs) Bridge Order extending the exclusivity periods for filing Chapter 11 Plan and granting motion for expedited hearing (Related Doc# 396)(document set for hearing: 395 Motion to extend/shorten time) Hearing to be held on 2/19/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 395, Entered on 1/28/2020. (Okafor, M.)</p>
01/28/2020	<p>● 411 (2 pgs) Notice of Appearance and Request for Notice by Shawn M. Christianson Filed by Creditor Oracle America, Inc.. (Christianson, Shawn)</p>
01/28/2020	<p>● 412 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)395 Motion to extend or limit the exclusivity period Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 2/19/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 395, (Annable, Zachery)</p>
01/29/2020	<p>● 413 (5 pgs) Certificate of service re: 1) <i>First and Final Application of Young Conaway Stargatt & Taylor, LLP as Co- Counsel for the Official Committee of Unsecured Creditors for Allowance of Compensation and Reimbursement of Expenses Incurred for the First and Final Period from November 8, 2019 Through and Including January 13, 2020</i>; 2) <i>Notice of First and Final Application of Young Conaway Stargatt & Taylor, LLP as Co-Counsel for the Official Committee of Unsecured Creditors for Allowance of Compensation and Reimbursement of Expenses Incurred for the First and Final Period from November 8, 2019 Through and Including January 13, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)389 Application for compensation <i>First and Final Application for Compensation and Reimbursement of Expenses on behalf of Young Conaway Stargatt & Taylor, LLP as Co-Counsel</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 11/8/2019 to 1/13/2020, Fee: \$272,300.00, Expenses: \$8,855.56. Filed by Attorney Juliana Hoffman Objections due by 2/13/2020. filed by Creditor Committee Official Committee of Unsecured Creditors, 390 Supplemental <i>Notice of the Young Conaway Stargatt & Taylor, LLP Final Fee Application</i> filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)389 Application for compensation <i>First and Final Application for Compensation and Reimbursement of Expenses on behalf of Young Conaway Stargatt & Taylor, LLP as Co-Counsel</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 11/8/2019 to 1/13/2020, Fee: \$272,300.00, Expenses: \$8,855.56. Filed by Attorney Juliana Hoffman Objections due by 2/13/2020.). filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
01/29/2020	<p>● 414 (11 pgs) Certificate of service re: <i>Documents Served on January 24, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)392 Application for compensation <i>Third Monthly Application for Compensation and for Reimbursement of Expenses for the Period from December 1, 2019 through December 31, 2019</i> for Highland Capital Management, L.P., Debtor's Attorney, Period: 12/1/2019</p>

	<p>to 12/31/2019, Fee: \$389,730.35, Expenses: \$26,226.80. Filed by Debtor Highland Capital Management, L.P. Objections due by 2/14/2020. filed by Debtor Highland Capital Management, L.P., 394 Application for compensation <i>Second Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Counsel to the Debtor for the Period from December 1, 2019 through December 30, 2019</i> for Foley Gardere, Foley & Lardner LLP f/k/a Gardere Wynne Sewell LLP, Special Counsel, Period: 12/1/2019 to 12/31/2019, Fee: \$143,328.50, Expenses: \$2,808.29. Filed by Attorney Holland N. O'Neil Objections due by 2/14/2020. (O'Neil, Holland), 395 Motion to extend or limit the exclusivity period Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P., 396 Motion for expedited hearing(related documents 395 Motion to extend/shorten time) (<i>Motion for (i) Expedited Hearing on Debtor's Motion for Entry of an Order Pursuant to 11 U.S.C. 1121(d) and Local Rule 3016-1 Extending the Exclusivity Periods for the Filing and Solicitation of Acceptances of a Chapter 11 Plan, or Alternatively, (ii) Entry of a Bridge Order Extending the Exclusivity Period for the Filing of a Chapter 11 Plan Through February 19, 2020</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 397 Motion to enforce(<i>Motion of the Debtor for the Entry of an Order Concerning the "Sealing Motion" and for a Conference Concerning the Substance, Scope and Intent of Certain Recent Rulings</i>) (related document(s): 382 Order on motion for protective order) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B--Email Correspondence) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/30/2020	<p>415 (10 pgs) Certificate of service re: <i>Documents Served on January 27, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)406 Notice (<i>Notice of Filing of Third Amended Exhibit B to Motion for an Order Authorizing the Debtor to Retain, Employ, and Compensate Certain Professionals Utilized by the Debtor in the Ordinary Course of Business</i>) filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit 1--Updated OCP List # 2 Exhibit 2--Blackline OCP List) filed by Debtor Highland Capital Management, L.P., 407 Declaration re: (<i>Disclosure Declaration of Ordinary Course Professional--Shawn Raver</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). filed by Debtor Highland Capital Management, L.P., 408 Notice of hearing(<i>Notice of Status Conference</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)397 Motion to enforce(<i>Motion of the Debtor for the Entry of an Order Concerning the "Sealing Motion" and for a Conference Concerning the Substance, Scope and Intent of Certain Recent Rulings</i>) (related document(s): 382 Order on motion for protective order) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B--Email Correspondence)). Status Conference to be held on 2/19/2020 at 09:30 AM at Dallas Judge Jernigan Ctrm. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/30/2020	<p>416 (6 pgs) Certificate of service re: <i>Documents Served on January 28, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)409 Order Denying as Moot the Motion of the Official Committee of Unsecured Creditors for an Order Authorizing Filing Under Seal of the Omnibus Objection to the Debtor's (I) Motion for Final Order Authorizing Continuance of the Existing Cash Management System, (II) Motion to Employ and Retain Development Specialists, Inc. to Provide a Chief Restructuring Officer, and (III) Precautionary Motion for Approval of Protocols for "Ordinary Course" Transactions (RE: related document(s) 128 Document). Entered on 1/28/2020 (Okafor, M.), 410 Bridge Order extending the exclusivity periods for filing Chapter 11 Plan and granting motion for expedited hearing (Related Doc396)(document set for hearing: 395 Motion to extend/shorten time) Hearing to be held on 2/19/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 395, Entered on 1/28/2020. (Okafor, M.), 412 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)395 Motion to extend or limit the exclusivity period Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 2/19/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 395, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
01/31/2020	<p>417 (47 pgs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from December 1, 2019 through December 31, 2019</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). (Annable, Zachery)</p>

01/31/2020	<p>● 418 (9 pgs) Debtor-in-possession monthly operating report for filing period December 1, 2019 to December 31, 2019 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
01/31/2020	<p>● 419 (10 pgs; 2 docs) Motion to extend time to (Agreed Motion to Extend by One Hundred Twenty Days the Deadline to Assume or Reject Unexpired Nonresidential Real Property Lease) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) (Annable, Zachery)</p>
01/31/2020	<p>● 420 (82 pgs; 3 docs) Application for compensation <i>Second Monthly Application of Sidley Austin LLP for Allowance of Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Aty, Period: 12/1/2019 to 12/31/2019, Fee: \$702,665.28, Expenses: \$30,406.08. Filed by Attorney Juliana Hoffman, Creditor Committee Official Committee of Unsecured Creditors Objections due by 2/21/2020. (Attachments: # 1 Exhibit A Fee Statement # 2 Exhibit B Expense Detail) (Hoffman, Juliana)</p>
01/31/2020	<p>● 421 (36 pgs; 4 docs) Motion for leave (<i>Debtor's Motion for an Order (i) Establishing Bar Dates for Filing Claims, Including 503(b)(9) Claims; and (ii) Approving the Form and Manner of Notice Thereof</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Form of Bar Date Notice # 2 Exhibit B--Form of Publication Notice # 3 Exhibit C--Proposed Order) (Annable, Zachery)</p>
01/31/2020	<p>● 422 (7 pgs) Motion for expedited hearing(related documents 421 Motion for leave) (<i>Motion for Expedited Hearing on Debtor's Motion for an Order (i) Establishing Bar Dates for Filing Claims, Including 503(b)(9) Claims; and (ii) Approving the Form and Manner of Notice Thereof</i>) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
02/02/2020	<p>● 423 (3 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)343 Application for compensation <i>First Monthly Application for Compensation and for Reimbursement of Expenses of Sidley Austin LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Aty, Period: 10/29/2019 to 11/30/2019, Fee: \$7). (Hoffman, Juliana)</p>
02/03/2020	<p>● 424 (3 pgs) Certificate of service re: <i>Notice of Chapter 11 Bankruptcy Case and Meeting of Creditors; to be Held on January 9, 2020 at 11:00 a.m.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)229 Meeting of creditors 341(a) meeting to be held on 1/9/2020 at 11:00 AM at Dallas, Room 976. Proofs of Claims due by 4/8/2020. Attorney(s)certificate of service of 341 meeting chapter 11 to be filed by 01/9/2020.). (Kass, Albert)</p>
02/04/2020	<p>● 425 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)340 Application to employ Hayward & Associates PLLC as Attorney (<i>Debtor's Application Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment of Hayward & Associate</i>). (Hayward, Melissa)</p>
02/04/2020	<p>● 426 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)421 Motion for leave (<i>Debtor's Motion for an Order (i) Establishing Bar Dates for Filing Claims, Including 503(b)(9) Claims; and (ii) Approving the Form and Manner of Notice Thereof</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Form of Bar Date Notice # 2 Exhibit B--Form of Publication Notice # 3 Exhibit C--Proposed Order)). Hearing to be held on 2/19/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 421, (Annable, Zachery)</p>
02/05/2020	<p>● 427 (2 pgs) Order granting motion for expedited hearing (Related Doc# 422)(document set for hearing: 421 Motion for an Order (i) Establishing Bar Dates for Filing Claims, Including 503(b)(9) Claims; and (ii) Approving the Form and Manner of Notice Thereof) Hearing to be held on 2/19/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 421, Entered on 2/5/2020. (Okafor, M.)</p>
02/05/2020	<p>● 428 (2 pgs) Order denying motion to appoint trustee. (related document # 271) Entered on 2/5/2020.</p>

	(Okafor, M.)
02/06/2020	<p>● 429 (2 pgs) Order granting 419 Motion to Extend Deadline to Assume or Reject Unexpired Nonresidential Real Property Lease by One Hundred and Twenty Days Entered on 2/6/2020. (Okafor, M.)</p>
02/06/2020	<p>● 430 (11 pgs) Certificate of service re: <i>Documents Served on January 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)417 Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from December 1, 2019 through December 31, 2019</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). filed by Debtor Highland Capital Management, L.P., 419 Motion to extend time to (Agreed Motion to Extend by One Hundred Twenty Days the Deadline to Assume or Reject Unexpired Nonresidential Real Property Lease) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) filed by Debtor Highland Capital Management, L.P., 420 Application for compensation <i>Second Monthly Application of Sidley Austin LLP for Allowance of Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 12/1/2019 to 12/31/2019, Fee: \$702,665.28, Expenses: \$30,406.08. Filed by Attorney Juliana Hoffman, Creditor Committee Official Committee of Unsecured Creditors Objections due by 2/21/2020. (Attachments: # 1 Exhibit A Fee Statement # 2 Exhibit B Expense Detail) filed by Creditor Committee Official Committee of Unsecured Creditors, 421 Motion for leave (<i>Debtor's Motion for an Order (i) Establishing Bar Dates for Filing Claims, Including 503(b)(9) Claims; and (ii) Approving the Form and Manner of Notice Thereof</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Form of Bar Date Notice # 2 Exhibit B--Form of Publication Notice # 3 Exhibit C--Proposed Order) filed by Debtor Highland Capital Management, L.P., 422 Motion for expedited hearing(related documents 421 Motion for leave) (<i>Motion for Expedited Hearing on Debtor's Motion for an Order (i) Establishing Bar Dates for Filing Claims, Including 503(b)(9) Claims; and (ii) Approving the Form and Manner of Notice Thereof</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/06/2020	<p>● 431 (6 pgs) Certificate of service re: <i>Notice of Hearing on Debtor's Motion for an Order (I) Establishing Bar Dates for Filing Claims, Including 503(b)(9) Claims; and (II) Approving the Form and Manner of Notice Thereof</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)426 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)421 Motion for leave (<i>Debtor's Motion for an Order (i) Establishing Bar Dates for Filing Claims, Including 503(b)(9) Claims; and (ii) Approving the Form and Manner of Notice Thereof</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Form of Bar Date Notice # 2 Exhibit B--Form of Publication Notice # 3 Exhibit C--Proposed Order)). Hearing to be held on 2/19/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 421, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/06/2020	<p>● 432 (5 pgs) Certificate of service re: <i>(Supplemental) Notice of Chapter 11 Bankruptcy Case and Meeting of Creditors; to be Held on January 9, 2020 at 11:00 a.m.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)229 Meeting of creditors 341(a) meeting to be held on 1/9/2020 at 11:00 AM at Dallas, Room 976. Proofs of Claims due by 4/8/2020. Attorney(s)certificate of service of 341 meeting chapter 11 to be filed by 01/9/2020.). (Kass, Albert)</p>
02/07/2020	<p>● 433 (1 pg) Clerk's correspondence requesting an order or a notice of hearing from attorney for debtor. (RE: related document(s)270 Application for compensation - <i>First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through November 30, 2019</i> for Foley Gardere, Foley & Lardner LLP f/k/a Gardere Wynne Sewell LLP, Special Counsel, Period: 10/16/2019 to 11/30/2019, Fee: \$176129.00, Expenses: \$7836.31. Filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP f/k/a Gardere Wynne Sewell LLP Objections due by 1/13/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland)) Responses due by 2/14/2020. (Ecker, C.)</p>
02/10/2020	<p>● 434 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)351 Motion to extend time to (Debtor's Motion for Entry of an Order Extending the</p>

	Period Within Which It May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure)). (Hayward, Melissa)
02/10/2020	435 (3 pgs) Order granting application to employ Hayward & Associates PLLC for Highland Capital Management, L.P. as Local Counsel (related document # 340) Entered on 2/10/2020. (Okafor, M.)
02/10/2020	436 (3 pgs) Certificate of service re: <i>(Supplemental) Notice of Chapter 11 Bankruptcy Case and Meeting of Creditors; to be Held on January 9, 2020 at 11:00 a.m.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 229 Meeting of creditors 341(a) meeting to be held on 1/9/2020 at 11:00 AM at Dallas, Room 976. Proofs of Claims due by 4/8/2020. Attorney(s)certificate of service of 341 meeting chapter 11 to be filed by 01/9/2020.). (Kass, Albert)
02/10/2020	437 (3 pgs) Notice <i>(Notice of Withdrawal of Debtor's Application for an Order Authorizing the Retention and Employment of Lynn Pinker Cox & Hurst LLP as Special Texas Litigation Counsel, Nunc Pro Tunc to the Petition Date)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 69 Application/Motion to Employ/Retain Lynn Pinker Cox & Hurst LLP as Special Texas Litigation Counsel Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Hurst Declaration # 3 Exhibit B - Proposed Order # 4 2016 Statement # 5 Declaration Frank Waterhouse # 6 Certificate of Service) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #70 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Annable, Zachery)
02/10/2020	438 (3 pgs) **WITHDRAWN by document # 443 ** Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 270 Application for compensation - <i>First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through November 30, 2019</i> for Foley Gardere, Foley & Lardner LLP f/k/a Gardere Wynne Sewell LLP, Special Counsel, Period: 10/16/2019 to 11/30/2019, Fee: \$176129.00, Expenses: \$7836.31. Filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP f/k/a Gardere Wynne Sewell LLP Objections due by 1/13/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland)). Hearing to be held on 3/11/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 270 , (Annable, Zachery) Modified on 2/13/2020 (Ecker, C.).
02/11/2020	439 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 67 Motion by Highland Capital Management, L.P.). (Annable, Zachery)
02/12/2020	440 (6 pgs) Certificate of service re: <i>1) Order Granting Motion for Expedited Hearing on Debtor's Motion for an Order (I) Establishing Bar Dates for Filing Claims, Including 503(b)(9) Claims; and (II) Approving the Form and Manner of Notice Thereof; to be Held on February 19, 2020 at 9:30 a.m. (Central Time); 2) Order Denying United States Trustee's Motion for an Order Directing the Appointment of a Chapter 11 Trustee</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 427 Order granting motion for expedited hearing (Related Doc 422)(document set for hearing: 421 Motion for an Order (i) Establishing Bar Dates for Filing Claims, Including 503(b)(9) Claims; and (ii) Approving the Form and Manner of Notice Thereof) Hearing to be held on 2/19/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 421 , Entered on 2/5/2020. (Okafor, M.), 428 Order denying motion to appoint trustee. (related document 271) Entered on 2/5/2020. (Okafor, M.)). (Kass, Albert)
02/12/2020	441 (6 pgs) Certificate of service re: <i>Order Extending Deadline to Assume or Reject Unexpired Nonresidential Real Property Lease by One Hundred and Twenty Days</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 429 Order granting 419 Motion to Extend Deadline to Assume or Reject Unexpired Nonresidential Real Property Lease by One Hundred and Twenty Days Entered on 2/6/2020. (Okafor, M.)). (Kass, Albert)
02/12/2020	442 (32 pgs) Application for compensation <i>Second Monthly Application for Allowance of Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period:

	12/1/2019 to 12/31/2019, Fee: \$89,215.36, Expenses: \$3,955.12, Filed by Financial Advisor FTI Consulting, Inc. Objections due by 3/4/2020. (Hoffman, Juliana)
02/12/2020	<p>● 443 (3 pgs) Notice (<i>Notice of Withdrawal of Notice of Hearing on the First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through November 30, 2019</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)438 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)270 Application for compensation - <i>First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through November 30, 2019</i> for Foley Gardere, Foley & Lardner LLP f/k/a Gardere Wynne Sewell LLP, Special Counsel, Period: 10/16/2019 to 11/30/2019, Fee: \$176129.00, Expenses: \$7836.31. Filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP f/k/a Gardere Wynne Sewell LLP Objections due by 1/13/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland)). Hearing to be held on 3/11/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 270.) (Annable, Zachery)</p>
02/12/2020	<p>● 444 (3 pgs) Certificate No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)378 Application for compensation <i>First Monthly Application for Compensation and Reimbursement of Expenses on behalf of the Unsecured Creditors Committee</i> for FTI Consulting, Inc., Financial Advisor, Period: 11/6/2019 to 11/30/2019, Fee: \$32). (Hoffman, Juliana)</p>
02/13/2020	<p>● 445 (6 pgs) Certificate of service re: 1) <i>Order Authorizing and Approving Debtor's Application Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment of Hayward & Associates PLLC as Local Counsel</i>; 2) <i>Notice of Withdrawal of Debtor's Application for an Order Authorizing the Retention and Employment of Lynn Pinker Cox & Hurst LLP as Special Texas Litigation Counsel, Nunc Pro Tunc to the Petition Date</i>; and 3) <i>Notice of Hearing re: First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 Through November 30, 2019; to be Held on March 11, 2020 at 9:30 a.m. (Central Time)</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)435 Order granting application to employ Hayward & Associates PLLC for Highland Capital Management, L.P. as Local Counsel (related document 340) Entered on 2/10/2020. (Okafor, M.), 437 Notice (<i>Notice of Withdrawal of Debtor's Application for an Order Authorizing the Retention and Employment of Lynn Pinker Cox & Hurst LLP as Special Texas Litigation Counsel, Nunc Pro Tunc to the Petition Date</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)69 Application/Motion to Employ/Retain Lynn Pinker Cox & Hurst LLP as Special Texas Litigation Counsel Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A - Hurst Declaration # 3 Exhibit B - Proposed Order # 4 2016 Statement # 5 Declaration Frank Waterhouse # 6 Certificate of Service) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #70 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). filed by Debtor Highland Capital Management, L.P., 438 **WITHDRAWN by document 443 ** Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)270 Application for compensation - <i>First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through November 30, 2019</i> for Foley Gardere, Foley & Lardner LLP f/k/a Gardere Wynne Sewell LLP, Special Counsel, Period: 10/16/2019 to 11/30/2019, Fee: \$176129.00, Expenses: \$7836.31. Filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP f/k/a Gardere Wynne Sewell LLP Objections due by 1/13/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland)). Hearing to be held on 3/11/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 270.) (Annable, Zachery) Modified on 2/13/2020 (Ecker, C.). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/13/2020	<p>● 446 (6 pgs) Witness and Exhibit List filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. (RE: related document(s)68 Application to employ Foley Gardere, Foley & Lardner LLP as Special Counsel). (Chiarello, Annmarie)</p>
02/13/2020	<p>● 447 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)395 Motion to extend or limit the exclusivity period). (Annable, Zachery)</p>

02/13/2020	<p>● 448 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)421 Motion for leave (<i>Debtor's Motion for an Order (i) Establishing Bar Dates for Filing Claims, Including 503(b)(9) Claims; and (ii) Approving the Form and Manner of Notice Thereof</i>)). (Annable, Zachery)</p>
02/13/2020	<p>● 449 (10 pgs) Certificate of service re: 1) <i>Second Monthly Application of FTI Consulting, Inc. for Allowance of Compensation and Reimbursement of Expenses for the Period from December 1, 2019 to and Including December 31, 2019</i>; 2) <i>Notice of Withdrawal of Notice of Hearing on the First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 Through November 30, 2019</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)442 Application for compensation <i>Second Monthly Application for Allowance of Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 12/1/2019 to 12/31/2019, Fee: \$89,215.36, Expenses: \$3,955.12. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 3/4/2020. filed by Creditor Committee Official Committee of Unsecured Creditors, Financial Advisor FTI Consulting, Inc., 443 Notice (<i>Notice of Withdrawal of Notice of Hearing on the First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through November 30, 2019</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)438 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)270 Application for compensation - <i>First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through November 30, 2019</i> for Foley Gardere, Foley & Lardner LLP f/k/a Gardere Wynne Sewell LLP, Special Counsel, Period: 10/16/2019 to 11/30/2019, Fee: \$176129.00, Expenses: \$7836.31. Filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP f/k/a Gardere Wynne Sewell LLP Objections due by 1/13/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland)). Hearing to be held on 3/11/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 270.) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/14/2020	<p>● 450 (7 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)389 Application for compensation <i>First and Final Application for Compensation and Reimbursement of Expenses on behalf of Young Conaway Stargatt & Taylor, LLP as Co-Counsel</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Perio). (Hoffman, Juliana)</p>
02/14/2020	<p>● 451 (49 pgs; 4 docs) Motion for relief from stay Fee amount \$181, Filed by Jennifer G. Terry, Joshua Terry Objections due by 3/2/2020. (Attachments: # 1 Exhibit 1 (Arb Award) # 2 Exhibit 2 (Rule 11) # 3 Exhibit 3 (Terry Declaration)) (Shaw, Brian)</p>
02/14/2020	<p>Receipt of filing fee for Motion for relief from stay(19-34054-sgj11) [motion,mrlfsty] (181.00). Receipt number 27457656, amount \$ 181.00 (re: Doc# 451). (U.S. Treasury)</p>
02/14/2020	<p>● 452 (2 pgs) Notice of hearing filed by Jennifer G. Terry, Joshua Terry (RE: related document(s)451 Motion for relief from stay Fee amount \$181, Filed by Jennifer G. Terry, Joshua Terry Objections due by 3/2/2020. (Attachments: # 1 Exhibit 1 (Arb Award) # 2 Exhibit 2 (Rule 11) # 3 Exhibit 3 (Terry Declaration))). Preliminary hearing to be held on 3/11/2020 at 09:30 AM at Dallas Judge Jernigan Ctrm. (Shaw, Brian)</p>
02/14/2020	<p>● 453 (8 pgs) Objection to (related document(s): 394 Application for compensation <i>Second Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Texas Counsel to the Debtor for the Period from December 1, 2019 through December 30, 20</i>) filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P.. (Patel, Rakhee)</p>
02/14/2020	<p>● 454 (4 pgs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)68 Application to employ Foley Gardere, Foley & Lardner LLP as Special Counsel). (Annable, Zachery)</p>

02/17/2020	<p>● 455 (10 pgs) Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on February 19, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
02/18/2020	<p>● 456 (4 pgs) Notice of Withdrawal of Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 124 Limited Objection to the Debtor's Application for an Order Authorizing the Retention and Employment of Foley Gardere, Foley & Lardner LLP and Lynn Pinker Cox & Hurst as Special Texas Counsel and Special Litigation Counsel, Nunc Pro Tunc to the Petition Date (related document(s) 69, 70) Filed by Official Committee of Unsecured Creditors (Weissgerber, Jaclyn) [ORIGINALLY FILED AS DOCUMENT #120 ON 11/12/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Hoffman, Juliana)</p>
02/18/2020	<p>● 457 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 392 Application for compensation <i>Third Monthly Application for Compensation and for Reimbursement of Expenses for the Period from December 1, 2019 through December 31, 2019</i> for Highland Capital Management, L.P., Debtor's Attorney, Period: 12/1/). (Annable, Zachery)</p>
02/19/2020	<p>● 458 (3 pgs) Order granting first and final application for compensation (related document # 389) granting for Young Conaway Stargatt & Taylor, LLP as co-counsel for Official Committee of Unsecured Creditors, fees awarded: \$272300.00, expenses awarded: \$8855.56 Entered on 2/19/2020. (Okafor, M.)</p>
02/19/2020	<p>● 459 (2 pgs) Order granting 351 Debtor's Motion for Entry of an Order Extending the Period Within Which It May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Entered on 2/19/2020. (Okafor, M.)</p>
02/19/2020	<p>● 460 (2 pgs) Order granting 395 Debtor's Motion to extend or limit the exclusivity period through and including June 12, 2020 Entered on 2/19/2020. (Okafor, M.)</p>
02/19/2020	<p>● 461 (4 pgs) Order granting motion of the Debtor for Entry of an Order (I) Authorizing Bradley D. Sharp to Act as Foreign Representative Pursuant to 11 U.S.C. Section 1505 and (II) Granting Related Relief (related document # 67) Entered on 2/19/2020. (Okafor, M.)</p>
02/19/2020	<p>● 462 (1 pg) Court admitted exhibits date of hearing February 19, 2020 (RE: related document(s) 68 Application/Motion to Employ/Retain Foley Gardere, Foley & Lardner LLP as Special Texas Counsel Filed by Highland Capital Management, L.P., (Court Admitted Debtors/Plaintiffs Exhibits #1, #2, #3, #4, #5, #6, #7 #8, & #9; Also Admitted Defendant/Respondent Exhibits #16 & #27 only). (Edmond, Michael)</p>
02/19/2020	<p>● 463 (1 pg) Request for transcript regarding a hearing held on 2/19/2020. The requested turn-around time is hourly (Jeng, Hawaii)</p>
02/19/2020	<p>● Hearing held on 2/19/2020. (RE: related document(s) 68 Application/Motion to Employ/Retain Foley Gardere, Foley & Lardner LLP as Special Texas Counsel Filed by Highland Capital Management, L.P.) (Appearances: G. Demo, J. Pomeranz, J. Morris, M. Hayward, and Z. Annabel for Debtors; M. Clemente and J. Hoffman for Unsecured Creditors Committee; L. Lambert for UST; P. Lamberson, R. Patel, and A. Chiarello for Acis; M. Platt for Redeemer Committee; A. Anderson for certain issuers of CLOs; J. Bentley (telephonically) for certain CLO issuers; M. Hankin (telephonically) for Redeemer Committee. Evidentiary hearing. Court granted in part and denied in part. Foley is approved for representation of Highland in all Acis bankruptcy case and adversary proceeding matters; court does not approve Highland paying Foley for Foleys representation of Neutra in Neutras appeal of Acis involuntary order for relief; court will approve Foley representing Highland in its appeal of Acis confirmation order but fees for Foley in connection with this appeal will be allocated appropriately between Neutra and Highland, and Highland will not pay for Neutras allocated portion of fees. Court added that it is skeptical regarding likely benefits to Highland of the appeal of Acis confirmation order, even assuming success on appeal (in contrast to possible benefits to Neutra and HCLOF) since, among other things, reversal of confirmation order would not reinstate previously rejected contracts or remove the Chapter 11 trustee. Thus, the court will closely</p>

	evaluate fees requested ultimately for likely benefit to Highland. Order should be submitted. (Edmond, Michael) (Entered: 02/25/2020)
02/19/2020	<p>● Hearing held on 2/19/2020. (RE: related document(s)281 Motion to compromise controversy with Official Committee of Unsecured Creditors filed by Debtor Highland Capital Management, L.P.) (Appearances: G. Demo, J. Pomeranz, J. Morris, M. Hayward, and Z. Annabel for Debtors; M. Clemente and J. Hoffman for Unsecured Creditors Committee; L. Lambert for UST; P. Lamberson, R. Patel, and A. Chiarello for Acis; M. Platt for Redeemer Committee; A. Anderson for certain issuers of CLOs; J. Bentley (telephonically) for certain CLO issuers; M. Hankin (telephonically) for Redeemer Committee. Nonevidentiary hearing. Court heard reports that carryover issues are being resolved.) (Edmond, Michael) (Entered: 02/25/2020)</p>
02/19/2020	<p>● Hearing held on 2/19/2020. (RE: related document(s)397 Motion to enforce (<i>Motion of the Debtor for the Entry of an Order Concerning the "Sealing Motion" and for a Conference Concerning the Substance, Scope and Intent of Certain Recent Rulings</i>) (related document(s): 382 Order on motion for protective order) Filed by Debtor Highland Capital Management, L.P.) (Appearances: G. Demo, J. Pomeranz, J. Morris, M. Hayward, and Z. Annabel for Debtors; M. Clemente and J. Hoffman for Unsecured Creditors Committee; L. Lambert for UST; P. Lamberson, R. Patel, and A. Chiarello for Acis; M. Platt for Redeemer Committee; A. Anderson for certain issuers of CLOs; J. Bentley (telephonically) for certain CLO issuers; M. Hankin (telephonically) for Redeemer Committee. Nonevidentiary hearing. Discussion of prior order on sealing motion and court clarified its intent.) (Edmond, Michael) (Entered: 02/25/2020)</p>
02/19/2020	<p>● Hearing held on 2/19/2020. (RE: related document(s)421 Motion for leave (Debtor's Motion for an Order (i) Establishing Bar Dates for Filing Claims, Including 503(b)(9) Claims; and (ii) Approving the Form and Manner of Notice Thereof) filed by Debtor Highland Capital Management, L.P.) (Appearances: G. Demo, J. Pomeranz, J. Morris, M. Hayward, and Z. Annabel for Debtors; M. Clemente and J. Hoffman for Unsecured Creditors Committee; L. Lambert for UST; P. Lamberson, R. Patel, and A. Chiarello for Acis; M. Platt for Redeemer Committee; A. Anderson for certain issuers of CLOs; J. Bentley (telephonically) for certain CLO issuers; M. Hankin (telephonically) for Redeemer Committee. Nonevidentiary hearing. Motion granted. Counsel to upload order.) (Edmond, Michael) (Entered: 02/25/2020)</p>
02/19/2020	<p>● Hearing held on 2/19/2020. (RE: related document(s)218 Motion for relief from stay MOTION OF PENSIONDANMARK PENSIONSORSIKRINGSAKTIESELSKAB FOR AN ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY TO TERMINATE INVESTMENT MANAGEMENT AGREEMENT, Filed by Creditor PensionDanmark Pensionsforsikringsaktieselskab) (Appearances: G. Demo, J. Pomeranz, J. Morris, M. Hayward, and Z. Annabel for Debtors; M. Clemente and J. Hoffman for Unsecured Creditors Committee; L. Lambert for UST; P. Lamberson, R. Patel, and A. Chiarello for Acis; M. Platt for Redeemer Committee; A. Anderson for certain issuers of CLOs; J. Bentley (telephonically) for certain CLO issuers; M. Hankin (telephonically) for Redeemer Committee. Nonevidentiary hearing. Court granted request to carry this matter to the 3/11/20 omnibus hearing.) (Edmond, Michael) (Entered: 02/25/2020)</p>
02/20/2020	<p>● 464 (119 pgs) Application for compensation <i>Fourth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period From January 1, 2020 through January 31, 2020</i> for Highland Capital Management, L.P., Debtor's Attorney, Period: 1/1/2020 to 1/31/2020, Fee: \$898,094.25, Expenses: \$28,854.75. Filed by Debtor Highland Capital Management, L.P. Objections due by 3/12/2020. (Pomerantz, Jeffrey)</p>
02/20/2020	<p>● 465 (27 pgs; 2 docs) Application for compensation (<i>First Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from December 10, 2019 through December 31, 2019</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 12/10/2019 to 12/31/2019, Fee: \$18,695.00, Expenses: \$80.60. Filed by Attorney Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A December 2019 Fee Statement) (Annable, Zachery)</p>

02/21/2020	<p>● 466 (30 pgs; 3 docs) Notice (<i>Notice of Debtor's Amended Operating Protocols</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)339 Order Approve Settlement with Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course ((related document 281) Entered on 1/9/2020. (Okafor, M.)). (Attachments: # 1 Exhibit A--Amended Operating Protocols # 2 Exhibit B--Redline of Amended Operating Protocols) (Annable, Zachery)</p>
02/21/2020	<p>● 467 (4 pgs) Withdrawal of <i>Limited Objection to Motion of the Debtor for Approval of Settlement with The Official Committee Of Unsecured Creditors regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course</i> filed by Creditor Issuer Group (RE: related document(s)324 Objection). (Bain, Joseph)</p>
02/21/2020	<p>● 468 (5 pgs) Certificate of service re: Objection to Second Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel for the Period From December 1, 2019 through December 31, 2019 filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. (RE: related document(s)394 Application for compensation <i>Second Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Texas Counsel to the Debtor for the Period from December 1, 2019 through December 30, 20</i>). (Chiarello, Annmarie)</p>
02/21/2020	<p>● 469 (6 pgs) Certificate of service re: <i>Debtor's Witness and Exhibit List in Connection with its Application for an Order Authorizing the Retention and Employment of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel, Nunc Pro Tunc to the Petition Date</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)454 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)68 Application to employ Foley Gardere, Foley & Lardner LLP as Special Counsel). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/21/2020	<p>● 470 (10 pgs) Certificate of service re: <i>Notice of Agenda of Matters Scheduled for Hearing on February 19, 2020 at 9:30 a.m. (Central Time)</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)455 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on February 19, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/21/2020	<p>● 471 (8 pgs) Certificate of service re: <i>1) Order Extending Period Within Which the Debtor May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure; 2) Order Granting Debtors Motion for Entry of an Order Pursuant to 11 U.S.C. § 1121(D) and Local Rule 3016-1 Extending the Exclusivity Periods for the Filing and Solicitation of Acceptances of a Chapter 11 Plan; 3) Order (I) Authorizing Bradley D. Sharp to Act as Foreign Representative Pursuant to 11 U.S.C. § 1505 and (II) Granting Related Relief</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)459 Order granting 351 Debtor's Motion for Entry of an Order Extending the Period Within Which It May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure Entered on 2/19/2020. (Okafor, M.), 460 Order granting 395 Debtor's Motion to extend or limit the exclusivity period through and including June 12, 2020 Entered on 2/19/2020. (Okafor, M.), 461 Order granting motion of the Debtor for Entry of an Order (I) Authorizing Bradley D. Sharp to Act as Foreign Representative Pursuant to 11 U.S.C. Section 1505 and (II) Granting Related Relief (related document 67) Entered on 2/19/2020. (Okafor, M.)). (Kass, Albert)</p>
02/23/2020	<p>● 472 (3 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)420 Application for compensation <i>Second Monthly Application of Sidley Austin LLP for Allowance of Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 12/1/2019 to 12/31/2019, Fee). (Hoffman, Juliana)</p>
02/24/2020	<p>● 473 (4 pgs) Agreed Order granting motion for relief from stay by Creditor PensionDanmark Pensionsforsikringsaktieselskab (related document # 218) Entered on 2/24/2020. (Okafor, M.)</p>

02/24/2020	<p>● 474 (866 pgs; 8 docs) Motion for authority to apply and disburse funds (<i>Motion of the Debtor for Entry of an Order Authorizing, but Not Directing, the Debtor to Cause Distributions to Certain "Related Entities"</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G) (Annable, Zachery)</p>
02/24/2020	<p>● 475 (8 pgs; 2 docs) Motion for expedited hearing(related documents 474 Motion for authority to apply and disburse funds) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) (Annable, Zachery)</p>
02/24/2020	<p>● 476 (3 pgs) Certificate of service re: (<i>Supplemental</i>) Notice of Chapter 11 Bankruptcy Case and Meeting of Creditors; to be Held on January 9, 2020 at 11:00 a.m. Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)229 Meeting of creditors 341(a) meeting to be held on 1/9/2020 at 11:00 AM at Dallas, Room 976. Proofs of Claims due by 4/8/2020. Attorney(s)certificate of service of 341 meeting chapter 11 to be filed by 01/9/2020.). (Kass, Albert)</p>
02/25/2020	<p>● 477 (2 pgs) Order granting motion for expedited hearing (Related Doc# 475)(document set for hearing: 474 Motion for authority to apply and disburse funds) Hearing to be held on 3/4/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 474, Entered on 2/25/2020. (Okafor, M.)</p>
02/25/2020	<p>● 478 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)474 Motion for authority to apply and disburse funds (<i>Motion of the Debtor for Entry of an Order Authorizing, but Not Directing, the Debtor to Cause Distributions to Certain "Related Entities"</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G)). Hearing to be held on 3/4/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 474, (Annable, Zachery)</p>
02/26/2020	<p>● 479 (188 pgs) Transcript regarding Hearing Held 02/19/2020 (188 pgs.) RE: Motions. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 05/26/2020. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) Hearing held on 2/19/2020. (RE: related document(s)68 Application/Motion to Employ/Retain Foley Gardere, Foley & Lardner LLP as Special Texas Counsel Filed by Highland Capital Management, L.P.) (Appearances: G. Demo, J. Pomeranz, J. Morris, M. Hayward, and Z. Annabel for Debtors; M. Clemente and J. Hoffman for Unsecured Creditors Committee; L. Lambert for UST; P. Lamberson, R. Patel, and A. Chiarello for Acis; M. Platt for Redeemer Committee; A. Anderson for certain issuers of CLOs; J. Bentley (telephonically) for certain CLO issuers; M. Hankin (telephonically) for Redeemer Committee. Evidentiary hearing. Court granted in part and denied in part. Foley is approved for representation of Highland in all Acis bankruptcy case and adversary proceeding matters; court does not approve Highland paying Foley for Foleys representation of Neutra in Neutras appeal of Acis involuntary order for relief; court will approve Foley representing Highland in its appeal of Acis confirmation order but fees for Foley in connection with this appeal will be allocated appropriately between Neutra and Highland, and Highland will not pay for Neutras allocated portion of fees. Court added that it is skeptical regarding likely benefits to Highland of the appeal of Acis confirmation order, even assuming success on appeal (in contrast to possible benefits to Neutra and HCLOF) since, among other things, reversal of confirmation order would not reinstate previously rejected contracts or remove the Chapter 11 trustee. Thus, the court will closely evaluate fees requested ultimately for likely benefit to Highland. Order should be submitted., Hearing held on 2/19/2020. (RE: related document(s)281 Motion to compromise controversy with Official Committee of Unsecured Creditors filed by Debtor Highland Capital Management, L.P.) (Appearances: G. Demo, J. Pomeranz, J. Morris, M. Hayward, and Z. Annabel for Debtors; M. Clemente and J. Hoffman for Unsecured Creditors Committee; L. Lambert for UST; P. Lamberson, R. Patel, and A. Chiarello for Acis; M. Platt for Redeemer Committee; A. Anderson for certain issuers of CLOs; J. Bentley (telephonically) for certain CLO issuers; M. Hankin (telephonically) for Redeemer Committee. Nonevidentiary hearing. Court heard reports that carryover issues are being resolved.), Hearing held on 2/19/2020. (RE: related document(s)397 Motion to enforce(<i>Motion of the Debtor for the Entry of an Order Concerning the "Sealing Motion" and for a Conference Concerning the Substance, Scope and Intent of Certain Recent Rulings</i>) (related document(s): 382 Order on motion for</p>

	<p>protective order) Filed by Debtor Highland Capital Management, L.P.) (Appearances: G. Demo, J. Pomeranz, J. Morris, M. Hayward, and Z. Annabel for Debtors; M. Clemente and J. Hoffman for Unsecured Creditors Committee; L. Lambert for UST; P. Lamberson, R. Patel, and A. Chiarello for Acis; M. Platt for Redeemer Committee; A. Anderson for certain issuers of CLOs; J. Bentley (telephonically) for certain CLO issuers; M. Hankin (telephonically) for Redeemer Committee. Nonevidentiary hearing. Discussion of prior order on sealing motion and court clarified its intent.), Hearing held on 2/19/2020. (RE: related document(s) 421 Motion for leave (Debtor's Motion for an Order (i) Establishing Bar Dates for Filing Claims, Including 503(b)(9) Claims; and (ii) Approving the Form and Manner of Notice Thereof) filed by Debtor Highland Capital Management, L.P.) (Appearances: G. Demo, J. Pomeranz, J. Morris, M. Hayward, and Z. Annabel for Debtors; M. Clemente and J. Hoffman for Unsecured Creditors Committee; L. Lambert for UST; P. Lamberson, R. Patel, and A. Chiarello for Acis; M. Platt for Redeemer Committee; A. Anderson for certain issuers of CLOs; J. Bentley (telephonically) for certain CLO issuers; M. Hankin (telephonically) for Redeemer Committee. Nonevidentiary hearing. Motion granted. Counsel to upload order.), Hearing held on 2/19/2020. (RE: related document(s) 218 Motion for relief from stay MOTION OF PENSIONDANMARK PENSIONSORSIKRINGSAKTIESELSKAB FOR AN ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY TO TERMINATE INVESTMENT MANAGEMENT AGREEMENT, Filed by Creditor PensionDanmark Pensionsforsikringsaktieselskab) (Appearances: G. Demo, J. Pomeranz, J. Morris, M. Hayward, and Z. Annabel for Debtors; M. Clemente and J. Hoffman for Unsecured Creditors Committee; L. Lambert for UST; P. Lamberson, R. Patel, and A. Chiarello for Acis; M. Platt for Redeemer Committee; A. Anderson for certain issuers of CLOs; J. Bentley (telephonically) for certain CLO issuers; M. Hankin (telephonically) for Redeemer Committee. Nonevidentiary hearing. Court granted request to carry this matter to the 3/11/20 omnibus hearing.)). Transcript to be made available to the public on 05/26/2020. (Rehling, Kathy)</p>
02/26/2020	<p>480 (5 pgs) Certificate of service re: 1) <i>Fourth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from January 1, 2020 Through January 31, 2020</i>; 2) <i>First Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from December 1, 2019 Through December 31, 2019</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 464 Application for compensation <i>Fourth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period From January 1, 2020 through January 31, 2020</i> for Highland Capital Management, L.P., Debtor's Attorney, Period: 1/1/2020 to 1/31/2020, Fee: \$898,094.25, Expenses: \$28,854.75. Filed by Debtor Highland Capital Management, L.P. Objections due by 3/12/2020. filed by Debtor Highland Capital Management, L.P., 465 Application for compensation (<i>First Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from December 10, 2019 through December 31, 2019</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 12/10/2019 to 12/31/2019, Fee: \$18,695.00, Expenses: \$80.60. Filed by Attorney Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A December 2019 Fee Statement)). (Kass, Albert)</p>
02/26/2020	<p>481 (6 pgs) Certificate of service re: <i>Notice of Debtor's Amended Operating Protocols</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 466 Notice (<i>Notice of Debtor's Amended Operating Protocols</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 339 Order Approve Settlement with Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in the Ordinary Course ((related document 281) Entered on 1/9/2020. (Okafor, M.)). (Attachments: # 1 Exhibit A--Amended Operating Protocols # 2 Exhibit B--Redline of Amended Operating Protocols) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
02/26/2020	<p>482 (7 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 473 Agreed Order granting motion for relief from stay by Creditor PensionDanmark Pensionsforsikringsaktieselskab (related document 218) Entered on 2/24/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 02/26/2020. (Admin.)</p>
02/27/2020	<p>483 (79 pgs; 3 docs) Application to employ Deloitte Tax LLP as Other Professional (<i>Debtor's Application for Entry of an Order (A) Authorizing the Employment and Retention of Deloitte Tax LLP as Tax Services Provider to the Debtor Nunc Pro Tunc to the Petition Date; and (B) Granting Related Relief</i>)</p>

02/28/2020	<p>484 (5 pgs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)474 Motion for authority to apply and disburse funds (<i>Motion of the Debtor for Entry of an Order Authorizing, but Not Directing, the Debtor to Cause Distributions to Certain "Related Entities"</i>)). (Annable, Zachery)</p>
02/28/2020	<p>485 (4 pgs; 2 docs) Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 through January 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Attachments: # 1 Exhibit A--OCP Tracking Report) (Annable, Zachery)</p>
03/02/2020	<p>486 (39 pgs; 3 docs) Response opposed to (related document(s): 474 Motion for authority to apply and disburse funds (<i>Motion of the Debtor for Entry of an Order Authorizing, but Not Directing, the Debtor to Cause Distributions to Certain "Related Entities"</i>) filed by Debtor Highland Capital Management, L.P.) filed by Interested Party California Public Employees Retirement System (CalPERS). (Attachments: # 1 Exhibit A - Purchase and Sale Agreement # 2 Exhibit B - Assignment and Assumption Agreement) (Shriro, Michelle)</p>
03/02/2020	<p>487 (14 pgs) Objection to (related document(s): 474 Motion for authority to apply and disburse funds (<i>Motion of the Debtor for Entry of an Order Authorizing, but Not Directing, the Debtor to Cause Distributions to Certain "Related Entities"</i>) filed by Debtor Highland Capital Management, L.P.) filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana)</p>
03/02/2020	<p>488 (18 pgs) Order Granting Motion (i) Establishing Bar Dates for Filing Claims, Including 503(b)(9) Claims; and (ii) Approving the Form and Manner of Notice Thereof Filed by Debtor Highland Capital Management, L.P.(related document # 421) The General Bar Date is April 8, 2020 at 5:00 p.m. Central Time; other dates per Order Entered on 3/2/2020. (Okafor, M.)</p>
03/02/2020	<p>489 (9 pgs) Joinder by <i>Acis Capital Management, L.P. and Acis Capital Management GP, LLC to the Committee's Objection to the Motion of the Debtor for Entry of an Order Authorizing, but Not Directing, the Debtor to Cause Distributions to Certain "Related Entities," and Comment to the Same</i> filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. (RE: related document(s)487 Objection). (Enright, Jason)</p>
03/02/2020	<p>490 (4 pgs) Motion to appear pro hac vice for Louis J. Cisz, III. Fee Amount \$100 Filed by Interested Party California Public Employees Retirement System (CalPERS) (Shriro, Michelle)</p>
03/02/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27511024, amount \$ 100.00 (re: Doc# 490). (U.S. Treasury)</p>
03/02/2020	<p>491 (6 pgs) Certificate of service re: 1) <i>Motion of the Debtor for Entry of an Order Authorizing, But Not Directing, the Debtor to Cause Distributions to Certain "Related Entities"</i>; 2) <i>Debtor's Motion for an Expedited Hearing on the Motion of the Debtor for Entry of an Order Authorizing, But Not Directing, the Debtor to Cause Distributions to Certain "Related Entities"</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)474 Motion for authority to apply and disburse funds (<i>Motion of the Debtor for Entry of an Order Authorizing, but Not Directing, the Debtor to Cause Distributions to Certain "Related Entities"</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G) filed by Debtor Highland Capital Management, L.P., 475 Motion for expedited hearing(related documents 474</p>

	<p>Motion for authority to apply and disburse funds) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/02/2020	<p>492 (6 pgs) Certificate of service re: 1) <i>Order Granting Debtor's Motion for an Expedited Hearing on the Motion of the Debtor for Entry of an Order Authorizing, But Not Directing, the Debtor to Cause Distributions to Certain "Related Entities";</i> 2) <i>Notice of Hearing on the Motion of the Debtor for Entry of an Order Authorizing, But Not Directing, the Debtor to Cause Distributions to Certain "Related Entities"; to be Held on March 4, 2020 at 1:30 p.m. (Prevailing Central Time)</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)477 Order granting motion for expedited hearing (Related Doc475)(document set for hearing: 474 Motion for authority to apply and disburse funds) Hearing to be held on 3/4/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 474, Entered on 2/25/2020. (Okafor, M.), 478 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)474 Motion for authority to apply and disburse funds (<i>Motion of the Debtor for Entry of an Order Authorizing, but Not Directing, the Debtor to Cause Distributions to Certain "Related Entities"</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G)). Hearing to be held on 3/4/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 474, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/02/2020	<p>493 (6 pgs) Certificate of service re: 1) <i>Witness and Exhibit List for March 4, 2020 Hearing;</i> 2) <i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 through January 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)484 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)474 Motion for authority to apply and disburse funds (<i>Motion of the Debtor for Entry of an Order Authorizing, but Not Directing, the Debtor to Cause Distributions to Certain "Related Entities"</i>)). filed by Debtor Highland Capital Management, L.P., 485 Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 through January 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Attachments: # 1 Exhibit A--OCP Tracking Report) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/02/2020	<p>494 (4 pgs) Objection to (related document(s): 451 Motion for relief from stay Fee amount \$181, filed by Creditor Joshua Terry, Creditor Jennifer G. Terry)(<i>Debtor's Limited Objection to Motion for Relief from the Automatic Stay to Allow Pursuit of State Court Action Against Non-Debtors and Reservation of Rights</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
03/02/2020	<p>495 (3 pgs) Witness and Exhibit List filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)487 Objection). (Hoffman, Juliana)</p>
03/02/2020	<p>496 (5 pgs) Witness and Exhibit List filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. (RE: related document(s)474 Motion for authority to apply and disburse funds (<i>Motion of the Debtor for Entry of an Order Authorizing, but Not Directing, the Debtor to Cause Distributions to Certain "Related Entities"</i>)). (Enright, Jason)</p>
03/03/2020	<p>497 (9 pgs) Debtor-in-possession monthly operating report for filing period January 1, 2020 to January 31, 2020 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
03/03/2020	<p>498 (6 pgs) <i>Notice of Bar Date for Filing Claims</i> filed by Debtor Highland Capital Management, L.P.. (Hayward, Melissa)</p>
03/04/2020	<p>499 (10 pgs) Reply to (related document(s): 487 Objection filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Debtor Highland Capital Management, L.P.. (Hayward,</p>

	(Melissa)
03/04/2020	500 (1 pg) Order granting motion to appear pro hac vice adding Louis J. Cisz for California Public Employees Retirement System (CalPERS) (related document # 490) Entered on 3/4/2020. (Okafor, M.)
03/04/2020	501 (65 pgs) Application for compensation <i>Third Monthly Application for Compensation and Reimbursement of Expenses of Sidley Austin, Counsel</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 1/1/2020 to 1/31/2020, Fee: \$569,091.60, Expenses: \$12,673.30. Filed by Attorney Juliana Hoffman, Creditor Committee Official Committee of Unsecured Creditors Objections due by 3/25/2020. (Hoffman, Juliana)
03/04/2020	500 Hearing held on 3/4/2020. (RE: related document(s) 474 Motion for authority to apply and disburse funds (Motion of the Debtor for Entry of an Order Authorizing, but Not Directing, the Debtor to Cause Distributions to Certain "Related Entities") filed by Debtor Highland Capital Management, L.P.) (Appearances (live): J. Pomeranz, G. Demo, M. Hayward, and Z. Annabel for Debtor; M. Clemente, P. Reid, and J. Hoffman for UCC; M. Platt for Redeemer Committee; R. Patel and B. Shaw for ACIS; M. Shriro for CALPERS; A. Anderson for certain Cayman issuers; D.M. Lynn for J. Dondero. Appearances (telephonic): A. Attarwala for UBS; J. Bentley for certain Cayman issuers; E. Cheng for FTI Consulting; L. Cisz for CALPERS; T. Mascherin for Redeemer Committee. Evidentiary hearing. Motion resolved as follows: money owing to related entities will go into the registry of the court with the following exception-Mark Okada may be paid approximately \$2.876 (the \$4.176 million owing to him from the Dynamic Fund will be offset against his \$1.3 million demand note owing to the Debtor). All parties rights are reserved with regard to funds being put in the registry of the court. Debtors counsel should upload order.) (Edmond, Michael) (Entered: 03/05/2020)
03/04/2020	504 (1 pg) Court admitted exhibits date of hearing March 4, 2020 (RE: related document(s) 474 Motion for authority to apply and disburse funds (Motion of the Debtor for Entry of an Order Authorizing, but Not Directing, the Debtor to Cause Distributions to Certain "Related Entities") Filed by Debtor Highland Capital Management, L.P.) (COURT ADMITTED EXHIBIT'S #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, & #12) (Edmond, Michael) (Entered: 03/05/2020)
03/05/2020	502 (3 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 442 Application for compensation <i>Second Monthly Application for Allowance of Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 12/1/2019 to 12/31/2019, Fee: \$89,215.36, Expenses: \$3,955.12). (Hoffman, Juliana)
03/05/2020	503 (1 pg) Request for transcript regarding a hearing held on 3/4/2020. The requested turn-around time is daily (Jeng, Hawaii)
03/06/2020	505 (3 pgs) Notice of Appearance and Request for Notice by John Y. Bonds III filed by Interested Party James Dondero. (Bonds, John)
03/06/2020	506 (3 pgs) Notice of Appearance and Request for Notice by Bryan C. Assink filed by Interested Party James Dondero. (Assink, Bryan)
03/06/2020	507 (3 pgs) Motion to appear pro hac vice for Jeffrey Bjork. Fee Amount \$100 Filed by Interested Parties UBS AG London Branch, UBS Securities LLC (Hoffman, Juliana) Modified to correct attorney name on 3/6/2020 (Ecker, C.).
03/06/2020	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27531772, amount \$ 100.00 (re: Doc# 507). (U.S. Treasury)
03/06/2020	508 (2 pgs) Witness and Exhibit List filed by Jennifer G. Terry, Joshua Terry (RE: related document(s) 451 Motion for relief from stay Fee amount \$181.). (Shaw, Brian)

03/06/2020	<p>● 509 (4 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)500 Order granting motion to appear pro hac vice adding Louis J. Cisz for California Public Employees Retirement System (CalPERS) (related document 490) Entered on 3/4/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 03/06/2020. (Admin.)</p>
03/10/2020	<p>● 510 (1 pg) Order granting motion to appear pro hac vice adding Jeffrey E. Bjork for UBS AG London Branch and UBS Securities LLC (related document # 507) Entered on 3/10/2020. (Okafor, M.)</p>
03/11/2020	<p>● 511 (1 pg) Clerk's correspondence requesting an order from attorney for debtor. (RE: related document(s)68 Application/Motion to Employ/Retain Foley Gardere, Foley & Lardner LLP as Special Texas Counsel Filed by Highland Capital Management, L.P. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A # 3 Exhibit B # 4 Exhibit C - Proposed Order # 5 2016 Statement # 6 Declaration Frank Waterhouse # 7 Certificate of Service) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #69 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)) Responses due by 3/25/2020. (Ecker, C.)</p>
03/11/2020	<p>● 512 (4 pgs) Order authorizing, but not directing, the debtor to cause distributions to certain 'related entities'. (Related Doc # 474) Entered on 3/11/2020. (Bradden, T.)</p>
03/11/2020	<p>● 513 (4 pgs) Order granting application to employ Foley Gardere, Foley & Lardner LLP as Special Texas Counsel (related document # 68) Entered on 3/11/2020. (Bradden, T.)</p>
03/11/2020	<p>● 514 (1 pg) Clerk's correspondence requesting an order from attorney for debtor. (RE: related document(s)281 Motion to compromise controversy with Official Committee of Unsecured Creditors. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order)) Responses due by 3/25/2020. (Ecker, C.)</p>
03/11/2020	<p>● Hearing held on 3/11/2020. (RE: related document(s)451 Motion for relief from stay, filed by Jennifer G. Terry, Joshua Terry.) (Appearances: M. Hayward for Debtor; B Shaw for Movants; J. Hoffman for UCC; M. Platt (and M. Hankin telephonically) for Redeemer Committee; J. Bonds for J. Dondero; A. Anderson for certain Issuers. Evidentiary hearing. Motion granted. Counsel to upload order.)(Edmond, Michael)</p>
03/11/2020	<p>● 515 (55 pgs; 2 docs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from January 1, 2020 through January 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). (Attachments: # 1 Exhibit A--DSI January 2020 Staffing Report) (Annable, Zachery)</p>
03/11/2020	<p>● 516 (1 pg) Court admitted exhibits date of hearing March 11, 2020 (RE: related document(s)451 Motion for relief from stay, filed by Jennifer G. Terry, Joshua Terry.) (COURT ADMITTED PLAINTIFF EXHIBIT'S #M1, #M2 & #M3). (Edmond, Michael)</p>
03/12/2020	<p>● 517 (44 pgs) Application for compensation <i>Third Monthly Application for Allowance of Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 1/1/2020 to 1/31/2020, Fee: \$411,407.28, Expenses: \$79.00. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 4/2/2020. (Hoffman, Juliana)</p>
03/12/2020	<p>● 518 (4 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)510 Order granting motion to appear pro hac vice adding Jeffrey E. Bjork for UBS AG London Branch and UBS Securities</p>

	LLC (related document 307) Entered on 3/10/2020. (Okafor, M.) No. of Notices: 1. Notice Date 03/12/2020. (Admin.)
03/13/2020	519 (2 pgs) Order granting motion for relief from stay by Jennifer G. Terry , Joshua Terry (related document # 451) Entered on 3/13/2020. (Okafor, M.)
03/13/2020	520 (4 pgs) BNC certificate of mailing. (RE: related document(s) 511 Clerk's correspondence requesting an order from attorney for debtor. (RE: related document(s) 68 Application/Motion to Employ/Retain Foley Gardere, Foley & Lardner LLP as Special Texas Counsel Filed by Highland Capital Management, L.P.. Hearing scheduled for 11/19/2019 at 12:00 PM at US Bankruptcy Court, 824 Market St., 5th Fl., Courtroom #6, Wilmington, Delaware. Objections due by 11/12/2019. (Attachments: # 1 Notice # 2 Exhibit A # 3 Exhibit B # 4 Exhibit C - Proposed Order # 5 2016 Statement # 6 Declaration Frank Waterhouse # 7 Certificate of Service) (O'Neill, James) [ORIGINALLY FILED AS DOCUMENT #69 ON 10/29/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)) Responses due by 3/25/2020. (Ecker, C.) No. of Notices: 1. Notice Date 03/13/2020. (Admin.)
03/13/2020	521 (4 pgs) BNC certificate of mailing. (RE: related document(s) 514 Clerk's correspondence requesting an order from attorney for debtor. (RE: related document(s) 281 Motion to compromise controversy with Official Committee of Unsecured Creditors. Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order)) Responses due by 3/25/2020. (Ecker, C.)) No. of Notices: 1. Notice Date 03/13/2020. (Admin.)
03/13/2020	522 (7 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 512 Order authorizing, but not directing, the debtor to cause distributions to certain 'related entities'. (Related Doc 474) Entered on 3/11/2020. (Bradden, T.)) No. of Notices: 1. Notice Date 03/13/2020. (Admin.)
03/13/2020	523 (7 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 513 Order granting application to employ Foley Gardere, Foley & Lardner LLP as Special Texas Counsel (related document 68) Entered on 3/11/2020. (Bradden, T.)) No. of Notices: 1. Notice Date 03/13/2020. (Admin.)
03/14/2020	524 (6 pgs) Certificate of service re: <i>Order (I) Establishing Bar Dates for Filing Claims and (II) Approving the Form and Manner of Notice Thereof</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 488 Order Granting Motion (i) Establishing Bar Dates for Filing Claims, Including 503(b)(9) Claims; and (ii) Approving the Form and Manner of Notice Thereof Filed by Debtor Highland Capital Management, L.P.(related document 421) The General Bar Date is April 8, 2020 at 5:00 p.m. Central Time; other dates per Order Entered on 3/2/2020. (Okafor, M.)). (Kass, Albert)
03/14/2020	525 (10 pgs) Certificate of service re: <i>Debtor's Limited Objection to Motion for Relief from the Automatic Stay to Allow Pursuit of State Court Action Against Non-Debtors and Reservation of Rights</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 494 Objection to (related document(s): 451 Motion for relief from stay Fee amount \$181, filed by Creditor Joshua Terry, Creditor Jennifer G. Terry)(<i>Debtor's Limited Objection to Motion for Relief from the Automatic Stay to Allow Pursuit of State Court Action Against Non-Debtors and Reservation of Rights</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
03/14/2020	526 (5 pgs) Certificate of service re: <i>Third Monthly Application of Sidley Austin LLP for Allowance of Compensation and Reimbursement of Expenses for the Period from January 1, 2020 to and Including January 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 501 Application for compensation <i>Third Monthly Application for Compensation and Reimbursement of Expenses of Sidley Austin, Counsel for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 1/1/2020 to 1/31/2020, Fee: \$569,091.60, Expenses: \$12,673.30. Filed by Attorney Juliana Hoffman, Creditor Committee Official Committee of Unsecured Creditors Objections due by 3/25/2020. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</i>
03/16/2020	527 (2 pgs) Notice of Appearance and Request for Notice by David G. Adams filed by Creditor United States (IRS). (Adams, David)

03/16/2020	<p>● 528 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)464 Application for compensation <i>Fourth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period From January 1, 2020 through January 31, 2020</i> for Highland C). (Annable, Zachery)</p>
03/17/2020	<p>● 529 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)465 Application for compensation (<i>First Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from December 10, 2019 through December 31, 2019</i>) for Hayward). (Annable, Zachery)</p>
03/17/2020	<p>● 530 (163 pgs) Certificate of service re: <i>Notice of Bar Dates for Filing Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)498 <i>Notice of Bar Date for Filing Claims</i> filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/17/2020	<p>● 531 (6 pgs) Certificate of service re: 1) <i>Order Authorizing, but Not Directing, the Debtor to Cause Distributions to Certain Related Entities</i>; 2) <i>Order Authorizing the Retention and Employment of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel, Nunc Pro Tunc to the Petition Date</i>; 3) <i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from January 1, 2020 Through January 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)512 Order authorizing, but not directing, the debtor to cause distributions to certain 'related entities'. (Related Doc 474) Entered on 3/11/2020. (Bradden, T.), 513 Order granting application to employ Foley Gardere, Foley & Lardner LLP as Special Texas Counsel (related document 68) Entered on 3/11/2020. (Bradden, T.), 515 Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from January 1, 2020 through January 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). (Attachments: # 1 Exhibit A--DSI January 2020 Staffing Report) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/17/2020	<p>● 532 (5 pgs) Certificate of service re: <i>Third Monthly Application of FTI Consulting, Inc. for Allowance of Compensation and Reimbursement of Expenses for the Period from January 1, 2020 to and Including January 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)517 Application for compensation <i>Third Monthly Application for Allowance of Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 1/1/2020 to 1/31/2020, Fee: \$411,407.28, Expenses: \$79.00. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 4/2/2020. filed by Financial Advisor FTI Consulting, Inc.). (Kass, Albert)</p>
03/18/2020	<p>● 533 (5 pgs) Certificate of service re: Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)498 <i>Notice of Bar Date for Filing Claims</i> filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/18/2020	<p>● 534 (5 pgs) Certificate of service re: Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)498 <i>Notice of Bar Date for Filing Claims</i> filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/19/2020	<p>● 535 (119 pgs) Application for compensation <i>Fifth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from February 1, 2020 through February 29, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 2/1/2020 to 2/29/2020, Fee: \$941,043.50, Expenses: \$8,092.94. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 4/9/2020. (Pomerantz, Jeffrey)</p>
03/19/2020	<p>● 536 (53 pgs; 2 docs) Application for compensation (<i>Second Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from January 1, 2020 through January 31, 2020</i>) for Hayward & Associates PLLC, Debtor's</p>

	Attorney, Period: 1/1/2020 to 1/31/2020, Fee: \$753,15.00, Expenses: \$29,19.27. Filed by Attorney Hayward & Associates PLLC (Attachments: # 1 Exhibit A--January 2020 Invoice) (Annable, Zachery)
03/19/2020	537 (81 pgs) Notice of Filing of Compensation Report of Development Specialists, Inc. for the Period October 16, 2019 through December 31, 2019 filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). (Annable, Zachery)
03/20/2020	538 (33 pgs; 2 docs) Amended application for compensation <i>Amended First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through November 30, 2019</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 10/16/2019 to 11/30/2019, Fee: \$84,194.00, Expenses: \$4,458.87. Filed by Attorney Holland N. O'Neil Objections due by 4/10/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland)
03/20/2020	539 (34 pgs; 2 docs) Amended application for compensation <i>Amended Second Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Texas Counsel to the Debtor for the Period from December 1, 2019 through December 30, 2019</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 12/1/2019 to 12/31/2019, Fee: \$143,328.50, Expenses: \$2,808.29. Filed by Attorney Holland N. O'Neil Objections due by 4/10/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland)
03/20/2020	540 (35 pgs; 2 docs) Application for compensation <i>Third Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Texas Counsel to the Debtor for the Period from January 1, 2020 through January 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 1/1/2020 to 1/31/2020, Fee: \$88,520.60, Expenses: \$2,180.35. Filed by Attorney Holland N. O'Neil Objections due by 4/10/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland)
03/20/2020	541 (31 pgs; 2 docs) Application for compensation <i>Fourth Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Texas Counsel to the Debtor for the Period from February 1, 2020 through February 29, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 2/1/2020 to 2/29/2020, Fee: \$86,276.50, Expenses: \$1,994.83. Filed by Attorney Holland N. O'Neil Objections due by 4/10/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland)
03/20/2020	542 (52 pgs) Application for compensation <i>Fourth Monthly Application for Compensation and Reimbursement of Expenses for Sidley Austin LLP, Counsel for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 2/1/2020 to 2/29/2020</i> , Fee: \$457,155.72, Expenses: \$2,927.21. Filed by Attorney Juliana Hoffman Objections due by 4/10/2020. (Hoffman, Juliana)
03/22/2020	543 (5 pgs) Stipulation by Highland Capital Management, L.P., UBS AG London Branch, UBS Securities LLC and. filed by Debtor Highland Capital Management, L.P., Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 488 Order on motion for leave). (Manns, Ryan)
03/23/2020	544 (36 pgs) Application for compensation <i>Fourth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 2/1/2020 to 2/29/2020, Fee: \$383,371.20, Expenses: \$59.62. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 4/13/2020. (Hoffman, Juliana)
03/23/2020	545 (4 pgs) Motion to extend time to file objection (Agreed Motion) (RE: related document(s) 483 Application to employ) Filed by Creditor Committee Official Committee of Unsecured Creditors (Hoffman, Juliana)


03/23/2020	<p>● 546 (3 pgs) Certificate of service re: <i>(Supplemental) Notice of Bar Dates for Filing Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)498 <i>Notice of Bar Date for Filing Claims</i> filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
03/25/2020	<p>● 547 (5 pgs) Joint Stipulation and Order Extending Bar Date for UBS Securities LLC and UBS AG London Branch (RE: related document(s)543 Stipulation filed by Debtor Highland Capital Management, L.P., Interested Party UBS Securities LLC, Interested Party UBS AG London Branch). Entered on 3/25/2020 (Okafor, M.)</p>
03/25/2020	<p>● 548 (3 pgs) Agreed Order Extending the Deadline to Object to the Application for Entry of an Order (A) Authorizing the Employment and Retention of Deloitte Tax LLP as Tax Services Provider to the Debtor Nunc Pro Tunc to the Petition Date; and (B) Granting Related Relief (Related documents # 545 Motion to extend and 483 Application to employ Deloitte Tax LLP) Entered on 3/25/2020. (Okafor, M.)</p>
03/26/2020	<p>● 549 (3 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)501 Application for compensation <i>Third Monthly Application for Compensation and Reimbursement of Expenses of Sidley Austin, Counsel</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 1/1/2020 to 1/31/2020, Fee: \$569). (Hoffman, Juliana)</p>
03/26/2020	<p>● 550 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)483 Application to employ Deloitte Tax LLP as Other Professional (<i>Debtor's Application for Entry of an Order (A) Authorizing the Employment and Retention of Deloitte Tax LLP as Tax Services Provider to the Debtor Nunc Pro Tunc to the Petition Date;</i>). (Annable, Zachery)</p>
03/27/2020	<p>● 551 (6 pgs) Agreed Order granting application to employ Deloitte Tax LLP as tax services provider nunc pro tunc to the petition date (related document # 483) Entered on 3/27/2020. (Okafor, M.)</p>
03/27/2020	<p>● 552 (3 pgs) Stipulation by Highland Capital Management, L.P. and Brown Rudnick LLP. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)488 Order on motion for leave). (Annable, Zachery)</p>
03/27/2020	<p>● 553 (10 pgs) Certificate of service re: 1) <i>Fifth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from February 1, 2020 Through February 29, 2020</i>; 2) <i>Second Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from January 1, 2020 Through January 31, 2020</i>; and 3) <i>Compensation Report of Development Specialists, Inc. for the Period October 16, 2019 Through December 31, 2019</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)535 Application for compensation <i>Fifth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from February 1, 2020 through February 29, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 2/1/2020 to 2/29/2020, Fee: \$941,043.50, Expenses: \$8,092.94. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 4/9/2020. filed by Debtor Highland Capital Management, L.P., 536 Application for compensation (<i>Second Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from January 1, 2020 through January 31, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 1/1/2020 to 1/31/2020, Fee: \$75315.00, Expenses: \$2919.27. Filed by Attorney Hayward & Associates PLLC (Attachments: # 1 Exhibit A--January 2020 Invoice), 537 <i>Notice of Filing of Compensation Report of Development Specialists, Inc. for the Period October 16, 2019 through December 31, 2019</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>

03/27/2020	<p>● 554 (8 pgs) Certificate of service re: <i>Documents Served on or Before March 21, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)538 Amended application for compensation <i>Amended First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through November 30, 2019</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 10/16/2019 to 11/30/2019, Fee: \$84,194.00, Expenses: \$4,458.87. Filed by Attorney Holland N. O'Neil Objections due by 4/10/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland) filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 539 Amended application for compensation <i>Amended Second Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Texas Counsel to the Debtor for the Period from December 1, 2019 through December 30, 2019</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 12/1/2019 to 12/31/2019, Fee: \$143,328.50, Expenses: \$2,808.29. Filed by Attorney Holland N. O'Neil Objections due by 4/10/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland) filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 540 Application for compensation <i>Third Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Texas Counsel to the Debtor for the Period from January 1, 2020 through January 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 1/1/2020 to 1/31/2020, Fee: \$88,520.60, Expenses: \$2,180.35. Filed by Attorney Holland N. O'Neil Objections due by 4/10/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland) filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 541 Application for compensation <i>Fourth Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Texas Counsel to the Debtor for the Period from February 1, 2020 through February 29, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 2/1/2020 to 2/29/2020, Fee: \$86,276.50, Expenses: \$1,994.83. Filed by Attorney Holland N. O'Neil Objections due by 4/10/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland) filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 542 Application for compensation <i>Fourth Monthly Application for Compensation and Reimbursement of Expenses for Sidley Austin LLP, Counsel for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 2/1/2020 to 2/29/2020, Fee: \$457,155.72, Expenses: \$2,927.21.</i> Filed by Attorney Juliana Hoffman Objections due by 4/10/2020. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
03/27/2020	<p>● 555 (10 pgs) Certificate of service re: 1) <i>Fourth Monthly Application of FTI Consulting, Inc. for Allowance of Compensation and Reimbursement of Expenses for the Period from February 1, 2020 to and Including February 29, 2020</i>; 2) <i>Agreed Motion to Extend Objection Deadline for the Debtor's Application for Entry of an Order (A) Authorizing the Employment and Retention of Deloitte Tax LLP as Tax Services Provider to the Debtor Nunc Pro Tunc to the Petition Date; and (B) Granting Related Relief</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)544 Application for compensation <i>Fourth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 2/1/2020 to 2/29/2020, Fee: \$383,371.20, Expenses: \$59.62. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 4/13/2020. filed by Financial Advisor FTI Consulting, Inc., 545 Motion to extend time to file objection (Agreed Motion) (RE: related document(s)483 Application to employ) Filed by Creditor Committee Official Committee of Unsecured Creditors filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
03/31/2020	<p>● 556 (6 pgs) Order approving stipulation permitting Brown Rudnick LLP to file a proof of claim after general bar date (RE: related document(s)552 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 3/31/2020 (Okafor, M.)</p>
03/31/2020	<p>● 557 (10 pgs; 2 docs) Motion to extend time to (Debtor's Emergency Motion for an Order Extending Bar Date Deadline for Employees to File Claims) (RE: related document(s)488 Order on motion for leave) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)</p>
04/02/2020	<p>● 558 (9 pgs) Debtor-in-possession monthly operating report for filing period 02/01/2020 to 02/29/2020 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
04/02/2020	<p>● 559 (5 pgs) Certificate of service re: <i>(Supplemental) Notice of Bar Dates for Filing Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)498 Notice of Bar Date for Filing</p>

	Claims filed by Debtor Highland Capital Management, L.P.. Filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
04/03/2020	560 (2 pgs) Order granting 557 Motion Extending Bar Date Deadline for Employees to File Claims. The General Bar Date is hereby extended, solely for the Debtors employees, to file claims that arose against the Debtor prior to the Petition Date through and including May 26, 2020 at 5:00 p.m. Entered on 4/3/2020. (Okafor, M.)
04/03/2020	561 (3 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s) 517 Application for compensation <i>Third Monthly Application for Allowance of Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 1/1/2020 to 1/31/2020, Fee: \$411,407.28, Expenses: \$79.00.). (Hoffman, Juliana)
04/03/2020	562 (3 pgs) Notice of hearing(<i>Notice of May 26, 2020 Omnibus Hearing Date</i>) filed by Debtor Highland Capital Management, L.P.. Hearing to be held on 5/26/2020 at 09:30 AM Dallas Judge Jernigan Ctrm (Annable, Zachery)
04/03/2020	563 (3 pgs) Notice of hearing(<i>Notice of June 15, 2020 Omnibus Hearing Date</i>) filed by Debtor Highland Capital Management, L.P.. Hearing to be held on 6/15/2020 at 01:30 PM Dallas Judge Jernigan Ctrm (Annable, Zachery)
04/03/2020	564 (6 pgs) Certificate of service re: <i>1) Agreed Order: (A) Authorizing the Employment and Retention of Deloitte Tax LLP as Tax Services Provider Nunc Pro Tunc to the Petition Date; and (B) Granting Related Relief; 2) Stipulation by and Between the Debtor and Brown Rudnick LLP Extending the General Bar Date</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 551 Agreed Order granting application to employ Deloitte Tax LLP as tax services provider nunc pro tunc to the petition date (related document 483) Entered on 3/27/2020. (Okafor, M.), 552 Stipulation by Highland Capital Management, L.P. and Brown Rudnick LLP. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 488 Order on motion for leave). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
04/03/2020	565 (6 pgs) Certificate of service re: <i>1) Order Approving Stipulation Permitting Brown Rudnick LLP to File a Proof of Claim After the General Bar Date; 2) Debtor's Emergency Motion for an Order Extending Bar Date Deadline for Employees to File Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 556 Order approving stipulation permitting Brown Rudnick LLP to file a proof of claim after general bar date (RE: related document(s) 552 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 3/31/2020 (Okafor, M.), 557 Motion to extend time to (Debtor's Emergency Motion for an Order Extending Bar Date Deadline for Employees to File Claims) (RE: related document(s) 488 Order on motion for leave) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
04/06/2020	566 (4 pgs) Declaration re: (<i>First Supplemental Declaration of Bradley D. Sharp in Support of Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) to Employ and Retain Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 74 Application to employ Development Specialists, Inc as Financial Advisor). (Annable, Zachery)
04/06/2020	567 (49 pgs; 2 docs) Notice (<i>Notice of Filing of Monthly Staffing Report By Development Specialists, Inc for the Period from February 1, 2020 through February 29, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). (Attachments: # 1 Exhibit A--Staffing Report) (Annable, Zachery)

04/07/2020	<p>● 568 (3 pgs) Notice of hearing(<i>Notice of July 8, 2020 Omnibus Hearing Date</i>) filed by Debtor Highland Capital Management, L.P.. Hearing to be held on 7/8/2020 at 01:30 PM Dallas Judge Jernigan Ctrm (Annable, Zachery)</p>
04/07/2020	<p>● 569 (248 pgs) Application for compensation <i>Sidley Austin LLP's First Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 2/29/2020, Fee: \$3,154,959.45, Expenses: \$56,254.47. Filed by Objections due by 4/28/2020. (Hoffman, Juliana)</p>
04/07/2020	<p>● 570 (110 pgs) Application for compensation <i>First Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 10/29/2019 to 2/29/2020, Fee: \$1,757,835.90, Expenses: \$8,781.09. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 4/28/2020. (Hoffman, Juliana)</p>
04/08/2020	<p>● 571 (121 pgs) Transcript regarding Hearing Held 03/04/20 RE: Motion hearing. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 07/7/2020. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber J&J Court Transcribers, Inc., Telephone number 609-586-2311. (RE: related document(s) Hearing held on 3/4/2020. (RE: related document(s)474 Motion for authority to apply and disburse funds (Motion of the Debtor for Entry of an Order Authorizing, but Not Directing, the Debtor to Cause Distributions to Certain "Related Entities") filed by Debtor Highland Capital Management, L.P.) (Appearances (live): J. Pomeranz, G. Demo, M. Hayward, and Z. Annabel for Debtor; M. Clemente, P. Reid, and J. Hoffman for UCC; M. Platt for Redeemer Committee; R. Patel and B. Shaw for ACIS; M. Shriro for CALPERS; A. Anderson for certain Cayman issuers; D.M. Lynn for J. Dondero. Appearances (telephonic): A. Attarwala for UBS; J. Bentley for certain Cayman issuers; E. Cheng for FTI Consulting; L. Cisz for CALPERS; T. Mascherin for Redeemer Committee. Evidentiary hearing. Motion resolved as follows: money owing to related entities will go into the registry of the court with the following exception-Mark Okada may be paid approximately \$2.876 (the \$4.176 million owing to him from the Dynamic Fund will be offset against his \$1.3 million demand note owing to the Debtor). All parties rights are reserved with regard to funds being put in the registry of the court. Debtors counsel should upload order.)). Transcript to be made available to the public on 07/7/2020. (Bowen, James)</p>
04/08/2020	<p>● 572 (4 pgs) Stipulation by Issuer Group and Highland Capital Management, L.P. filed by Creditor Issuer Group (RE: related document(s)488 Order on motion for leave). (Bain, Joseph)</p>
04/09/2020	<p>● 573 (34 pgs; 2 docs) Application for compensation (<i>Third Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from February 1, 2020 through February 29, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 2/1/2020 to 2/29/2020, Fee: \$39,087.50, Expenses: \$2,601.40. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--February 2020 Fee Statement) (Annable, Zachery)</p>
04/09/2020	<p>● 574 (3 pgs) Certificate No Objection Regarding Fifth Monthly Application for Compensation and Reimbursement of Expenses Of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period From February 1, 2020 Through February 29, 2020 filed by Debtor Highland Capital Management, L.P. (RE: related document(s)535 Application for compensation <i>Fifth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from February 1, 2020 through February 29, 2020</i> for Jeffrey Nat). (Pomerantz, Jeffrey)</p>
04/10/2020	<p>● 575 (6 pgs) Certificate of service re: 1) <i>Order Granting Debtor's Emergency Motion and Extending Bar Date Deadline for Employees to File Claims</i>; 2) <i>Notice of May 26, 2020 Omnibus Hearing Date; to be Held on May 26, 2020 at 9:30 a.m. (Central Time)</i>; and 3) <i>Notice of June 15, 2020 Omnibus Hearing Date; to be Held on June 15, 2020 at 1:30 p.m. (Central Time)</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)560 Order granting 557 Motion Extending Bar Date Deadline for Employees to File Claims. The General Bar Date is hereby extended, solely for the Debtors employees, to</p>

	<p>the claims that arose against the Debtor prior to the Petition Date through and including May 26, 2020 at 5:00 p.m. Entered on 4/3/2020. (Okafor, M.), 562 Notice of hearing(<i>Notice of May 26, 2020 Omnibus Hearing Date</i>) filed by Debtor Highland Capital Management, L.P.. Hearing to be held on 5/26/2020 at 09:30 AM Dallas Judge Jernigan Ctrm filed by Debtor Highland Capital Management, L.P., 563 Notice of hearing(<i>Notice of June 15, 2020 Omnibus Hearing Date</i>) filed by Debtor Highland Capital Management, L.P.. Hearing to be held on 6/15/2020 at 01:30 PM Dallas Judge Jernigan Ctrm filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/10/2020	<p>576 (6 pgs) Certificate of service re: 1) <i>First Supplemental Declaration of Bradley D. Sharp in Support of Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) to Employ and Retain Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date</i>; and 2) <i>Notice of Filing of Monthly Staffing Report By Development Specialists, Inc for the Period from February 1, 2020 through February 29, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)566 Declaration re: (<i>First Supplemental Declaration of Bradley D. Sharp in Support of Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) to Employ and Retain Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)74 Application to employ Development Specialists, Inc as Financial Advisor). filed by Debtor Highland Capital Management, L.P., 567 Notice (<i>Notice of Filing of Monthly Staffing Report By Development Specialists, Inc for the Period from February 1, 2020 through February 29, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). (Attachments: # 1 Exhibit A--Staffing Report) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/10/2020	<p>577 (5 pgs) Certificate of service re: 1) <i>Summary Sheet and First Interim Fee Application of Sidley Austin LLP, Attorneys for the Official Committee of Unsecured Creditors, for Compensation and Reimbursement of Expenses for the Period from October 29, 2019 Through and Including February 29, 2020</i>; and 2) <i>Summary Sheet and First Interim Fee Application of FTI Consulting, Inc. as Financial Advisor for the Official Committee of Unsecured Creditors, for Compensation and Reimbursement of Expenses for the Period from October 29, 2019 Through and Including February 29, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)569 Application for compensation <i>Sidley Austin LLP's First Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 2/29/2020, Fee: \$3,154,959.45, Expenses: \$56,254.47. Filed by Objections due by 4/28/2020. filed by Creditor Committee Official Committee of Unsecured Creditors, 570 Application for compensation <i>First Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 10/29/2019 to 2/29/2020, Fee: \$1,757,835.90, Expenses: \$8,781.09. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 4/28/2020. filed by Financial Advisor FTI Consulting, Inc.). (Kass, Albert)</p>
04/10/2020	<p>578 (6 pgs) Certificate of service re: <i>Notice of July 8, 2020 Omnibus Hearing Date</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)568 Notice of hearing(<i>Notice of July 8, 2020 Omnibus Hearing Date</i>) filed by Debtor Highland Capital Management, L.P.. Hearing to be held on 7/8/2020 at 01:30 PM Dallas Judge Jernigan Ctrm filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/10/2020	<p>579 (6 pgs) Certificate of service re: <i>Joint Stipulation and [Proposed] Order Extending the General Bar Date</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)572 Stipulation by Issuer Group and Highland Capital Management, L.P.. filed by Creditor Issuer Group (RE: related document(s)488 Order on motion for leave). filed by Creditor Issuer Group). (Kass, Albert)</p>
04/10/2020	<p>580 (12 pgs) Objection to (related document(s): 538 Amended application for compensation <i>Amended First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through</i></p>

	<p>November filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 539 Amended application for compensation Amended Second Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Texas Counsel to the Debtor for the Period from December 1, 2019 through filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 540 Application for compensation Third Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Texas Counsel to the Debtor for the Period from January 1, 2020 through January 31, 2020< filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 541 Application for compensation Fourth Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Texas Counsel to the Debtor for the Period from February 1, 2020 through February 29, 2020 filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP) filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P.. (Chiarello, Annmarie)</p>
04/11/2020	<p>581 (3 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)542 Application for compensation <i>Fourth Monthly Application for Compensation and Reimbursement of Expenses for Sidley Austin LLP, Counsel for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 2/1/2020 to 2/29/2020, Fee: ). (Hoffman, Juliana)</i></p>
04/13/2020	<p>582 (8 pgs; 2 docs) Motion for relief from stay - agreed Filed by Interested Party Hunton Andrews Kurth LLP (Attachments: # 1 Proposed Order) (Skolnekovich, Nicole)</p>
04/14/2020	<p>583 (3 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)544 Application for compensation <i>Fourth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 2/1/2020 to 2/29/2020, Fee: \$383,371.20, Expenses: \$59.62.). (Hoffman, Juliana)</p>
04/14/2020	<p>584 (3 pgs) Certificate of No Objection filed by Other Professional Hayward & Associates PLLC (RE: related document(s)536 Application for compensation (<i>Second Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from January 1, 2020 through January 31, 2020</i>) for Hayward & Associates PLLC). (Annable, Zachery)</p>
04/14/2020	<p>585 (1 pg) Notice of Appearance and Request for Notice Filed by Creditor American Express National Bank. (Bharatia, Shraddha)</p>
04/14/2020	<p>586 (122 pgs) Application for compensation <i>Sixth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period From March 1, 2020 Through March 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 3/1/2020 to 3/31/2020, Fee: \$1,222,801.25, Expenses: \$18,747.77. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 5/5/2020. (Pomerantz, Jeffrey)</p>
04/15/2020	<p>587 (5 pgs) Certificate of service re: <i>Third Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from February 1, 2020 through February 29, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)573 Application for compensation (<i>Third Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from February 1, 2020 through February 29, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 2/1/2020 to 2/29/2020, Fee: \$39,087.50, Expenses: \$2,601.40. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--February 2020 Fee Statement) filed by Other Professional Hayward & Associates PLLC). (Kass, Albert)</p>
04/15/2020	<p>588 (13 pgs) Certificate of service re: Omnibus Limited Objection to Applications for Compensation and Reimbursement of Expense of Foley Gardere, Foley & Lardner LLP as Special Counsel for the Period From October 16, 2019 Through February 29, 2020 filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. (RE: related document(s)538 Amended application for compensation <i>Amended First Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through November, 539</i> Amended application for compensation <i>Amended Second Monthly Application for</i></p>

	<p><i>Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Texas Counsel to the Debtor for the Period from December 1, 2019 through, 540 Application for compensation Third Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Texas Counsel to the Debtor for the Period from January 1, 2020 through January 31, 2020<, 541 Application for compensation Fourth Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Texas Counsel to the Debtor for the Period from February 1, 2020 through February 29, 20). (Chiarello, Annmarie)</i></p>
04/15/2020	<p>589 (2 pgs) Notice of hearing filed by Interested Party Hunton Andrews Kurth LLP (RE: related document(s)582 Motion for relief from stay - agreed Filed by Interested Party Hunton Andrews Kurth LLP (Attachments: # 1 Proposed Order)). Hearing to be held on 5/7/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 582, (Skolnekovich, Nicole)</p>
04/15/2020	<p>590 (265 pgs; 12 docs) Motion to reclaim funds from the registry [<i>Motion for Remittance of Funds Held in Registry of Court</i>] Filed by Creditor CLO Holdco, Ltd. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Proposed Order # 11 Service List) (Kane, John)</p>
04/17/2020	<p>591 (3 pgs) Certificate of service re: 1) <i>Notice of Bar Dates for Filing Claims</i>; and 2) [<i>Customized</i>] <i>Official Form 410 Proof of Claim</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)498 <i>Notice of Bar Date for Filing Claims</i> filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/17/2020	<p>592 (54 pgs; 2 docs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc for the Period from March 1, 2020 through March 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). (Attachments: # 1 Exhibit A--DSI Staffing Report for March 2020) (Annable, Zachery)</p>
04/17/2020	<p>593 (106 pgs; 7 docs) Motion for relief from stay Fee amount \$181, Filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. Objections due by 5/1/2020. (Attachments: # 1 Exhibit 1 (Draft Motion Show Cause Motion) # 2 Exhibit 2 (DAF Complaint 1st case) # 3 Exhibit 3 (DAF Dismissal first case) # 4 Exhibit 4 (DAF Complaint 2nd case) # 5 Exhibit 5 (DAF Dismissal 2nd Case) # 6 Proposed Order) (Shaw, Brian)</p>
04/17/2020	<p>Receipt of filing fee for Motion for relief from stay(19-34054-sgj11) [motion,mrlfsty] (181.00). Receipt number 27675692, amount \$ 181.00 (re: Doc# 593). (U.S. Treasury)</p>
04/20/2020	<p>594 (50 pgs) Application for compensation <i>Sidley Austin LLP's Fifth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2020 to 3/31/2020, Fee: \$476,836.20, Expenses: \$14,406.39. Filed by Attorney Juliana Hoffman Objections due by 5/11/2020. (Hoffman, Juliana)</p>
04/21/2020	<p>595 (5 pgs) Certificate of service re: <i>Sixth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period From March 1, 2020 Through March 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)586 Application for compensation <i>Sixth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period From March 1, 2020 Through March 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 3/1/2020 to 3/31/2020, Fee: \$1,222,801.25, Expenses: \$18,747.77. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 5/5/2020. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>

04/21/2020	<p>● 596 (5 pgs) Certificate of service re: <i>Sidley Austin LLP's Fifth Monthly Application for Compensation and Reimbursement of Expenses</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)594 Application for compensation <i>Sidley Austin LLP's Fifth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2020 to 3/31/2020, Fee: \$476,836.20, Expenses: \$14,406.39. Filed by Attorney Juliana Hoffman Objections due by 5/11/2020. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
04/21/2020	<p>● 597 (6 pgs) Certificate of service re: <i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc for the Period from March 1, 2020 through March 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)592 Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc for the Period from March 1, 2020 through March 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). (Attachments: # 1 Exhibit A--DSI Staffing Report for March 2020) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/22/2020	<p>● Receipt Number 00338531, Fee Amount \$3,601,018.59 (RE: Related document(s) 512 Order on motion for authority to apply and disburse funds.) NOTE: Deposit of funds into the Registry of the Court. (Floyd,K) (Entered: 08/10/2020)</p>
04/23/2020	<p>● Receipt Number 00338532, Fee Amount \$898,075.53 (RE: related document(s) 512 Order on motion for authority to apply and disburse funds.) NOTE: Deposit of funds into the Registry of the Court. (Floyd, K). (Entered: 08/10/2020)</p>
04/24/2020	<p>● 598 (31 pgs; 2 docs) Application for compensation (<i>Fourth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from March 1, 2020 through March 31, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 3/1/2020 to 3/31/2020, Fee: \$35,307.50, Expenses: \$1,732.02. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A March 2020 Invoice) (Annable, Zachery)</p>
04/24/2020	<p>● 599 (53 pgs; 2 docs) Notice (<i>Notice of Additional Services to Be Provided by Deloitte Tax LLP</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)551 Agreed Order granting application to employ Deloitte Tax LLP as tax services provider nunc pro tunc to the petition date (related document 483) Entered on 3/27/2020. (Okafor, M.)). (Attachments: # 1 Exhibit A--Deloitte Tax Engagement Letters) (Annable, Zachery)</p>
04/28/2020	<p>● 600 (3 pgs) Stipulation by Highland Capital Management, L.P. and Brown Rudnick LLP. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)488 Order on motion for leave). (Annable, Zachery)</p>
04/28/2020	<p>● 601 (30 pgs; 2 docs) Application for compensation <i>Fifth Monthly Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from March 1, 2020 through March 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 3/1/2020 to 3/31/2020, Fee: \$82,270.50, Expenses: \$12.70. Filed by Attorney Holland N. O'Neil Objections due by 5/19/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland)</p>
04/28/2020	<p>● 602 (108 pgs; 4 docs) Application for compensation <i>First Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through March 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 10/16/2019 to 3/31/2020, Fee: \$484,590.10, Expenses: \$10,455.04. Filed by Attorney Holland N. O'Neil Objections due by 5/19/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order Exhibit C - Proposed Order) (O'Neil, Holland)</p>

04/28/2020	<p>● 603 (10 pgs) Certificate of service re: 1) <i>Fourth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from March 1, 2020 through March 31, 2020</i>; and 2) <i>Notice of Additional Services to Be Provided by Deloitte Tax LLP</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 598 Application for compensation (<i>Fourth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from March 1, 2020 through March 31, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 3/1/2020 to 3/31/2020, Fee: \$35,307.50, Expenses: \$1,732.02. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A March 2020 Invoice) filed by Other Professional Hayward & Associates PLLC, 599 Notice (<i>Notice of Additional Services to Be Provided by Deloitte Tax LLP</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 551 Agreed Order granting application to employ Deloitte Tax LLP as tax services provider nunc pro tunc to the petition date (related document 483) Entered on 3/27/2020. (Okafor, M.)). (Attachments: # 1 Exhibit A--Deloitte Tax Engagement Letters) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/28/2020	<p>● 604 (56 pgs; 3 docs) Application to employ Hunton Andrews Kurth LLP as Special Counsel (<i>Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the Petition Date</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Declaration of Alexander McGeoch # 2 Exhibit B--Proposed Order) (Annable, Zachery)</p>
04/28/2020	<p>● 605 (23 pgs; 3 docs) Application to employ Wilmer Cutler Pickering Hale and Dorr LLP as Special Counsel (<i>Debtor's Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment of Wilmer Cutler Pickering Hale and Dorr LLP as Regulatory and Compliance Counsel Nunc Pro Tunc to the Petition Date</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Declaration of Timothy Silva # 2 Exhibit B--Proposed Order) (Annable, Zachery)</p>
04/28/2020	<p>● 606 (15 pgs; 2 docs) Motion to extend or limit the exclusivity period (RE: related document(s) 460 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. Objections due by 5/22/2020. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)</p>
04/28/2020	<p>● 607 (587 pgs) Application for compensation <i>First Interim Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP, as Counsel for the Debtor and Debtor in Possession, for the Period From October 16, 2019 Through March 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 3/31/2020, Fee: \$4,834,021.00, Expenses: \$118,198.81. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 5/19/2020. (Pomerantz, Jeffrey)</p>
04/28/2020	<p>● 608 (25 pgs) Application for compensation <i>First Interim Application for Compensation and Reimbursement of Expenses of Mercer (US) Inc., as Compensation Consultant to the Debtor for the Period From November 15, 2019 Through February 29, 2020</i> for Mercer (US) Inc., Consultant, Period: 11/15/2019 to 2/29/2020, Fee: \$113,804.64, Expenses: \$2,151.69. Filed by Consultant Mercer (US) Inc. Objections due by 5/19/2020. (Pomerantz, Jeffrey)</p>
04/28/2020	<p>● 609 (118 pgs; 2 docs) Application for compensation (<i>Hayward & Associates PLLC's First Interim Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through March 31, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 12/10/2019 to 3/31/2020, Fee: \$168,405.00, Expenses: \$7,333.29. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A Fee Statements) (Annable, Zachery)</p>
04/28/2020	<p>● 610 (5 pgs) Notice of hearing <i>Omnibus Notice of Hearing on First Interim Applications for Compensation and Reimbursement of Expenses of Estate Professionals</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 569 Application for compensation <i>Sidley Austin LLP's First Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 2/29/2020, Fee: \$3,154,959.45, Expenses: \$56,254.47. Filed by Objections due by 4/28/2020., 570 Application for compensation <i>First</i></p>

	<p><i>Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 10/29/2019 to 2/29/2020, Fee: \$1,757,835.90, Expenses: \$8,781.09. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 4/28/2020., 602 Application for compensation <i>First Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through March 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 10/16/2019 to 3/31/2020, Fee: \$484,590.10, Expenses: \$10,455.04. Filed by Attorney Holland N. O'Neil Objections due by 5/19/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order Exhibit C - Proposed Order) (O'Neil, Holland), 607 Application for compensation <i>First Interim Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP, as Counsel for the Debtor and Debtor in Possession, for the Period From October 16, 2019 Through March 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 3/31/2020, Fee: \$4,834,021.00, Expenses: \$118,198.81. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 5/19/2020., 608 Application for compensation <i>First Interim Application for Compensation and Reimbursement of Expenses of Mercer (US) Inc., as Compensation Consultant to the Debtor for the Period From November 15, 2019 Through February 29, 2020</i> for Mercer (US) Inc., Consultant, Period: 11/15/2019 to 2/29/2020, Fee: \$113,804.64, Expenses: \$2,151.69. Filed by Consultant Mercer (US) Inc. Objections due by 5/19/2020., 609 Application for compensation (<i>Hayward & Associates PLLC's First Interim Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through March 31, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 12/10/2019 to 3/31/2020, Fee: \$168,405.00, Expenses: \$7,333.29. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A Fee Statements)). Hearing to be held on 5/26/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 569 and for 607 and for 609 and for 570 and for 602 and for 608, (Pomerantz, Jeffrey)</p>
04/28/2020	<p>611 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)604 Application to employ Hunton Andrews Kurth LLP as Special Counsel (<i>Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the Petition Date</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Declaration of Alexander McGeoch # 2 Exhibit B--Proposed Order), 605 Application to employ Wilmer Cutler Pickering Hale and Dorr LLP as Special Counsel (<i>Debtor's Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment of Wilmer Cutler Pickering Hale and Dorr LLP as Regulatory and Compliance Counsel Nunc Pro Tunc to the Petition Date</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Declaration of Timothy Silva # 2 Exhibit B--Proposed Order), 606 Motion to extend or limit the exclusivity period (RE: related document(s)460 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. Objections due by 5/22/2020. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 5/26/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 605 and for 604 and for 606, (Annable, Zachery)</p>
04/28/2020	<p>612 (3 pgs) Certificate of service re: (<i>Supplemental</i>) 1) <i>Notice of Bar Dates for Filing Claims; and 2) [Customized] Official Form 410 Proof of Claim</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)498 <i>Notice of Bar Date for Filing Claims</i> filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
04/29/2020	<p>613 (1 pg) Clerk's correspondence requesting a notice of hearing from attorney for debtor. (RE: related document(s)394 Application for compensation <i>Second Monthly Application for Compensation and Reimbursement of Expenses of Foley Gardere, Foley & Lardner LLP as Proposed Special Texas Counsel to the Debtor for the Period from December 1, 2019 through December 30, 2019</i> for Foley Gardere, Foley & Lardner LLP f/k/a Gardere Wynne Sewell LLP, Special Counsel, Period: 12/1/2019 to 12/31/2019, Fee: \$143,328.50, Expenses: \$2,808.29. Filed by Attorney Holland N. O'Neil Objections due by 2/14/2020. (O'Neil, Holland)) Responses due by 5/13/2020. (Ecker, C.)</p>
04/29/2020	<p>614 (6 pgs) Order approving second stipulation permitting Brown Rudnick LLP to file proof of claims after the general bar date (RE: related document(s)600 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 4/29/2020 (Okafor, M.)</p>
04/29/2020	<p>615 (8 pgs) Motion to extend time to Assume or Reject Unexpired Nonresidential Real Property Lease (RE: related document(s)429 Order on motion to extend/shorten time) Filed by Debtor Highland Capital</p>

	Management, L.P. (Annable, Zachery)
04/30/2020	<p>616 (3 pgs) Agreed Order extending deadline to assume or reject unexpired nonresidential real property lease by sixty days (RE: 615 Motion to extend time.) Entered on 4/30/2020. (Okafor, M.)</p>
05/01/2020	<p>617 (3 pgs) Response unopposed to (related document(s): 593 Motion for relief from stay Fee amount \$181, filed by Creditor Acis Capital Management GP, LLC, Creditor Acis Capital Management, L.P.) filed by Interested Party James Dondero. (Assink, Bryan)</p>
05/05/2020	<p>618 (5 pgs) Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to March 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALS UTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Annable, Zachery)</p>
05/05/2020	<p>619 (14 pgs) Certificate of service re: <i>Documents Served on April 28, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 600 Stipulation by Highland Capital Management, L.P. and Brown Rudnick LLP. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 488 Order on motion for leave). filed by Debtor Highland Capital Management, L.P., 601 Application for compensation <i>Fifth Monthly Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from March 1, 2020 through March 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 3/1/2020 to 3/31/2020, Fee: \$82,270.50, Expenses: \$12.70. Filed by Attorney Holland N. O'Neil Objections due by 5/19/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland) filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 602 Application for compensation <i>First Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through March 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 10/16/2019 to 3/31/2020, Fee: \$484,590.10, Expenses: \$10,455.04. Filed by Attorney Holland N. O'Neil Objections due by 5/19/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order Exhibit C - Proposed Order) (O'Neil, Holland) filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 603 Certificate of service re: 1) <i>Fourth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from March 1, 2020 through March 31, 2020</i>; and 2) <i>Notice of Additional Services to Be Provided by Deloitte Tax LLP</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 598 Application for compensation (<i>Fourth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from March 1, 2020 through March 31, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 3/1/2020 to 3/31/2020, Fee: \$35,307.50, Expenses: \$1,732.02. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A March 2020 Invoice) filed by Other Professional Hayward & Associates PLLC, 599 Notice (<i>Notice of Additional Services to Be Provided by Deloitte Tax LLP</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 551 Agreed Order granting application to employ Deloitte Tax LLP as tax services provider nunc pro tunc to the petition date (related document 483) Entered on 3/27/2020. (Okafor, M.)). (Attachments: # 1 Exhibit A--Deloitte Tax Engagement Letters) filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC, 604 Application to employ Hunton Andrews Kurth LLP as Special Counsel (<i>Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the Petition Date</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Declaration of Alexander McGeoch # 2 Exhibit B--Proposed Order) filed by Debtor Highland Capital Management, L.P., 605 Application to employ Wilmer Cutler Pickering Hale and Dorr LLP as Special Counsel (<i>Debtor's Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment of Wilmer Cutler Pickering Hale and Dorr LLP as Regulatory and Compliance Counsel Nunc Pro Tunc to the Petition Date</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Declaration of Timothy Silva # 2 Exhibit B--Proposed Order) filed by Debtor Highland Capital Management, L.P., 606 Motion to extend or limit the exclusivity period (RE: related document(s) 460 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. Objections</p>

due by 5/22/2020. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P., [607](#) Application for compensation *First Interim Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP, as Counsel for the Debtor and Debtor in Possession, for the Period From October 16, 2019 Through March 31, 2020* for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 3/31/2020, Fee: \$4,834,021.00, Expenses: \$118,198.81. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 5/19/2020. filed by Debtor Highland Capital Management, L.P., [608](#) Application for compensation *First Interim Application for Compensation and Reimbursement of Expenses of Mercer (US) Inc., as Compensation Consultant to the Debtor for the Period From November 15, 2019 Through February 29, 2020* for Mercer (US) Inc., Consultant, Period: 11/15/2019 to 2/29/2020, Fee: \$113,804.64, Expenses: \$2,151.69. Filed by Consultant Mercer (US) Inc. Objections due by 5/19/2020. filed by Consultant Mercer (US) Inc., [609](#) Application for compensation (*Hayward & Associates PLLC's First Interim Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through March 31, 2020*) for Hayward & Associates PLLC, Debtor's Attorney, Period: 12/10/2019 to 3/31/2020, Fee: \$168,405.00, Expenses: \$7,333.29. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A Fee Statements) filed by Other Professional Hayward & Associates PLLC, [610](#) Notice of hearing *Omnibus Notice of Hearing on First Interim Applications for Compensation and Reimbursement of Expenses of Estate Professionals* filed by Debtor Highland Capital Management, L.P. (RE: related document(s)) [569](#) Application for compensation *Sidley Austin LLP's First Interim Application for Compensation and Reimbursement of Expenses* for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 2/29/2020, Fee: \$3,154,959.45, Expenses: \$56,254.47. Filed by Objections due by 4/28/2020., [570](#) Application for compensation *First Interim Application for Compensation and Reimbursement of Expenses* for FTI Consulting, Inc., Financial Advisor, Period: 10/29/2019 to 2/29/2020, Fee: \$1,757,835.90, Expenses: \$8,781.09. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 4/28/2020., [602](#) Application for compensation *First Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through March 31, 2020* for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 10/16/2019 to 3/31/2020, Fee: \$484,590.10, Expenses: \$10,455.04. Filed by Attorney Holland N. O'Neil Objections due by 5/19/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order Exhibit C - Proposed Order) (O'Neil, Holland), [607](#) Application for compensation *First Interim Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP, as Counsel for the Debtor and Debtor in Possession, for the Period From October 16, 2019 Through March 31, 2020* for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 10/16/2019 to 3/31/2020, Fee: \$4,834,021.00, Expenses: \$118,198.81. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 5/19/2020., [608](#) Application for compensation *First Interim Application for Compensation and Reimbursement of Expenses of Mercer (US) Inc., as Compensation Consultant to the Debtor for the Period From November 15, 2019 Through February 29, 2020* for Mercer (US) Inc., Consultant, Period: 11/15/2019 to 2/29/2020, Fee: \$113,804.64, Expenses: \$2,151.69. Filed by Consultant Mercer (US) Inc. Objections due by 5/19/2020., [609](#) Application for compensation (*Hayward & Associates PLLC's First Interim Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through March 31, 2020*) for Hayward & Associates PLLC, Debtor's Attorney, Period: 12/10/2019 to 3/31/2020, Fee: \$168,405.00, Expenses: \$7,333.29. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A Fee Statements)). Hearing to be held on 5/26/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for [569](#) and for [607](#) and for [609](#) and for [570](#) and for [602](#) and for [608](#), filed by Debtor Highland Capital Management, L.P., [611](#) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)) [604](#) Application to employ Hunton Andrews Kurth LLP as Special Counsel (*Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the Petition Date*) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Declaration of Alexander McGeoch # 2 Exhibit B--Proposed Order), [605](#) Application to employ Wilmer Cutler Pickering Hale and Dorr LLP as Special Counsel (*Debtor's Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment of Wilmer Cutler Pickering Hale and Dorr LLP as Regulatory and Compliance Counsel Nunc Pro Tunc to the Petition Date*) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Declaration of Timothy Silva # 2 Exhibit B--Proposed Order), [606](#) Motion to extend or limit the exclusivity period (RE: related document(s)) [460](#) Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. Objections due by 5/22/2020. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 5/26/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for [605](#) and for [604](#) and for [606](#), filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)

05/05/2020	<p>● 620 (8 pgs; 2 docs) Stipulation by Highland Capital Management, L.P. and Official Committee of Unsecured Creditors. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)488 Order on motion for leave). (Attachments: # 1 Exhibit A--Employee Letter) (Annable, Zachery)</p>
05/05/2020	<p>● 621 (3 pgs) Certificate of No Objection Regarding Third Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from February 1, 2020 through February 29, 2020 filed by Other Professional Hayward & Associates PLLC (RE: related document(s)573 Application for compensation (<i>Third Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from February 1, 2020 through February 29, 2020</i>) for Hayward &). (Annable, Zachery)</p>
05/05/2020	<p>● 622 (3 pgs) Certificate No Objection Regarding Sixth Monthly Application for Compensation and Reimbursement of Expenses Of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period From March 1, 2020 Through March 31, 2020 filed by Debtor Highland Capital Management, L.P. (RE: related document(s)586 Application for compensation <i>Sixth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period From March 1, 2020 Through March 31, 2020</i> for Jeffrey Nathan Po). (Pomerantz, Jeffrey)</p>
05/06/2020	<p>● 623 (4 pgs) Stipulation and Agreed Order Permitting Hunton Andrews Kurth LLP to Apply Prepetition Retainer (related document # 582) Entered on 5/6/2020. (Okafor, M.)</p>
05/06/2020	<p>● 624 (16 pgs) Objection to (related document(s): 590 Motion to reclaim funds from the registry [<i>Motion for Remittance of Funds Held in Registry of Court</i>] filed by Creditor CLO Holdco, Ltd.) filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana)</p>
05/06/2020	<p>● 625 (2 pgs) Certificate of service re: Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)624 Objection). (Hoffman, Juliana)</p>
05/06/2020	<p>● 626 (9 pgs) Certificate of service re: <i>1) Order Approving Second Stipulation Permitting Brown Rudnick LLP to File Proofs of Claim after the General Bar Date; and 2) Agreed Motion to Extend by Sixty Days the Deadline to Assume or Reject Unexpired Nonresidential Real Property Lease</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)614 Order approving second stipulation permitting Brown Rudnick LLP to file proof of claims after the general bar date (RE: related document(s)600 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 4/29/2020 (Okafor, M.), 615 Motion to extend time to Assume or Reject Unexpired Nonresidential Real Property Lease (RE: related document(s)429 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
05/06/2020	<p>● 627 (7 pgs) Certificate of service re: <i>Agreed Order Extending Deadline to Assume or Reject Unexpired Nonresidential Property Lease by Sixty Days</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)616 Agreed Order extending deadline to assume or reject unexpired nonresidential real property lease by sixty days (RE: 615 Motion to extend time.) Entered on 4/30/2020. (Okafor, M.)). (Kass, Albert)</p>
05/08/2020	<p>● 628 (11 pgs) Order approving joint stipulation of the Debtor and the Official Committee of the Unsecured Creditors modifying the Bar Date Order (RE: related document(s)620 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 5/8/2020 (Okafor, M.)</p>
05/12/2020	<p>● 629 (4 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)594 Application for compensation <i>Sidley Austin LLP's Fifth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2020 to 3/31/2020, Fee: \$476.). (Hoffman, Juliana)</p>

05/13/2020	<p>● 630 (16 pgs; 2 docs) Reply to (related document(s): 624 Objection filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Creditor CLO Holdco, Ltd.. (Attachments: # 1 Service List) (Kane, John)</p>
05/13/2020	<p>● 631 (7 pgs) Certificate of service re: 1) <i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to March 31, 2020</i>; and 2) <i>Joint Stipulation by Highland Capital Management, L.P. and Official Committee of Unsecured Creditors Modifying the Bar Date Order</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)618 <i>Notice (Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to March 31, 2020)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). filed by Debtor Highland Capital Management, L.P., 620 Stipulation by Highland Capital Management, L.P. and Official Committee of Unsecured Creditors. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)488 Order on motion for leave). (Attachments: # 1 Exhibit A--Employee Letter) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
05/13/2020	<p>● 632 (7 pgs) Certificate of service re: <i>Stipulation and Agreed Order Permitting Hunton Andrew Kurth LLP to Apply Prepetition Retaine</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)623 <i>Stipulation and Agreed Order Permitting Hunton Andrews Kurth LLP to Apply Prepetition Retainer</i> (related document 582) Entered on 5/6/2020. (Okafor, M.) filed by Interested Party Hunton Andrews Kurth LLP). (Kass, Albert)</p>
05/13/2020	<p>● 633 (6 pgs) Certificate of service re: <i>Order Approving Joint Stipulation of the Debtor and the Official Committee of Unsecured Creditors Modifying Bar Date Order</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)628 <i>Order approving joint stipulation of the Debtor and the Official Committee of the Unsecured Creditors modifying the Bar Date Order</i> (RE: related document(s)620 <i>Stipulation</i> filed by Debtor Highland Capital Management, L.P.). Entered on 5/8/2020 (Okafor, M.)). (Kass, Albert)</p>
05/14/2020	<p>● 634 (9 pgs) Debtor-in-possession monthly operating report for filing period March 1, 2020 to March 31, 2020 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
05/15/2020	<p>● 635 (6 pgs; 2 docs) Notice of hearing filed by Creditor CLO Holdco, Ltd. (RE: related document(s)590 <i>Motion to reclaim funds from the registry[Motion for Remittance of Funds Held in Registry of Court]</i> Filed by Creditor CLO Holdco, Ltd. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Proposed Order # 11 Service List)). Hearing to be held on 6/30/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 590, (Attachments: # 1 Service List) (Kane, John)</p>
05/19/2020	<p>● 636 (3 pgs) Notice of Appearance and Request for Notice by Martin A. Sosland filed by Interested Parties UBS AG London Branch, UBS Securities LLC. (Sosland, Martin)</p>
05/19/2020	<p>● 637 (3 pgs) Notice of Appearance and Request for Notice by Candice Marie Carson filed by Interested Parties UBS AG London Branch, UBS Securities LLC. (Carson, Candice)</p>
05/19/2020	<p>● 638 (4 pgs) Stipulation by Highland Capital Management, L.P. and Brown Rudnick LLP. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)488 Order on motion for leave). (Annable, Zachery)</p>
05/19/2020	<p>● 639 (51 pgs) Application for compensation <i>Sixth Monthly Application of Sidley Austin LLP for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor</p>

	Commr. Atty, Period: 4/1/2020 to 4/30/2020, Fee: \$438,619.32, Expenses: \$5,765.07. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 6/9/2020. (Hoffman, Juliana)
05/19/2020	640 (52 pgs) Application for compensation <i>Fifth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 3/1/2020 to 3/31/2020, Fee: \$477,538.20, Expenses: \$14,937.66. Filed by Attorney Juliana Hoffman Objections due by 6/9/2020. (Hoffman, Juliana)
05/19/2020	641 (19 pgs) Objection to (related document(s): 601 Application for compensation <i>Fifth Monthly Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from March 1, 2020 through March 31, 2020</i> for Foley Gardere, filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 602 Application for compensation <i>First Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through March 31, 2020</i> for Foley Ga filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP) filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P.. (Chiarello, Annmarie)
05/20/2020	642 (4 pgs) Trustee's Objection to <i>Foley & Lardner, LLP's First Interim Application for Fees and Expenses</i> (RE: related document(s) 602 Application for compensation) (Lambert, Lisa)
05/20/2020	643 (3 pgs) Certificate of No Objection filed by Other Professional Hayward & Associates PLLC (RE: related document(s) 598 Application for compensation (<i>Fourth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from March 1, 2020 through March 31, 2020</i>) for Hayward & Asso). (Annable, Zachery)
05/20/2020	644 (373 pgs; 12 docs) Motion for relief from stay (<i>UBS's Motion for Relief From the Automatic Stay to Proceed With State Court Action</i>) Fee amount \$181, Filed by Interested Parties UBS AG London Branch, UBS Securities LLC Objections due by 6/3/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Exhibit J # 11 Exhibit K) (Sosland, Martin)
05/20/2020	645 (3 pgs) Notice of hearing filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 644 Motion for relief from stay (<i>UBS's Motion for Relief From the Automatic Stay to Proceed With State Court Action</i>) Fee amount \$181, Filed by Interested Parties UBS AG London Branch, UBS Securities LLC Objections due by 6/3/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Exhibit J # 11 Exhibit K)). Hearing to be held on 6/15/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 644 , (Sosland, Martin)
05/20/2020	Receipt of filing fee for Motion for relief from stay(19-34054-sgj11) [motion,mrlfsty] (181.00). Receipt number 27774088, amount \$ 181.00 (re: Doc# 644). (U.S. Treasury)
05/20/2020	646 (7 pgs) Order approving third stipulation permitting Brown Rudnick LLP to file proof of claims after the general bar date (RE: related document(s) 638 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 5/20/2020 (Okafor, M.)
05/20/2020	647 (508 pgs; 18 docs) Witness and Exhibit List filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. (RE: related document(s) 601 Application for compensation <i>Fifth Monthly Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from March 1, 2020 through March 31, 2020</i> for Foley Gardere,, 602 Application for compensation <i>First Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through March 31, 2020</i> for Foley Ga). (Attachments: # 1 Exhibit 9 # 2 Exhibit 10 # 3 Exhibit 11 # 4 Exhibit 12 # 5 Exhibit 13 # 6 Exhibit 14 # 7 Exhibit 15 # 8 Exhibit 16 # 9 Exhibit 17 # 10 Exhibit 18 # 11 Exhibit 19 # 12 Exhibit 20 # 13 Exhibit 21 # 14 Exhibit 22 # 15 Exhibit 23 # 16 Exhibit 24 # 17 Exhibit 25) (Chiarello, Annmarie)

05/21/2020	<p>● 648 (125 pgs) Application for compensation <i>Seventh Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtors for the Period From April 1, 2020 Through April 30, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 4/1/2020 to 4/30/2020, Fee: \$1,113,522.50, Expenses: \$3,437.28. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 6/11/2020. (Pomerantz, Jeffrey)</p>
05/22/2020	<p>● 649 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)607 Application for compensation <i>First Interim Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP, as Counsel for the Debtor and Debtor in Possession, for the Period From October 16, 2019 Through March 31, 20</i>). (Annable, Zachery)</p>
05/22/2020	<p>● 650 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)608 Application for compensation <i>First Interim Application for Compensation and Reimbursement of Expenses of Mercer (US) Inc., as Compensation Consultant to the Debtor for the Period From November 15, 2019 Through February 29, 2020</i> for Mercer (). (Annable, Zachery)</p>
05/22/2020	<p>● 651 (7 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)569 Application for compensation <i>Sidley Austin LLP's First Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 2/29/2020, Fee: \$3,.). (Hoffman, Juliana)</p>
05/22/2020	<p>● 652 (7 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)570 Application for compensation <i>First Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 10/29/2019 to 2/29/2020, Fee: \$1,757,835.90, Expenses: \$8,781.09.). (Hoffman, Juliana)</p>
05/22/2020	<p>● 653 (4 pgs) Declaration re: <i>(Second Supplemental Declaration of Bradley D. Sharp in Support of Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) to Employ and Retain Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)74 Application to employ Development Specialists, Inc as Financial Advisor). (Annable, Zachery)</p>
05/22/2020	<p>● 654 (89 pgs) Witness and Exhibit List for <i>May 26, 2020 Hearing</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)569 Application for compensation <i>Sidley Austin LLP's First Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 10/29/2019 to 2/29/2020, Fee: \$3,, 570 Application for compensation <i>First Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 10/29/2019 to 2/29/2020, Fee: \$1,757,835.90, Expenses: \$8,781.09., 602 Application for compensation <i>First Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through March 31, 2020</i> for Foley Ga, 604 Application to employ Hunton Andrews Kurth LLP as Special Counsel <i>(Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the Petition Date)</i>, 605 Application to employ Wilmer Cutler Pickering Hale and Dorr LLP as Special Counsel <i>(Debtor's Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment, 606 Motion to extend or limit the exclusivity period (RE: related document(s)460 Order on motion to extend/shorten time), 607 Application for compensation <i>First Interim Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP, as Counsel for the Debtor and Debtor in Possession, for the Period From October 16, 2019 Through March 31, 20</i>, 608 Application for compensation <i>First Interim Application for Compensation and Reimbursement of Expenses of Mercer (US) Inc., as Compensation Consultant to the Debtor for the Period From November 15, 2019 Through February 29, 2020</i> for Mercer (, 609 Application for compensation <i>(Hayward & Associates PLLC's First Interim Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through March 31, 2020)</i> for Hayward & Associates PLLC, Debtor's At). (Annable, Zachery)</i></p>

05/22/2020	655 (2 pgs) COURT'S NOTICE/VIDEO CONFERENCE INFORMATION FOR HEARING ON MAY 26, 2020 AT 9:30 a.m. (Ellison, T.)
05/22/2020	656 (3 pgs) Certificate of No Objection filed by Other Professional Hayward & Associates PLLC (RE: related document(s) 609 Application for compensation (<i>Hayward & Associates PLLC's First Interim Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through March 31, 2020</i>) for Hayward & Associates PLLC, Debtor's At). (Annable, Zachery)
05/22/2020	657 (7 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 606 Motion to extend or limit the exclusivity period (RE: related document(s) 460 Order on motion to extend/shorten time)). (Annable, Zachery)
05/22/2020	658 (8 pgs) Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on May 26, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
05/23/2020	659 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 605 Application to employ Wilmer Cutler Pickering Hale and Dorr LLP as Special Counsel (<i>Debtor's Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment</i>). (Annable, Zachery)
05/25/2020	660 (8 pgs) Amended Notice (<i>Amended Notice of Agenda of Matters Scheduled for Hearing on May 26, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 658 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on May 26, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P..). (Annable, Zachery)
05/26/2020	661 (3 pgs) Order granting application for compensation (related document # 569) granting for Sidley Austin, attorney for Official Committee of Unsecured Creditors, fees awarded: \$3,154,959.45, expenses awarded: \$56,254.47 Entered on 5/26/2020. (Ecker, C.)
05/26/2020	662 (3 pgs) Order granting application for compensation (related document # 570) granting for FTI Consulting, Inc., fees awarded: \$1,757,835.90, expenses awarded: \$8,781.09 Entered on 5/26/2020. (Ecker, C.)
05/26/2020	663 (2 pgs) Order granting application for compensation (related document # 607) granting for Pachulski Stang Ziehl & Jones LLP, as Counsel for the Debtor and Debtor in Possession, fees awarded: \$4,834,021.00, expenses awarded: \$118,198.81 Entered on 5/26/2020. (Ecker, C.)
05/26/2020	664 (2 pgs) Order granting application for compensation (related document # 608) granting for Mercer (US) Inc., fees awarded: \$113,804.64, expenses awarded: \$2,151.69 Entered on 5/26/2020. (Ecker, C.)
05/26/2020	665 (2 pgs) Amended Order granting application for compensation (related document # 570) granting for FTI Consulting, Inc., fees awarded: \$1,757,835.90, expenses awarded: \$8,781.09 Entered on 5/26/2020. (Ecker, C.)
05/26/2020	666 (2 pgs) Amended Order granting application for compensation (related document # 569) granting for Sidley Austin, attorney for Official Committee of Unsecured Creditors, fees awarded: \$3,154,959.45, expenses awarded: \$56,254.47 Entered on 5/26/2020. (Ecker, C.)
05/26/2020	667 (2 pgs) Order granting application for compensation (related document # 609) granting for Hayward & Associates PLLC, fees awarded: \$168,405.00, expenses awarded: \$7,333.29 Entered on 5/26/2020. (Ecker, C.)

05/26/2020	<p>● 668 (3 pgs) Order granting 606 Motion to extend or limit the exclusivity period. (Re: related document(s) Chapter 11 Plan due by 7/13/2020, Entered on 5/26/2020. (Ecker, C.)</p>
05/26/2020	<p>● 669 (3 pgs) Order granting application to employ Wilmer Cutler Pickering Hale and Dorr LLP as Other Professional (related document # 605) Entered on 5/26/2020. (Ecker, C.)</p>
05/26/2020	<p>● 670 (4 pgs) Order granting application for compensation (related document # 602) granting for Foley Gardere, Foley & Lardner LLP, fees awarded: \$387,672.08, expenses awarded: \$10,455.04 Entered on 5/26/2020. (Ecker, C.)</p>
05/26/2020	<p>● 672 Hearing held on 5/26/2020. (RE: related document(s)602 First Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through March 31, 2020 for Foley Gardere, Foley & Lardner LLP, Special Counsel,) (Appearances (all video or telephonic): J. Pomeranz and G. Demo for Debtors; M. Clemente for Unsecured Creditors Committee; R. Patel and A. Chiarello for Acis; H. ONiel, special counsel for Debtor; A. Attarwala for UBS; M. Hankin and T. Mascherin for Redeemer Committee; R. Matsumura for HCLOF; L. Lambert for UST. Nonevidentiary hearing. Agreed resolution accepted; 80% of fees and 100% of expenses allowed on an interim basis with all rights of all parties reserved. Counsel to upload order.) (Edmond, Michael) (Entered: 05/27/2020)</p>
05/26/2020	<p>● 673 Hearing held on 5/26/2020. (RE: related document(s)605 Application to employ Wilmer Cutler Pickering Hale and Dorr LLP as Special Counsel (Debtor's Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment of Wilmer Cutler Pickering Hale and Dorr LLP as Regulatory and Compliance Counsel Nunc Pro Tunc to the Petition Date), filed by Debtor Highland Capital Management, L.P.) (Appearances (all video or telephonic): J. Pomeranz and G. Demo for Debtors; M. Clemente for Unsecured Creditors Committee; R. Patel and A. Chiarello for Acis; H. ONiel, special counsel for Debtor; A. Attarwala for UBS; M. Hankin and T. Mascherin for Redeemer Committee; R. Matsumura for HCLOF; L. Lambert for UST. Nonevidentiary hearing. Application granted. Counsel to upload order.) (Edmond, Michael) (Entered: 05/27/2020)</p>
05/26/2020	<p>● 674 Hearing held on 5/26/2020. (RE: related document(s)606 Motion to extend or limit the exclusivity period (RE: related document(s)460 Order on motion to extend/shorten time) filed by Debtor Highland Capital Management, L.P.) (Appearances (all video or telephonic): J. Pomeranz and G. Demo for Debtors; M. Clemente for Unsecured Creditors Committee; R. Patel and A. Chiarello for Acis; H. ONiel, special counsel for Debtor; A. Attarwala for UBS; M. Hankin and T. Mascherin for Redeemer Committee; R. Matsumura for HCLOF; L. Lambert for UST. Nonevidentiary hearing. Agreed resolution accepted; 30 day extension. Counsel to upload order. (Edmond, Michael) (Entered: 05/27/2020)</p>
05/27/2020	<p>● 671 (1 pg) Request for transcript (ruling only) regarding a hearing held on 5/26/2020. The requested turn-around time is daily (Jeng, Hawaii)</p>
05/28/2020	<p>● 675 (40 pgs) Application for compensation <i>Sixth Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 4/1/2020 to 4/30/2020, Fee: \$489,957.84, Expenses: \$6,702.95. Filed by Attorney Juliana Hoffman Objections due by 6/18/2020. (Hoffman, Juliana)</p>
05/28/2020	<p>● 676 (7 pgs) Transcript regarding Hearing Held 05/26/2020 (7 pgs.) RE: Fee Applications, Applications to Employ Nunc Pro Tunc, Motion to Extend Exclusivity Period (Excerpt: 10:00-10:06 a.m. Only). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 08/26/2020. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 672 Hearing held on 5/26/2020. (RE: related document(s)602 First Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through</p>

	<p>March 31, 2020 for Foley Gardner, Foley & Lardner LLP, Special Counsel.) (Appearances (all video or telephonic): J. Pomeranz and G. Demo for Debtors; M. Clemente for Unsecured Creditors Committee; R. Patel and A. Chiarello for Acis; H. ONiel, special counsel for Debtor; A. Attarwala for UBS; M. Hankin and T. Mascherin for Redeemer Committee; R. Matsumura for HCLOF; L. Lambert for UST. Nonevidentiary hearing. Agreed resolution accepted; 80% of fees and 100% of expenses allowed on an interim basis with all rights of all parties reserved. Counsel to upload order.), 673 Hearing held on 5/26/2020. (RE: related document(s)605 Application to employ Wilmer Cutler Pickering Hale and Dorr LLP as Special Counsel (Debtor's Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment of Wilmer Cutler Pickering Hale and Dorr LLP as Regulatory and Compliance Counsel Nunc Pro Tunc to the Petition Date), filed by Debtor Highland Capital Management, L.P.) (Appearances (all video or telephonic): J. Pomeranz and G. Demo for Debtors; M. Clemente for Unsecured Creditors Committee; R. Patel and A. Chiarello for Acis; H. ONiel, special counsel for Debtor; A. Attarwala for UBS; M. Hankin and T. Mascherin for Redeemer Committee; R. Matsumura for HCLOF; L. Lambert for UST. Nonevidentiary hearing. Application granted. Counsel to upload order.), 674 Hearing held on 5/26/2020. (RE: related document(s)606 Motion to extend or limit the exclusivity period (RE: related document(s)460 Order on motion to extend/shorten time) filed by Debtor Highland Capital Management, L.P.) (Appearances (all video or telephonic): J. Pomeranz and G. Demo for Debtors; M. Clemente for Unsecured Creditors Committee; R. Patel and A. Chiarello for Acis; H. ONiel, special counsel for Debtor; A. Attarwala for UBS; M. Hankin and T. Mascherin for Redeemer Committee; R. Matsumura for HCLOF; L. Lambert for UST. Nonevidentiary hearing. Agreed resolution accepted; 30 day extension. Counsel to upload order.). Transcript to be made available to the public on 08/26/2020. (Rehling, Kathy)</p>
05/28/2020	<p>677 (5 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)663 Order granting application for compensation (related document 607) granting for Pachulski Stang Ziehl & Jones LLP, as Counsel for the Debtor and Debtor in Possession, fees awarded: \$4,834,021.00, expenses awarded: \$118,198.81 Entered on 5/26/2020. (Ecker, C.)) No. of Notices: 1. Notice Date 05/28/2020. (Admin.)</p>
06/01/2020	<p>678 (4 pgs) Stipulation by Highland Capital Management, L.P. and Brown Rudnick LLP. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)488 Order on motion for leave). (Annable, Zachery)</p>
06/01/2020	<p>679 (52 pgs; 2 docs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from April 1, 2020 through April 30, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). (Attachments: # 1 Exhibit A--DSI Staffing Report for April 2020) (Annable, Zachery)</p>
06/01/2020	<p>680 (16 pgs) Certificate of service re: 1) <i>Third Stipulation by and Between the Debtor and Brown Rudnick LLP Extending the General Bar Date</i>; 2) <i>Summary Sheet and Sixth Monthly Application of Sidley Austin LLP for Allowance of Compensation and Reimbursement of Expenses for the Period from April 1, 2020 to and Including April 30, 2020</i>; and 3) <i>Summary Sheet and Fifth Monthly Application of FTI Consulting, Inc. for Allowance of Compensation and Reimbursement of Expenses for the Period from March 1, 2020 to and Including March 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)638 Stipulation by Highland Capital Management, L.P. and Brown Rudnick LLP. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)488 Order on motion for leave). filed by Debtor Highland Capital Management, L.P., 639 Application for compensation <i>Sixth Monthly Application of Sidley Austin LLP for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 4/1/2020 to 4/30/2020, Fee: \$438,619.32, Expenses: \$5,765.07. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 6/9/2020. filed by Creditor Committee Official Committee of Unsecured Creditors, 640 Application for compensation <i>Fifth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 3/1/2020 to 3/31/2020, Fee: \$477,538.20, Expenses: \$14,937.66. Filed by Attorney Juliana Hoffman Objections due by 6/9/2020. filed by Financial Advisor FTI Consulting, Inc.). (Kass, Albert)</p>

06/01/2020	<p>● 681 (6 pgs) Certificate of service re: 1) <i>Webex Meeting Invitation to participate electronically in the hearing on Tuesday, May 26, 2020 at 9:30 a.m. Central Time before the Honorable Stacey G. Jernigan; and 2) Instructions for any counsel and parties who wish to participate in the Hearing [Attached hereto as Exhibit B]</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)658 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on May 26, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 660 Amended Notice (<i>Amended Notice of Agenda of Matters Scheduled for Hearing on May 26, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)658 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on May 26, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/01/2020	<p>● 682 (5 pgs) Certificate of service re: <i>Cover Sheet and Seventh Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from April 1, 2020 Through April 30, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)648 Application for compensation <i>Seventh Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtors for the Period From April 1, 2020 Through April 30, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 4/1/2020 to 4/30/2020, Fee: \$1,113,522.50, Expenses: \$3,437.28. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 6/11/2020. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/01/2020	<p>● 683 (12 pgs) Certificate of service re: <i>Documents Served on May 22, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)653 Declaration re: (<i>Second Supplemental Declaration of Bradley D. Sharp in Support of Motion of the Debtor Pursuant to 11 U.S.C. 105(a) and 363(b) to Employ and Retain Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)74 Application to employ Development Specialists, Inc as Financial Advisor). filed by Debtor Highland Capital Management, L.P., 654 Witness and Exhibit List for May 26, 2020 Hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)569 Application for compensation <i>Sidley Austin LLP's First Interim Application for Compensation and Reimbursement of Expenses for Official Committee of Unsecured Creditors, Creditor Comm. Aty, Period: 10/29/2019 to 2/29/2020, Fee: \$3.,</i> 570 Application for compensation <i>First Interim Application for Compensation and Reimbursement of Expenses for FTI Consulting, Inc., Financial Advisor, Period: 10/29/2019 to 2/29/2020, Fee: \$1,757,835.90, Expenses: \$8,781.09.,</i> 602 Application for compensation <i>First Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through March 31, 2020</i> for Foley Ga, 604 Application to employ Hunton Andrews Kurth LLP as Special Counsel (<i>Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the Petition Date</i>), 605 Application to employ Wilmer Cutler Pickering Hale and Dorr LLP as Special Counsel (<i>Debtor's Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment,</i> 606 Motion to extend or limit the exclusivity period (RE: related document(s)460 Order on motion to extend/shorten time), 607 Application for compensation <i>First Interim Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP, as Counsel for the Debtor and Debtor in Possession, for the Period From October 16, 2019 Through March 31, 20,</i> 608 Application for compensation <i>First Interim Application for Compensation and Reimbursement of Expenses of Mercer (US) Inc., as Compensation Consultant to the Debtor for the Period From November 15, 2019 Through February 29, 2020</i> for Mercer (, 609 Application for compensation (<i>Hayward & Associates PLLC's First Interim Application for Compensation and Reimbursement of Expenses for the Period from December 10, 2019 through March 31, 2020</i>) for Hayward & Associates PLLC, Debtor's At). filed by Debtor Highland Capital Management, L.P., 655 COURT'S NOTICE/VIDEO CONFERENCE INFORMATION FOR HEARING ON MAY 26, 2020 AT 9:30 a.m. (Ellison, T.), 658 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on May 26, 2020 at 9:30 a.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/02/2020	<p>● 684 (1 pg) Clerk's correspondence requesting a notice of hearing from attorney for creditor. (RE: related document(s)593 Motion for relief from stay Fee amount \$181, Filed by Acis Capital Management</p>

	GP, LLC, Acis Capital Management, L.P. Objections due by 5/1/2020. (Attachments: # 1 Exhibit 1 (Draft Motion Show Cause Motion) # 2 Exhibit 2 (DAF Complaint 1st case) # 3 Exhibit 3 (DAF Dismissal first case) # 4 Exhibit 4 (DAF Complaint 2nd case) # 5 Exhibit 5 (DAF Dismissal 2nd Case) # 6 Proposed Order)) Responses due by 6/9/2020. (Ecker, C.)
06/02/2020	685 (7 pgs) Order approving fourth stipulation permitting Brown Rudnick LLP to file proof of claims after general bar date (RE: related document(s) 638 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 6/2/2020 (Okafor, M.)
06/02/2020	686 (9 pgs) Debtor-in-possession monthly operating report for filing period April 1, 2020 to April 30, 2020 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
06/03/2020	687 (29 pgs) Response opposed to (related document(s): 644 Motion for relief from stay (<i>UBS's Motion for Relief From the Automatic Stay to Proceed With State Court Action</i>) Fee amount \$181, filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
06/03/2020	688 (149 pgs; 13 docs) Support/supplemental document(<i>Appendix A of Exhibits in Support of Debtor's Objection to UBS's Motion for Relief from the Automatic Stay</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 687 Response). (Attachments: # 1 Exhibit 1--UBS v. Highland Capital Mgmt., L.P., 2010 NY Slip Op 1436 (N.Y. App. Div.) # 2 Exhibit 2--UBS v. Highland Capital Mgmt., L.P., 86 A.D.3d 469 (N.Y. App. Div. 2011) # 3 Exhibit 3--UBS v. Highland Capital Mgmt., L.P., 93 A.D.3d 489 (N.Y. App. Div. 2012) # 4 Exhibit 4--NY D.I. 411: March 13, 2017 Decision # 5 Exhibit 5--NY D.I. 494: Transcript of May 1, 2018 Telephonic Hearing # 6 Exhibit 6--NY D.I. 472: UBSs Pre-Trial Brief in Support of Bifurcation # 7 Exhibit 7--Shira A. Scheindlin, U.S.D.J. (Ret.), Why Not Arbitrate? Breaking the Backlog in State and Federal Courts, 263 N.Y. L.J. 94 (May 15, 2020) # 8 Exhibit 8--December 2, 2019 Email from the Debtors Pre-Petition Counsel to Counsel for UBS # 9 Exhibit 9--March 6, 2020 Email Chain Between the Debtors Bankruptcy Counsel and Counsel for UBS # 10 Exhibit 10--NY D.I. 320: UBSs Note of Issue Without Jury # 11 Exhibit 11--March 22, 2020 New York Administrative Order AO/78/20 # 12 Exhibit 12--May 26, 2020 Law360 Article (Excerpt Only)) (Annable, Zachery)
06/03/2020	689 (21 pgs; 3 docs) Motion to file document under seal.(<i>Debtor's Motion for Entry of an Order Authorizing Filing under Seal of Appendix B of Exhibits to Debtor's Objection to UBS's Motion for Relief from the Automatic Stay</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B--Protective Order Filed in State Court Litigation) (Annable, Zachery)
06/03/2020	690 (7 pgs) Objection to (related document(s): 644 Motion for relief from stay (<i>UBS's Motion for Relief From the Automatic Stay to Proceed With State Court Action</i>) Fee amount \$181, filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch) filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana)
06/03/2020	691 (38 pgs; 5 docs) Motion to file document under seal. <i>MOTION FOR AN ORDER GRANTING LEAVE TO FILE DOCUMENTS UNDER SEAL REGARDING REDEEMER COMMITTEE OBJECTION TO UBS MOTION FOR RELIEF FROM THE AUTOMATIC STAY TO PROCEED WITH STATE COURT ACTION</i> Filed by Interested Party Redeemer Committee of the Highland Crusader Fund (Attachments: # 1 Exhibit Exhibit A # 2 Exhibit Exhibit B # 3 Exhibit Exhibit C # 4 Proposed Order) (Platt, Mark)
06/03/2020	692 (106 pgs; 14 docs) Objection to (related document(s): 644 Motion for relief from stay (<i>UBS's Motion for Relief From the Automatic Stay to Proceed With State Court Action</i>) Fee amount \$181, filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch) <i>Redacted Version (Pending Ruling on Motion to Seal at D.I. 691) of Redeemer Committee Objection to UBS Motion for Relief from the Automatic Stay to Proceed with State Court Action</i> filed by Interested Party Redeemer Committee of the Highland Crusader Fund. (Attachments: # 1 Exhibit Exhibit A (slip sheet, pending ruling on motion to seal) # 2 Exhibit Exhibit B slip sheet (pending ruling on motion to seal) # 3 Exhibit Exhibit C slip sheet (pending ruling on motion to seal) # 4 Exhibit Exhibit D slip sheet (pending ruling on motion to seal) # 5 Exhibit Exhibit E # 6 Exhibit Exhibit F # 7 Exhibit Exhibit G # 8 Exhibit Exhibit H slip sheet

06/03/2020	<p>693 (48 pgs) Support/supplemental document <i>Exhibit K</i> filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s)692 Objection). (Platt, Mark)</p>
06/03/2020	<p>694 (4 pgs) Joinder by filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. (RE: related document(s)692 Objection). (Shaw, Brian)</p>
06/04/2020	<p>695 (3 pgs) Motion to appear pro hac vice for Robert J. Feinstein. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
06/04/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27814231, amount \$ 100.00 (re: Doc# 695). (U.S. Treasury)</p>
06/04/2020	<p>696 (37 pgs; 5 docs) Amended Motion to file document under seal. <i>AMENDED MOTION FOR AN ORDER GRANTING LEAVE TO FILE DOCUMENTS UNDER SEAL REGARDING REDEEMER COMMITTEE OBJECTION TO UBS MOTION FOR RELIEF FROM THE AUTOMATIC STAY TO PROCEED WITH STATE COURT ACTION</i> Filed by Interested Party Redeemer Committee of the Highland Crusader Fund (Attachments: # 1 Exhibit Exhibit A # 2 Exhibit Exhibit B # 3 Exhibit Exhibit C # 4 Proposed Order) (Platt, Mark)</p>
06/04/2020	<p>697 (9 pgs) Certificate of service re: <i>Amended Notice of Agenda of Matters Scheduled for Hearing on May 26, 2020 at 9:30 a.m. (Central Time)</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)660 Amended Notice (<i>Amended Notice of Agenda of Matters Scheduled for Hearing on May 26, 2020 at 9:30 a.m. (Central Time)</i>)) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)658 Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on May 26, 2020 at 9:30 a.m. (Central Time)</i>)) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/04/2020	<p>698 (10 pgs) Certificate of service re: <i>Documents Served on May 26, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)661 Order granting application for compensation (related document 569) granting for Sidley Austin, attorney for Official Committee of Unsecured Creditors, fees awarded: \$3,154,959.45, expenses awarded: \$56,254.47 Entered on 5/26/2020. (Ecker, C.), 662 Order granting application for compensation (related document 570) granting for FTI Consulting, Inc., fees awarded: \$1,757,835.90, expenses awarded: \$8,781.09 Entered on 5/26/2020. (Ecker, C.), 663 Order granting application for compensation (related document 607) granting for Pachulski Stang Ziehl & Jones LLP, as Counsel for the Debtor and Debtor in Possession, fees awarded: \$4,834,021.00, expenses awarded: \$118,198.81 Entered on 5/26/2020. (Ecker, C.), 664 Order granting application for compensation (related document 608) granting for Mercer (US) Inc., fees awarded: \$113,804.64, expenses awarded: \$2,151.69 Entered on 5/26/2020. (Ecker, C.), 665 Amended Order granting application for compensation (related document 570) granting for FTI Consulting, Inc., fees awarded: \$1,757,835.90, expenses awarded: \$8,781.09 Entered on 5/26/2020. (Ecker, C.), 666 Amended Order granting application for compensation (related document 569) granting for Sidley Austin, attorney for Official Committee of Unsecured Creditors, fees awarded: \$3,154,959.45, expenses awarded: \$56,254.47 Entered on 5/26/2020. (Ecker, C.), 667 Order granting application for compensation (related document 609) granting for Hayward & Associates PLLC, fees awarded: \$168,405.00, expenses awarded: \$7,333.29 Entered on 5/26/2020. (Ecker, C.), 668 Order granting 606 Motion to extend or limit the exclusivity period. (Re: related document(s) Chapter 11 Plan due by 7/13/2020, Entered on 5/26/2020. (Ecker, C.), 669 Order granting application to employ Wilmer Cutler Pickering Hale and Dorr LLP as Other Professional (related document 605) Entered on 5/26/2020. (Ecker, C.), 670 Order granting application for compensation (related document 602) granting for Foley Gardere, Foley & Lardner LLP, fees awarded: \$387,672.08, expenses awarded: \$10,455.04 Entered on 5/26/2020. (Ecker, C.)). (Kass, Albert)</p>
06/04/2020	<p>699 (5 pgs) Certificate of service re: <i>Summary Sheet and Sixth Monthly Application of FTI Consulting for Allowance of Compensation and Reimbursement of Expenses for the Period from April 1, 2020 to and Including April 30, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related</p>

	document(s) 675 Application for compensation <i>Sixth Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 4/1/2020 to 4/30/2020, Fee: \$489,957.84, Expenses: \$6,702.95. Filed by Attorney Juliana Hoffman Objections due by 6/18/2020. filed by Financial Advisor FTI Consulting, Inc.). (Kass, Albert)
06/04/2020	700 (4 pgs; 2 docs) Motion to redact/restrict Restrict From Public View (related document(s): 692) (Fee Amount \$25) Filed by Interested Party Redeemer Committee of the Highland Crusader Fund (Attachments: # 1 Proposed Order) (Platt, Mark)
06/04/2020	Receipt of filing fee for Motion to Redact/Restrict From Public View(19-34054-sgj11) [motion,mredact] (25.00). Receipt number 27815698, amount \$ 25.00 (re: Doc# 700). (U.S. Treasury)
06/04/2020	701 (138 pgs; 15 docs) Objection to (related document(s): 644 Motion for relief from stay (<i>UBS's Motion for Relief From the Automatic Stay to Proceed With State Court Action</i>) Fee amount \$181, filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch) <i>Redacted Version of Redeemer Committee Objection to UBS Motion for Relief from the Automatic Stay to Proceed with State Court Action</i> filed by Interested Party Redeemer Committee of the Highland Crusader Fund. (Attachments: # 1 Exhibit Exhibit A # 2 Exhibit Exhibit B # 3 Exhibit Exhibit C # 4 Exhibit Exhibit D # 5 Exhibit Exhibit E # 6 Exhibit Exhibit F # 7 Exhibit Exhibit G # 8 Exhibit Exhibit H slip sheet # 9 Exhibit Exhibit I slip sheet # 10 Exhibit Exhibit J # 11 Exhibit Exhibit K # 12 Exhibit Exhibit L # 13 Exhibit Exhibit M # 14 Exhibit Exhibit N) (Platt, Mark)
06/04/2020	702 (4 pgs) Notice of Appearance and Request for Notice by Thomas M. Melsheimer filed by Creditor Frank Waterhouse, Scott B. Ellington, Isaac Leventon, Jean Paul Sevilla, Hunter Covitz and Thomas Surgent. (Melsheimer, Thomas)
06/04/2020	703 (3 pgs) Motion to appear pro hac vice for David Neier. Fee Amount \$100 Filed by Creditor Frank Waterhouse, Scott B. Ellington, Isaac Leventon, Jean Paul Sevilla, Hunter Covitz and Thomas Surgent (Melsheimer, Thomas)
06/04/2020	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27816362, amount \$ 100.00 (re: Doc# 703). (U.S. Treasury)
06/05/2020	704 (5 pgs) Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to April 30, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Annable, Zachery)
06/05/2020	705 (1 pg) Order granting motion to appear pro hac vice adding David Neier for Frank Waterhouse, Scott B. Ellington, Isaac Leventon, Jean Paul Sevilla, Hunter Covitz and Thomas Surgent (related document # 703) Entered on 6/5/2020. (Okafor, M.)
06/05/2020	706 (1 pg) Order granting motion to appear pro hac vice adding Robert J. Feinstein for Highland Capital Management, L.P. (related document # 695) Entered on 6/5/2020. (Okafor, M.)
06/05/2020	707 (8 pgs) Certificate of service re: 1) <i>Fourth Stipulation by and Between the Debtor and Brown Rudnick LLP Extending the General Bar Date</i> ; and 2) <i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from April 1, 2020 Through April 30, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 678 Stipulation by Highland Capital Management, L.P. and Brown Rudnick LLP. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 488 Order on motion for leave). filed by Debtor Highland Capital Management, L.P., 679 Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period</i>

	<p>from April 1, 2020 through April 30, 2020) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). (Attachments: # 1 Exhibit A--DSI Staffing Report for April 2020) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/05/2020	<p>708 (8 pgs) Certificate of service re: <i>Order Approving Fourth Stipulation Permitting Brown Rudnick LLP to File Proofs of Claim After the General Bar Date</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)685 Order approving fourth stipulation permitting Brown Rudnick LLP to file proof of claims after general bar date (RE: related document(s)638 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 6/2/2020 (Okafor, M.)). (Kass, Albert)</p>
06/05/2020	<p>709 (11 pgs) Certificate of service re: <i>1) Debtor's Objection to UBS's Motion for Relief from the Automatic Stay to Proceed with State Court Action; 2) Appendix A of Exhibits in Support of Debtor's Objection to UBS's Motion for Relief from the Automatic Stay; and 3) Debtor's Motion for Entry of an Order Authorizing Filing Under Seal of Appendix B of Exhibits to Debtor's Objection to UBS's Motion for Relief from the Automatic Stay</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)687 Response opposed to (related document(s): 644 Motion for relief from stay (<i>UBS's Motion for Relief From the Automatic Stay to Proceed With State Court Action</i>) Fee amount \$181, filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 688 Support/supplemental document(<i>Appendix A of Exhibits in Support of Debtor's Objection to UBS's Motion for Relief from the Automatic Stay</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)687 Response). (Attachments: # 1 Exhibit 1--UBS v. Highland Capital Mgmt., L.P., 2010 NY Slip Op 1436 (N.Y. App. Div.) # 2 Exhibit 2--UBS v. Highland Capital Mgmt., L.P., 86 A.D.3d 469 (N.Y. App. Div. 2011) # 3 Exhibit 3--UBS v. Highland Capital Mgmt., L.P., 93 A.D.3d 489 (N.Y. App. Div. 2012) # 4 Exhibit 4--NY D.I. 411: March 13, 2017 Decision # 5 Exhibit 5--NY D.I. 494: Transcript of May 1, 2018 Telephonic Hearing # 6 Exhibit 6--NY D.I. 472: UBSs Pre-Trial Brief in Support of Bifurcation # 7 Exhibit 7--Shira A. Scheindlin, U.S.D.J. (Ret.), Why Not Arbitrate? Breaking the Backlog in State and Federal Courts, 263 N.Y. L.J. 94 (May 15, 2020) # 8 Exhibit 8--December 2, 2019 Email from the Debtors Pre-Petition Counsel to Counsel for UBS # 9 Exhibit 9--March 6, 2020 Email Chain Between the Debtors Bankruptcy Counsel and Counsel for UBS # 10 Exhibit 10--NY D.I. 320: UBSs Note of Issue Without Jury # 11 Exhibit 11--March 22, 2020 New York Administrative Order AO/78/20 # 12 Exhibit 12--May 26, 2020 Law360 Article (Excerpt Only)) filed by Debtor Highland Capital Management, L.P., 689 Motion to file document under seal.(<i>Debtor's Motion for Entry of an Order Authorizing Filing under Seal of Appendix B of Exhibits to Debtor's Objection to UBS's Motion for Relief from the Automatic Stay</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B--Protective Order Filed in State Court Litigation) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/07/2020	<p>710 (4 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)706 Order granting motion to appear pro hac vice adding Robert J. Feinstein for Highland Capital Management, L.P. (related document 695) Entered on 6/5/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 06/07/2020. (Admin.)</p>
06/08/2020	<p>711 (2 pgs) Order granting motion to seal documents (related document # 696) Entered on 6/8/2020. (Okafor, M.)</p>
06/08/2020	<p>712 (2 pgs) Certificate of No Objection filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. (RE: related document(s)593 Motion for relief from stay Fee amount \$181.). (Shaw, Brian)</p>
06/08/2020	<p>713 (1 pg) Order granting Motion to Redact (Related Doc # 700) Entered on 6/8/2020. (Okafor, M.)</p>
06/08/2020	<p>714 SEALED document regarding: Redeemer Committee's Objection to UBS's Motion for Relief From The Automatic Stay (unredacted version) per court order filed by Interested Party Redeemer</p>

	Committee of the Highland Crusader Fund (RE: related document(s) 711 Order on motion to seal). (Platt, Mark)
06/08/2020	715 SEALED document regarding: Exhibit A, Original Synthetic Warehouse Agreement per court order filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s) 711 Order on motion to seal). (Platt, Mark)
06/08/2020	716 SEALED document regarding: Exhibit B, Original Engagement Ltr. per court order filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s) 711 Order on motion to seal). (Platt, Mark)
06/08/2020	717 SEALED document regarding: Exhibit C, Original Cash Warehouse Agreement per court order filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s) 711 Order on motion to seal). (Platt, Mark)
06/08/2020	718 SEALED document regarding: Exhibit D, Expert Report of Louis G. Dudney per court order filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s) 711 Order on motion to seal). (Platt, Mark)
06/08/2020	719 SEALED document regarding: Exhibit E, 3/20/2009 Termination, Settlement, and Release Agreement per court order filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s) 711 Order on motion to seal). (Platt, Mark)
06/08/2020	720 SEALED document regarding: Exhibit H, UBS and Crusader Fund Settlement Agreement per court order filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s) 711 Order on motion to seal). (Platt, Mark)
06/08/2020	721 SEALED document regarding: Exhibit I, UBS and Credit Strategies Fund Settlement Agreement per court order filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s) 711 Order on motion to seal). (Platt, Mark)
06/08/2020	722 (2 pgs) Order granting motion to seal documents (related document # 689) Entered on 6/8/2020. (Okafor, M.)
06/08/2020	723 SEALED document regarding: Appendix B of Exhibits in Support of Debtor's Objection to UBS's Motion for Relief from the Automatic Stay per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 722 Order on motion to seal). (Annable, Zachery)
06/08/2020	724 (7 pgs) Certificate of service re: <i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to April 30, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 704 <i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to April 30, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
06/10/2020	725 (3 pgs) Motion to appear pro hac vice for Sarah Tomkowiak. Fee Amount \$100 Filed by Interested Parties UBS AG London Branch, UBS Securities LLC (Sosland, Martin)
06/10/2020	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00).

	Receipt number 27830926, amount \$ 100.00 (re: Doc# 725). (U.S. Treasury)
06/10/2020	726 (4 pgs) Stipulation by Highland Capital Management, L.P. and Brown Rudnick LLP. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 488 Order on motion for leave). (Annable, Zachery)
06/10/2020	727 (4 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 639 Application for compensation <i>Sixth Monthly Application of Sidley Austin LLP for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 4/1/2020 to 4/30/2020, Fee: \$438,619.). (Hoffman, Juliana)
06/10/2020	728 (3 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s) 640 Application for compensation <i>Fifth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 3/1/2020 to 3/31/2020, Fee: \$477,538.20, Expenses: \$14,937.66.). (Hoffman, Juliana)
06/10/2020	729 (11 pgs) Notice of Subpoena of Highland Capital Management, L.P. filed by Creditor CLO Holdco, Ltd.. (Kane, John)
06/11/2020	730 (3 pgs) Motion to appear pro hac vice for Alan J. Kornfeld. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)
06/11/2020	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27834758, amount \$ 100.00 (re: Doc# 730). (U.S. Treasury)
06/11/2020	731 (1 pg) Order granting motion to appear pro hac vice adding Sarah A. Tomkowiak for UBS AG London Branch and UBS Securities LLC (related document # 725) Entered on 6/11/2020. (Okafor, M.)
06/11/2020	732 (7 pgs) Order approving fifth stipulation permitting Brown Rudnick LLP to file proofs of claim after the general bar ate (RE: related document(s) 638 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 6/11/2020 (Okafor, M.) Modified text on 6/11/2020 (Okafor, M.).
06/11/2020	733 (237 pgs; 17 docs) Motion for leave to <i>File an Omnibus Reply to Objections to UBS's Motion for Relief from the Automatic Stay to Proceed With State Court Action</i> (related document(s) 687 Response, 690 Objection, 692 Objection, 694 Joinder, 701 Objection) Filed by Interested Parties UBS AG London Branch, UBS Securities LLC Objections due by 7/2/2020. (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Reply # 3 Exhibit 1 # 4 Exhibit 2 # 5 Exhibit 3 # 6 Exhibit 4 # 7 Exhibit 5 # 8 Exhibit 6 # 9 Exhibit 7 # 10 Exhibit 8 # 11 Exhibit 9 # 12 Exhibit 10 # 13 Exhibit 11 # 14 Exhibit 12 # 15 Exhibit 13 # 16 Exhibit 14) (Sosland, Martin)
06/11/2020	734 (23 pgs; 3 docs) INCORRECT EVENT USED: See # 746 for correction. Motion for leave to <i>File Documents Under Seal with UBS's Omnibus Reply to Objections to UBS's Motion for Relief from the Automatic Stay to Proceed With State Court Action</i> (related document(s) 733 Motion for leave) Filed by Interested Parties UBS AG London Branch, UBS Securities LLC Objections due by 7/2/2020. (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - State Court Protective Stipulation) (Sosland, Martin) Modified on 6/15/2020 (Ecker, C.).
06/11/2020	746 (23 pgs) Motion to file document under seal. Filed by Interested Parties UBS AG London Branch , UBS Securities LLC (Ecker, C.) (Entered: 06/15/2020)
06/12/2020	735 (2 pgs) COURT'S NOTICE/VIDEO CONFERENCE INFORMATION FOR HEARING ON JUNE 15, 2020 AT 1:30 p.m. (RE: related document(s) 644 Motion for relief from stay (<i>UBS's Motion for Relief From the Automatic Stay to Proceed With State Court Action</i>) Fee amount \$181, Filed by Interested Parties UBS AG London Branch, UBS Securities LLC Objections due by 6/3/2020. (Attachments: # 1

	Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Exhibit J # 11 Exhibit K)). (Ellison, T.)
06/12/2020	736 (1 pg) Order granting motion to appear pro hac vice adding Alan J. Kornfeld for Highland Capital Management, L.P. (related document # 730) Entered on 6/12/2020. (Okafor, M.)
06/12/2020	737 (17 pgs; 2 docs) Motion to extend or limit the exclusivity period (RE: related document(s) 668 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)
06/12/2020	738 (3 pgs) Certificate of No Objection Regarding Seventh Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from April 1, 2020 through April 30, 2020 filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 648 Application for compensation <i>Seventh Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtors for the Period From April 1, 2020 Through April 30, 2020</i> for Jeffrey Nathan). (Annable, Zachery)
06/12/2020	739 (4 pgs) Witness and Exhibit List (<i>Debtor's Witness and Exhibit List for June 15, 2020 Hearing on UBS's Motion for Relief from the Automatic Stay</i>) filed by Debtor Highland Capital Management, L.P. (Related document(s) 644 UBS's Motion for Relief From the Automatic Stay to Proceed With State Court Action) filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch. MODIFIED to correct linkage on 6/15/2020 (Ecker, C.).
06/12/2020	740 (5 pgs) Witness and Exhibit List <i>REDEEMER COMMITTEE OF THE HIGHLAND CRUSADER FUND WITNESS AND EXHIBIT LIST FOR JUNE 15, 2020 HEARING ON UBS MOTION FOR RELIEF FROM THE AUTOMATIC STAY</i> filed by Interested Party Redeemer Committee of the Highland Crusader Fund (Related document(s) 644 UBS's Motion for Relief From the Automatic Stay to Proceed With State Court Action) filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch. MODIFIED to correct linkage on 6/15/2020 (Ecker, C.).
06/12/2020	741 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 737 Motion to extend or limit the exclusivity period (RE: related document(s) 668 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 7/8/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 737 , (Annable, Zachery)
06/12/2020	742 (5 pgs) Witness and Exhibit List <i>for June 15, 2020 Hearing</i> filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 644 Motion for relief from stay (<i>UBS's Motion for Relief From the Automatic Stay to Proceed With State Court Action</i>) Fee amount \$181.). (Sosland, Martin)
06/12/2020	743 (5 pgs) Amended Witness and Exhibit List <i>REDEEMER COMMITTEE OF THE HIGHLAND CRUSADER FUND FIRST AMENDED WITNESS AND EXHIBIT LIST FOR JUNE 15, 2020 HEARING ON UBS MOTION FOR RELIEF FROM THE AUTOMATIC STAY</i> filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s) 740 List (witness/exhibit/generic)). (Platt, Mark)
06/13/2020	744 (4 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 731 Order granting motion to appear pro hac vice adding Sarah A. Tomkowiak for UBS AG London Branch and UBS Securities LLC (related document 725) Entered on 6/11/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 06/13/2020. (Admin.)
06/14/2020	745 (2 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 736 Order granting motion to appear pro hac vice adding Alan J. Kornfeld for Highland Capital Management, L.P. (related document 730) Entered on 6/12/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 06/14/2020. (Admin.)

06/15/2020	<p>● 747 (12 pgs; 2 docs) Motion to extend time to (Debtor's Motion for Entry of an Order Further Extending the Period Within Which It May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure) (RE: related document(s)459 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. Objections due by 7/6/2020. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)</p>
06/15/2020	<p>● 748 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)747 Motion to extend time to (Debtor's Motion for Entry of an Order Further Extending the Period Within Which It May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure) (RE: related document(s)459 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. Objections due by 7/6/2020. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 7/8/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 747, (Annable, Zachery)</p>
06/15/2020	<p>● 754 Hearing held on 6/15/2020. (RE: related document(s)644 (UBS's Motion for Relief From the Automatic Stay to Proceed With State Court Action), filed by Interested Parties UBS AG London Branch, UBS Securities LLC.,) (Appearances (all via WebEx): M. Sosland, A. Clubok, and S. Tomkowiak for UBS; J. Pomerantz, R. Feinstein, G. Demo, A. Kornfeld, M. Hayward, and Z. Annabel for Debtor; M. Clemente for Official Unsecured Creditors Committee; T. Mascherin, M. Platt, and M. Hankin for Redeemer Committee; B. Shaw and R. Patel for Acis; M. Rosenthal for Alvarez & Marsal. Evidentiary hearing. Motion denied. Debtors counsel to upload order.) (Edmond, Michael) (Entered: 06/17/2020)</p>
06/15/2020	<p>● 770 (1 pg) Court admitted exhibits date of hearing June 15, 2020 (RE: related document(s)644 Motion for relief from stay (UBS's Motion for Relief From the Automatic Stay to Proceed With State Court Action), filed by Interested Parties UBS AG London Branch, UBS Securities LLC., (COURT ADMITTED ALL EXHIBIT'S TO ALL THE ATTACHED OBJECTOR'S OBJECTION ALL EXCEPT FOR EXHIBIT #D (EXPERT REPORT OF LOUIS G. DUDLEY; THAT IS FILED UNDER SEAL); ON THE REDEEMER COMMITTEE OBJECTION; THE FOLLOWING EXHIBIT'S ATTACHED TO THE MOTION OF UBS'S MOTION TO LIFT STAY ALL ADMITTED; # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Exhibit J # 11 Exhibit K; ALSO PLEASE SEE WITNESS AND EXHIBIT LIST OF DEBTOR; CREDITOR UBS AND REDEEMER COMMITTEE) (Edmond, Michael) (Entered: 06/23/2020)</p>
06/16/2020	<p>● 749 ENTER AN ERROR; NO PDF ATTACHED: Request for transcript regarding a hearing held on 6/15/2020. The requested turn-around time is daily (Edmond, Michael) Modified on 6/16/2020 (Edmond, Michael).</p>
06/16/2020	<p>● 750 (1 pg) Request for transcript regarding a hearing held on 6/15/2020. The requested turn-around time is daily. (Edmond, Michael)</p>
06/16/2020	<p>● 751 (22 pgs; 2 docs) Application for compensation <i>Sixth Monthly Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April 1, 2020 through April 30, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 4/1/2020 to 4/30/2020, Fee: \$32,602.50, Expenses: \$0.00. Filed by Attorney Holland N. O'Neil Objections due by 7/7/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland)</p>
06/16/2020	<p>● 752 (3 pgs) Notice of hearing(<i>Notice of August 6, 2020 Omnibus Hearing Date</i>) filed by Debtor Highland Capital Management, L.P.. Hearing to be held on 8/6/2020 at 09:30 AM Dallas Judge Jernigan Ctrm (Annable, Zachery)</p>
06/16/2020	<p>● 753 (3 pgs) Notice of hearing (<i>Notice of July 14, 2020 Omnibus Hearing Date</i>) filed by Debtor Highland Capital Management, L.P.. Hearing to be held on 7/14/2020 at 01:30 PM Dallas Judge Jernigan Ctrm (Annable, Zachery)</p>

06/17/2020	<p>● 755 (127 pgs) Transcript regarding Hearing Held 06/15/2020 (127 pages) RE: Motion for Relief from the Automatic Stay. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 09/15/2020. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 754 Hearing held on 6/15/2020. (RE: related document(s) 644 (UBS's Motion for Relief From the Automatic Stay to Proceed With State Court Action), filed by Interested Parties UBS AG London Branch, UBS Securities LLC.,) (Appearances (all via WebEx): M. Sosland, A. Clubok, and S. Tomkowiak for UBS; J. Pomerantz, R. Feinstein, G. Demo, A. Kornfeld, M. Hayward, and Z. Annabel for Debtor; M. Clemente for Official Unsecured Creditors Committee; T. Mascherin, M. Platt, and M. Hankin for Redeemer Committee; B. Shaw and R. Patel for Acis; M. Rosenthal for Alvarez & Marsal. Evidentiary hearing. Motion denied. Debtors counsel to upload order.)). Transcript to be made available to the public on 09/15/2020. (Rehling, Kathy)</p>
06/17/2020	<p>● 756 (10 pgs) Certificate of service re: <i>1) WebEx Meeting Invitation to participate electronically in the hearing on Monday, June 15, 2020 at 1:30 p.m. Central Time before the Honorable Stacey G. Jernigan; and 2) Instructions for any counsel and parties who wish to participate in the Hearing</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 735 COURT'S NOTICE/VIDEO CONFERENCE INFORMATION FOR HEARING ON JUNE 15, 2020 AT 1:30 p.m. (RE: related document(s) 644 Motion for relief from stay (UBS's Motion for Relief From the Automatic Stay to Proceed With State Court Action) Fee amount \$181, Filed by Interested Parties UBS AG London Branch, UBS Securities LLC Objections due by 6/3/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Exhibit J # 11 Exhibit K)). (Ellison, T.)). (Kass, Albert)</p>
06/17/2020	<p>● 757 (9 pgs) Certificate of service re: <i>Fifth Stipulation by and Between the Debtor and Brown Rudnick LLP Extending the General Bar Date</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 726 Stipulation by Highland Capital Management, L.P. and Brown Rudnick LLP. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 488 Order on motion for leave). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/17/2020	<p>● 758 (9 pgs) Certificate of service re: <i>1) Motion for Admission Pro Hac Vice of Alan J. Kornfeld to Represent Highland Capital Management, L.P.; and 2) Order Approving Fifth Stipulation Permitting Brown Rudnick LLP to File Proofs of Claim After the General Bar Date</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 730 Motion to appear pro hac vice for Alan J. Kornfeld. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 732 Order approving fifth stipulation permitting Brown Rudnick LLP to file proofs of claim after the general bar ate (RE: related document(s) 638 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 6/11/2020 (Okafor, M.) Modified text on 6/11/2020 (Okafor, M.)). (Kass, Albert)</p>
06/17/2020	<p>● 759 (7 pgs) Certificate of service re: <i>Documents Served on June 12, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 736 Order granting motion to appear pro hac vice adding Alan J. Kornfeld for Highland Capital Management, L.P. (related document 730) Entered on 6/12/2020. (Okafor, M.), 737 Motion to extend or limit the exclusivity period (RE: related document(s) 668 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P., 739 Witness and Exhibit List (Debtor's Witness and Exhibit List for June 15, 2020 Hearing on UBS's Motion for Relief from the Automatic Stay) filed by Debtor Highland Capital Management, L.P. (Related document(s) 644 UBS's Motion for Relief From the Automatic Stay to Proceed With State Court Action) filed by Interested Party UBS Securities LLC, Interested Party UBS AG London Branch. MODIFIED to correct linkage on 6/15/2020 (Ecker, C.). filed by Debtor Highland Capital Management, L.P., 741 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 737 Motion to extend or limit the exclusivity period (RE: related document(s) 668 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order)).</p>

	<p>Hearing to be held on 7/8/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 757, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/17/2020	<p>760 (11 pgs) Certificate of service re: 1) <i>Debtor's Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure</i>; and 2) <i>Notice of Hearing Regarding Debtor's Motion for Entry of an Order Further Extending the Period Within Which it May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure; to be Held on July 8, 2020 at 1:30 p.m. (Central Time)</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)747 Motion to extend time to (Debtor's Motion for Entry of an Order Further Extending the Period Within Which It May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure) (RE: related document(s)459 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. Objections due by 7/6/2020. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P., 748 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)747 Motion to extend time to (Debtor's Motion for Entry of an Order Further Extending the Period Within Which It May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure) (RE: related document(s)459 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. Objections due by 7/6/2020. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 7/8/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 747, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/17/2020	<p>761 (9 pgs) Certificate of service re: 1) <i>Cover Sheet and Sixth Monthly Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April 1, 2020 Through April 30, 2020</i>; 2) <i>Notice of August 6, 2020 Omnibus Hearing Date</i>; and 3) <i>Notice of July 14, 2020 Omnibus Hearing Date</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)751 Application for compensation <i>Sixth Monthly Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April 1, 2020 through April 30, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 4/1/2020 to 4/30/2020, Fee: \$32,602.50, Expenses: \$0.00. Filed by Attorney Holland N. O'Neil Objections due by 7/7/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland) filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 752 Notice of hearing(<i>Notice of August 6, 2020 Omnibus Hearing Date</i>) filed by Debtor Highland Capital Management, L.P.. Hearing to be held on 8/6/2020 at 09:30 AM Dallas Judge Jernigan Ctrm filed by Debtor Highland Capital Management, L.P., 753 Notice of hearing (<i>Notice of July 14, 2020 Omnibus Hearing Date</i>) filed by Debtor Highland Capital Management, L.P.. Hearing to be held on 7/14/2020 at 01:30 PM Dallas Judge Jernigan Ctrm filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/18/2020	<p>762 (20 pgs; 2 docs) Application for compensation <i>Seventh Monthly Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from May 1, 2020 through May 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 5/1/2020 to 5/31/2020, Fee: \$27,822.00, Expenses: \$489.80. Filed by Attorney Holland N. O'Neil Objections due by 7/9/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland)</p>
06/18/2020	<p>763 (6 pgs) Agreed Order granting application to employ Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the petition date (related document # 604) Entered on 6/18/2020. (Bradden, T.)</p>
06/18/2020	<p>764 (3 pgs) Order granting motion for relief from stay by Acis Capital Management GP, LLC , Acis Capital Management, L.P. (related document # 593) Entered on 6/18/2020. (Bradden, T.)</p>
06/19/2020	<p>765 (2 pgs) Order denying motion for relief from stay by Interested Parties UBS AG London Branch , UBS Securities LLC (related document # 644) Entered on 6/19/2020. (Okafor, M.)</p>
06/20/2020	<p>766 (6 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)764 Order granting motion for relief from stay by Acis Capital Management GP, LLC , Acis Capital Management, L.P. (related document 593) Entered on 6/18/2020. (Bradden, T.)) No. of Notices: 1. Notice Date 06/20/2020. (Admin.) (Entered: 06/21/2020)</p>

06/22/2020	<p>● 767 (42 pgs) Application for compensation <i>Sidley Austin LLP's Seventh Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 5/1/2020 to 5/31/2020, Fee: \$343,624.68, Expenses: \$2,758.75. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 7/13/2020. (Hoffman, Juliana)</p>
06/22/2020	<p>● 768 (3 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)675 Application for compensation <i>Sixth Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 4/1/2020 to 4/30/2020, Fee: \$489,957.84, Expenses: \$6,702.95.). (Hoffman, Juliana)</p>
06/22/2020	<p>● 769 (9 pgs) Certificate of service re: 1) <i>Cover Sheet and Seventh Monthly Application for Compensation and Reimbursement of Expenses of Foley Lardner LLP as Special Texas Counsel to the Debtor for the Period from May 1, 2020 Through May 31, 2020</i>; and 2) <i>Agreed Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the Petition Date</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)762 Application for compensation <i>Seventh Monthly Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from May 1, 2020 through May 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 5/1/2020 to 5/31/2020, Fee: \$27,822.00, Expenses: \$489.80. Filed by Attorney Holland N. O'Neil Objections due by 7/9/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland) filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 763 Agreed Order granting application to employ Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the petition date (related document 604) Entered on 6/18/2020. (Bradden, T.)). (Kass, Albert)</p>
06/23/2020	<p>● 771 (65 pgs) Objection to claim(s) 3 of Creditor(s) Acis Capital Management L.P. and Acis Capital Management GP, LLC.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 7/23/2020. (Annable, Zachery)</p>
06/23/2020	<p>● 772 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)771 Objection to claim(s) 3 of Creditor(s) Acis Capital Management L.P. and Acis Capital Management GP, LLC.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 7/23/2020.). Hearing to be held on 8/6/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 771, (Annable, Zachery)</p>
06/23/2020	<p>● 773 (104 pgs) Application for compensation <i>Eighth Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from May 1, 2020 through May 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 5/1/2020 to 5/31/2020, Fee: \$803,509.50, Expenses: \$4,372.94. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 7/14/2020. (Pomerantz, Jeffrey)</p>
06/23/2020	<p>● 774 (33 pgs) Application to employ James P. Seery, Jr. as Other Professional <i>Debtors Motion Under Bankruptcy Code Sections 105(a) and 363(b) for Authorization to Retain James P. Seery, Jr., as Chief Executive Officer, Chief Restructuring Officer and Foreign Representative Nunc Pro Tunc to March 15, 2020</i> Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
06/23/2020	<p>● 775 (22 pgs) Application to employ Development Specialists, Inc. as Other Professional <i>Amended Motion of the Debtor Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to Employ and Retain Development Specialists, Inc. to Provide Financial Advisory and Restructuring-Related Services, Nunc Pro Tunc to March 15, 2020</i> Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
06/23/2020	<p>● 776 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)774 Application to employ James P. Seery, Jr. as Other Professional <i>Debtors Motion Under Bankruptcy Code Sections 105(a) and 363(b) for Authorization to Retain James P. Seery, Jr., as Chief Executive Officer, Chief Restructuring Officer and Foreign Representative Nunc Pro Tunc to March 15,</i></p>

	2020 Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 7/14/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 774 , (Annable, Zachery)
06/23/2020	<p>777 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)775 Application to employ Development Specialists, Inc. as Other Professional <i>Amended Motion of the Debtor Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to Employ and Retain Development Specialists, Inc. to Provide Financial Advisory and Restructuring-Related Services, Nunc Pro Tunc to March 15, 2020</i> Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 7/14/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 775, (Annable, Zachery)</p>
06/24/2020	<p>778 (5 pgs) Certificate of service re: <i>Summary Sheet and Seventh Monthly Application of Sidley Austin LLP for Allowance of Compensation and Reimbursement of Expenses for the Period from May 1, 2020 to and Including May 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)767 Application for compensation <i>Sidley Austin LLP's Seventh Monthly Application for Compensation and Reimbursement of Expenses for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 5/1/2020 to 5/31/2020, Fee: \$343,624.68, Expenses: \$2,758.75.</i> Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 7/13/2020. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
06/24/2020	<p>779 (15 pgs) Certificate of service re: <i>Documents Served on 23, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)771 Objection to claim(s) 3 of Creditor(s) Acis Capital Management L.P. and Acis Capital Management GP, LLC.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 7/23/2020. filed by Debtor Highland Capital Management, L.P., 772 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)771 Objection to claim(s) 3 of Creditor(s) Acis Capital Management L.P. and Acis Capital Management GP, LLC.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 7/23/2020.). Hearing to be held on 8/6/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 771, filed by Debtor Highland Capital Management, L.P., 773 Application for compensation <i>Eighth Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from May 1, 2020 through May 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 5/1/2020 to 5/31/2020, Fee: \$803,509.50, Expenses: \$4,372.94. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 7/14/2020. filed by Debtor Highland Capital Management, L.P., 774 Application to employ James P. Seery, Jr. as Other Professional <i>Debtors Motion Under Bankruptcy Code Sections 105(a) and 363(b) for Authorization to Retain James P. Seery, Jr., as Chief Executive Officer, Chief Restructuring Officer and Foreign Representative Nunc Pro Tunc to March 15, 2020</i> Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 775 Application to employ Development Specialists, Inc. as Other Professional <i>Amended Motion of the Debtor Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to Employ and Retain Development Specialists, Inc. to Provide Financial Advisory and Restructuring-Related Services, Nunc Pro Tunc to March 15, 2020</i> Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 776 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)774 Application to employ James P. Seery, Jr. as Other Professional <i>Debtors Motion Under Bankruptcy Code Sections 105(a) and 363(b) for Authorization to Retain James P. Seery, Jr., as Chief Executive Officer, Chief Restructuring Officer and Foreign Representative Nunc Pro Tunc to March 15, 2020</i> Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 7/14/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 774, filed by Debtor Highland Capital Management, L.P., 777 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)775 Application to employ Development Specialists, Inc. as Other Professional <i>Amended Motion of the Debtor Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to Employ and Retain Development Specialists, Inc. to Provide Financial Advisory and Restructuring-Related Services, Nunc Pro Tunc to March 15, 2020</i> Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 7/14/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 775, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
06/25/2020	<p>780 (5 pgs) Notice of Subpoena of David Klos filed by Creditor CLO Holdco, Ltd.. (Kane, John)</p>
06/26/2020	<p>781 (48 pgs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from May 1, 2020 through May 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to</p>

	Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). (Annable, Zachery)
06/26/2020	782 (372 pgs; 26 docs) Witness and Exhibit List filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 590 Motion to reclaim funds from the registry [<i>Motion for Remittance of Funds Held in Registry of Court</i>]). (Attachments: # 1 Exhibit 1 # 2 Exhibit 1-A # 3 Exhibit 1-B # 4 Exhibit 1-C # 5 Exhibit 1-D # 6 Exhibit 1-E # 7 Exhibit 1-F # 8 Exhibit 1-G # 9 Exhibit 1-H # 10 Exhibit 1-I # 11 Exhibit 2 # 12 Exhibit 3 # 13 Exhibit 4 # 14 Exhibit 5 # 15 Exhibit 6 # 16 Exhibit 7 # 17 Exhibit 8 # 18 Exhibit 9 # 19 Exhibit 10 # 20 Exhibit 11 # 21 Exhibit 12 # 22 Exhibit 13 # 23 Exhibit 14 # 24 Exhibit 15 # 25 Exhibit 16) (Kane, John)
06/26/2020	783 SEALED document regarding: Exhibit 11 - AROF MUFG Bank Statement June 2018_ Highland_PEO-032620 per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 382 Order on motion for protective order). (Kane, John)
06/26/2020	784 SEALED document regarding: Exhibit 12 - GG and HCM Purchase and Sale Agreement Loan Fund dated December 28, 2016 Highly Confidential per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 382 Order on motion for protective order). (Kane, John)
06/26/2020	785 SEALED document regarding: Exhibit 13 - GG and HCM Amendment to Purchase and Sale Agreement Loan Fund dated December 28, 2016 Highly Confidential per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 382 Order on motion for protective order). (Kane, John)
06/26/2020	786 SEALED document regarding: Exhibit 14 - Exercise of Discretion by Trustee The Get Good Nonexempt Trust (Fully Executed) dated December 28, 2016 Highly Confidential per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 382 Order on motion for protective order). (Kane, John)
06/26/2020	787 SEALED document regarding: Exhibit 15 - Dynamic Income CLO Holdco Side Letter (\$2M Subscription) dated January 10, 2017 Highly Confidential per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 382 Order on motion for protective order). (Kane, John)
06/26/2020	788 SEALED document regarding: Exhibit 16 - Highland Capital Management, L.P. December 31, 2016 Final Opinion per court order filed by Creditor CLO Holdco, Ltd. (RE: related document(s) 382 Order on motion for protective order). (Kane, John)
06/27/2020	789 (172 pgs; 4 docs) Witness and Exhibit List filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 590 Motion to reclaim funds from the registry [<i>Motion for Remittance of Funds Held in Registry of Court</i>]). (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit) (Hoffman, Juliana)
06/29/2020	790 (2 pgs) COURTS NOTICE/VIDEO CONFERENCE INFORMATION FOR HEARING ON June 30, 2020 at 09:30 AM; (RE: related document(s) 590 Motion to reclaim funds from the registry [<i>Motion for Remittance of Funds Held in Registry of Court</i>]) filed by Creditor CLO Holdco, Ltd. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Proposed Order # 11 Service List)). (Edmond, Michael)
06/30/2020	791 (1 pg) Clerk's correspondence requesting an order from attorney for debtor. (RE: related document(s) 602 Application for compensation <i>First Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from October 16, 2019 through March 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 10/16/2019 to 3/31/2020, Fee: \$484,590.10, Expenses: \$10,455.04. Filed by Attorney

	Holland N. O'Neil Objections due by 5/19/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Proposed Order Exhibit C - Proposed Order) (O'Neil, Holland)) Responses due by 7/14/2020. (Ecker, C.)
06/30/2020	<p>● 792 (1 pg) Clerk's correspondence requesting an order from attorney for debtor. (RE: related document(s)605 Application to employ Wilmer Cutler Pickering Hale and Dorr LLP as Special Counsel (<i>Debtor's Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment of Wilmer Cutler Pickering Hale and Dorr LLP as Regulatory and Compliance Counsel Nunc Pro Tunc to the Petition Date</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Declaration of Timothy Silva # 2 Exhibit B--Proposed Order)) Responses due by 7/14/2020. (Ecker, C.)</p>
06/30/2020	<p>● 793 Hearing held on 6/30/2020. (RE: related document(s)590 Motion to reclaim funds from the registry [Motion for Remittance of Funds Held in Registry of Court] filed by Creditor CLO Holdco, Ltd. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Proposed Order # 11 Service List). (Appearances: J. Kane and B. Clark for Movant; J. Pomeranz, J. Morris, G. Demo, and Z. Annabel for Debtor; M. Clemente for Unsecured Creditors Committee; M. Platt and M. Hankin for Redeemers Committee; R. Patel for Acis; A. Anderson and J. Bentley for certain CLO Issuers. Evidentiary hearing. Motion denied, but court ordered that funds in registry of court will be disbursed to CLO Holdco, Ltd. in 90 days unless an adversary proceeding has been filed against it and injunctive/equitable relief is sought and granted in such adversary proceeding, requiring further holding of the funds in the registry of the court (subject to requests/agreements for extension of this 90-day deadline). Also, court registry will be receiving further funds that Debtor is due to disburse to CLO Holdco and Highland Capital Management Services, Inc. imminently (separate order is to be submitted by Debtors counsel; UCC counsel to submit an order on today's ruling on CLO Holdcos motion). (Edmond, Michael)</p>
06/30/2020	<p>● 794 (1 pg) Court admitted exhibits date of hearing June 30, 2020 (RE: related document(s)590 Motion to reclaim funds from the registry [Motion for Remittance of Funds Held in Registry of Court] filed by Creditor CLO Holdco, Ltd. (COURT ADMITTED MOVANT'S CLO HOLDCO, LTD., EXHIBITS #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15 & #16; ALSO ADMITTED DEFENDANT'S UNSECURED CREDITOR'S COMMITTEE EXHIBIT'S #1, #2 & #3) (Edmond, Michael)</p>
06/30/2020	<p>● 795 (29 pgs; 2 docs) Application for compensation (<i>Fifth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from April 1, 2020 through April 30, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 4/1/2020 to 4/30/2020, Fee: \$24877.50, Expenses: \$36.00. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A April 2020 Invoice) (Annable, Zachery)</p>
07/01/2020	<p>● 796 (1 pg) Request for transcript regarding a hearing held on 6/30/2020. The requested turn-around time is daily. (Edmond, Michael)</p>
07/01/2020	<p>● 797 (7 pgs) Certificate of service re: <i>re: Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from May 1, 2020 Through May 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)781 Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from May 1, 2020 through May 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/01/2020	<p>● 798 (7 pgs) Certificate of service re: <i>re: The Official Committee of Unsecured Creditors' Witness and Exhibit List for the June 30, 2020 Hearing</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)789 Witness and Exhibit List filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)590 Motion to reclaim funds from the registry[Motion for Remittance of Funds Held in Registry of Court]). (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit) filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>

07/01/2020	<p>● 799 (5 pgs) Certificate of service re: <i>Cover Sheet and Fifth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from April 1, 2020 Through April 30, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)795 Application for compensation (<i>Fifth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from April 1, 2020 through April 30, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 4/1/2020 to 4/30/2020, Fee: \$24877.50, Expenses: \$36.00. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A April 2020 Invoice) filed by Other Professional Hayward & Associates PLLC). (Kass, Albert)</p>
07/02/2020	<p>● 800 (9 pgs) Debtor-in-possession monthly operating report for filing period May 1, 2020 to May 31, 2020 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
07/02/2020	<p>● 801 (5 pgs) Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to May 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Annable, Zachery)</p>
07/02/2020	<p>● 802 (100 pgs) Transcript regarding Hearing Held 06/30/2020 (100 pages) RE: Motion for Remittance of Funds (590). THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 09/30/2020. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 793 Hearing held on 6/30/2020. (RE: related document(s)590 Motion to reclaim funds from the registry [Motion for Remittance of Funds Held in Registry of Court] filed by Creditor CLO Holdco, Ltd. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G # 8 Exhibit H # 9 Exhibit I # 10 Proposed Order # 11 Service List). (Appearances: J. Kane and B. Clark for Movant; J. Pomeranz, J. Morris, G. Demo, and Z. Annabel for Debtor; M. Clemente for Unsecured Creditors Committee; M. Platt and M. Hankin for Redeemers Committee; R. Patel for Acis; A. Anderson and J. Bentley for certain CLO Issuers. Evidentiary hearing. Motion denied, but court ordered that funds in registry of court will be disbursed to CLO Holdco, Ltd. in 90 days unless an adversary proceeding has been filed against it and injunctive/equitable relief is sought and granted in such adversary proceeding, requiring further holding of the funds in the registry of the court (subject to requests/agreements for extension of this 90-day deadline). Also, court registry will be receiving further funds that Debtor is due to disburse to CLO Holdco and Highland Capital Management Services, Inc. imminently (separate order is to be submitted by Debtors counsel; UCC counsel to submit an order on todays ruling on CLO Holdcos motion).). Transcript to be made available to the public on 09/30/2020. (Rehling, Kathy)</p>
07/02/2020	<p>● 803 (4 pgs) BNC certificate of mailing. (RE: related document(s)792 Clerk's correspondence requesting an order from attorney for debtor. (RE: related document(s)605 Application to employ Wilmer Cutler Pickering Hale and Dorr LLP as Special Counsel (<i>Debtor's Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for an Order Authorizing the Employment of Wilmer Cutler Pickering Hale and Dorr LLP as Regulatory and Compliance Counsel Nunc Pro Tunc to the Petition Date</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Declaration of Timothy Silva # 2 Exhibit B--Proposed Order)) Responses due by 7/14/2020. (Ecker, C.)) No. of Notices: 1. Notice Date 07/02/2020. (Admin.)</p>
07/03/2020	<p>● 804 (3 pgs) Response unopposed to (related document(s): 737 Motion to extend or limit the exclusivity period (RE: related document(s)668 Order on motion to extend/shorten time) filed by Debtor Highland Capital Management, L.P.) filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana)</p>

07/06/2020	<p>● 805 (3 pgs) Notice of hearing (<i>Notice of September 10, 2020 Omnibus Hearing Date</i>) filed by Debtor Highland Capital Management, L.P.. Hearing to be held on 9/10/2020 at 02:30 PM Dallas Judge Jernigan Ctrm (Annable, Zachery)</p>
07/07/2020	<p>● 806 (10 pgs) Certificate of service re: 1) <i>Webex Meeting Invitation to participate electronically in the hearing on Tuesday, May 26, 2020 at 9:30 a.m. Central Time before the Honorable Stacey G. Jernigan</i>; 2) <i>Instructions for any counsel and parties who wish to participate in the Hearing</i>; and 3) <i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to May 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)801 <i>Notice (Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to May 31, 2020)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/07/2020	<p>● 807 (7 pgs) Certificate of service re: <i>Statement of the Official Committee of Unsecured Creditors in Response to the Debtor's Third Motion for Entry of an Order Pursuant to 11 U.S.C. § 1121(d) and Local Rule 3016-1 Further Extending the Exclusivity Periods for the Filing and Solicitation of Acceptances of a Chapter 11 Plan</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)804 Response unopposed to (related document(s): 737 Motion to extend or limit the exclusivity period (RE: related document(s)668 Order on motion to extend/shorten time) filed by Debtor Highland Capital Management, L.P.) filed by Creditor Committee Official Committee of Unsecured Creditors. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
07/08/2020	<p>● 808 (17 pgs) Motion to compel Production by the Debtor. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 7/29/2020. (Montgomery, Paige)</p>
07/08/2020	<p>● 809 (7 pgs) Certificate of service re: <i>Notice of September 10, 2020 Omnibus Hearing Date</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)805 Notice of hearing (<i>Notice of September 10, 2020 Omnibus Hearing Date</i>) filed by Debtor Highland Capital Management, L.P.. Hearing to be held on 9/10/2020 at 02:30 PM Dallas Judge Jernigan Ctrm filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/08/2020	<p>● 812 Hearing held on 7/8/2020. (RE: related document(s)737 Motion to extend or limit the exclusivity period (RE: related document(s)668 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomerantz, M. Hayward, and Z. Annabel for Debtor; M. Clemente for Official Unsecured Creditors Committee; T. Mascherin, M. Platt, and M. Hankin for Redeemer Committee; R. Patel, A. Chiarello, and B. Shaw for Acis; M. Lynn for J. Dondero; J. Bjork for UBS. Evidentiary hearing. Motion granted in part (30-day extension). Debtors counsel to upload order.) (Edmond, Michael) (Entered: 07/09/2020)</p>
07/08/2020	<p>● 813 Hearing held on 7/8/2020. (RE: related document(s)747 Motion to extend time to (Debtor's Motion for Entry of an Order Further Extending the Period Within Which It May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure) (RE: related document(s)459 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomerantz, M. Hayward, and Z. Annabel for Debtor; M. Clemente for Official Unsecured Creditors Committee; T. Mascherin, M. Platt, and M. Hankin for Redeemer Committee; R. Patel, A. Chiarello, and B. Shaw for Acis; M. Lynn for J. Dondero; J. Bjork for UBS. Evidentiary hearing. Motion granted. Debtors counsel to upload order.) (Edmond, Michael) (Entered: 07/09/2020)</p>
07/09/2020	<p>● 810 (15 pgs) Motion for protective order (<i>Debtor's Motion for Entry of (i) a Protective Order; or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by</i></p>

07/09/2020	<p>● 811 (97 pgs; 8 docs) Declaration re: (<i>Declaration of John A. Morris in Support of Debtor's Motion for Entry of (i) a Protective Order, or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Pursuant to Federal Rules of Bankruptcy Procedure 7026 and 7034</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)810 Motion for protective order (<i>Debtor's Motion for Entry of (i) a Protective Order, or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Purs.</i>). (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G) (Annable, Zachery)</p>
07/09/2020	<p>● 814 (6 pgs) Motion for expedited hearing(related documents 808 Motion to compel) Filed by Creditor Committee Official Committee of Unsecured Creditors (Hoffman, Juliana)</p>
07/09/2020	<p>● 815 (1 pg) Request for transcript regarding a hearing held on 7/8/2020. The requested turn-around time is hourly. (Edmond, Michael)</p>
07/09/2020	<p>● 816 (2 pgs) Order granting 747 Motion to extend time to within which it may remove actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)459 O) Entered on 7/9/2020. (Okafor, M.)</p>
07/10/2020	<p>● 817 (58 pgs) Transcript regarding Hearing Held 07/08/2020 (58 pages) RE: Motions to Extend Time. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 10/8/2020. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 812 Hearing held on 7/8/2020. (RE: related document(s)737 Motion to extend or limit the exclusivity period (RE: related document(s)668 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomerantz, M. Hayward, and Z. Annabel for Debtor; M. Clemente for Official Unsecured Creditors Committee; T. Mascherin, M. Platt, and M. Hankin for Redeemer Committee; R. Patel, A. Chiarello, and B. Shaw for Acis; M. Lynn for J. Dondero; J. Bjork for UBS. Evidentiary hearing. Motion granted in part (30-day extension). Debtors counsel to upload order.), 813 Hearing held on 7/8/2020. (RE: related document(s)747 Motion to extend time to (Debtor's Motion for Entry of an Order Further Extending the Period Within Which It May Remove Actions Pursuant to 28 U.S.C. 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure) (RE: related document(s)459 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomerantz, M. Hayward, and Z. Annabel for Debtor; M. Clemente for Official Unsecured Creditors Committee; T. Mascherin, M. Platt, and M. Hankin for Redeemer Committee; R. Patel, A. Chiarello, and B. Shaw for Acis; M. Lynn for J. Dondero; J. Bjork for UBS. Evidentiary hearing. Motion granted. Debtors counsel to upload order.)). Transcript to be made available to the public on 10/8/2020. (Rehling, Kathy)</p>
07/10/2020	<p>● 818 (2 pgs) Certificate of No Objection filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP (RE: related document(s)751 Application for compensation <i>Sixth Monthly Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April 1, 2020 through April 30, 2020</i> for Foley Gardere,). (O'Neil, Holland)</p>
07/10/2020	<p>● 819 (2 pgs) Certificate of No Objection filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP (RE: related document(s)762 Application for compensation <i>Seventh Monthly Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from May 1, 2020 through May 31, 2020</i> for Foley Gardere). (O'Neil, Holland)</p>
07/10/2020	<p>● 820 (3 pgs) Order granting 737 Motion to extend or limit the exclusivity period. The Exclusive Filing Period is extended through and including August 12, 2020. Entered on 7/10/2020. (Okafor, M.)</p>

07/10/2020	<p>● 821 (5 pgs) Agreed order regarding deposit of funds into the registry of the Court. (Related Doc # 474) Entered on 7/10/2020. (Okafor, M.)</p>
07/10/2020	<p>● 822 (3 pgs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)774 Application to employ James P. Seery, Jr. as Other Professional <i>Debtors Motion Under Bankruptcy Code Sections 105(a) and 363(b) for Authorization to Retain James P. Seery, Jr., as Chief Executive Officer, Chief Restructuring Officer and Foreign Repr</i>; 775 Application to employ Development Specialists, Inc. as Other Professional Amended Motion of the Debtor Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to Employ and Retain Development Specialists, Inc. to Provide Financial Advisory and Restruct.). (Annable, Zachery)</p>
07/13/2020	<p>● 823 (7 pgs) Certificate of service re: <i>Official Committee of Unsecured Creditors' Emergency Motion to Compel Production by the Debtor</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)808 Motion to compel Production by the Debtor. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 7/29/2020. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
07/13/2020	<p>● 824 (17 pgs) Certificate of service re: <i>Documents Served on July 9, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)810 Motion for protective order (<i>Debtor's Motion for Entry of (i) a Protective Order, or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Pursuant to Federal Rules of Bankruptcy Procedure 7026 and 7034</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 811 Declaration re: (<i>Declaration of John A. Morris in Support of Debtor's Motion for Entry of (i) a Protective Order, or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Pursuant to Federal Rules of Bankruptcy Procedure 7026 and 7034</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)810 Motion for protective order (<i>Debtor's Motion for Entry of (i) a Protective Order, or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Purs.</i>) (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F # 7 Exhibit G) filed by Debtor Highland Capital Management, L.P., 814 Motion for expedited hearing(related documents 808 Motion to compel) Filed by Creditor Committee Official Committee of Unsecured Creditors filed by Creditor Committee Official Committee of Unsecured Creditors, 816 Order granting 747 Motion to extend time to within which it may remove actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure (RE: related document(s)459 O) Entered on 7/9/2020. (Okafor, M.)). (Kass, Albert)</p>
07/13/2020	<p>● 825 (3 pgs) Order denying motion to reclaim funds from the registry (Related Doc # 590) Entered on 7/13/2020. (Okafor, M.)</p>
07/13/2020	<p>● 826 (5 pgs) Stipulation by Highland Capital Management, L.P. and The Official Committee of Unsecured Creditors. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)808 Motion to compel Production by the Debtor. , 810 Motion for protective order (<i>Debtor's Motion for Entry of (i) a Protective Order, or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Purs.</i>, 814 Motion for expedited hearing(related documents 808 Motion to compel)). (Annable, Zachery)</p>
07/13/2020	<p>● 827 (8 pgs) Objection to claim(s) 3 of Creditor(s) Acis Capital Management, L.P. and Acis Capital Management GP, LLC.. Filed by Interested Party James Dondero. (Assink, Bryan)</p>
07/13/2020	<p>● 828 (7 pgs) Certificate of service re: 1) <i>Order Granting Debtor's Third Motion for Entry of an Order Pursuant to 11 U.S.C. § 1121(d) and Local Rule 3016-1 Further Extending the Exclusivity Periods for the Filing and Solicitation of Acceptances of a Chapter 11 Plan</i>; 2) <i>Agreed Order Regarding Deposit of Funds into the Registry of the Court</i>; and 3) <i>Debtors Witness and Exhibit List with Respect to (A) the Debtors Motion Under Bankruptcy Code Sections 105(a) and 363(b) for Authorization to Retain James P. Seery, Jr., as Chief Executive Officer, Chief Restructuring Officer and Foreign Representative Nunc Pro Tunc to May 15, 2020, and (B) the Amended Motion of the Debtor Pursuant to 11 U.S.C. §§ 105(a) and 363 (b) to</i></p>

	<p><i>Employ and Retain Development Specialists, Inc. to Provide Financial Advisory and Restructuring Related Services Nunc Pro Tunc to March 15</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)820 Order granting 737 Motion to extend or limit the exclusivity period. The Exclusive Filing Period is extended through and including August 12, 2020. Entered on 7/10/2020. (Okafor, M.), 821 Agreed order regarding deposit of funds into the registry of the Court. (Related Doc 474) Entered on 7/10/2020. (Okafor, M.), 822 Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)774 Application to employ James P. Seery, Jr. as Other Professional Debtors Motion Under Bankruptcy Code Sections 105(a) and 363(b) for Authorization to Retain James P. Seery, Jr., as Chief Executive Officer, Chief Restructuring Officer and Foreign Repr, 775 Application to employ Development Specialists, Inc. as Other Professional Amended Motion of the Debtor Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to Employ and Retain Development Specialists, Inc. to Provide Financial Advisory and Restruct. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/14/2020	<p>829 (4 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)767 Application for compensation <i>Sidley Austin LLP's Seventh Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 5/1/2020 to 5/31/2020, Fee: \$34). (Hoffman, Juliana)</p>
07/14/2020	<p>830 (29 pgs) Application for compensation <i>Seventh Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 5/1/2020 to 5/31/2020, Fee: \$223,330.68, Expenses: \$1,874.65. Filed by Attorney Juliana Hoffman Objections due by 8/4/2020. (Hoffman, Juliana)</p>
07/14/2020	<p>831 (138 pgs; 7 docs) Application for compensation <i>Sidley Austin LLP's Second Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2020 to 5/31/2020, Fee: \$1,573,850.25, Expenses: \$22,930.21. Filed by Objections due by 8/4/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F) (Hoffman, Juliana)</p>
07/14/2020	<p>832 (9 pgs) Response opposed to (related document(s): 808 Motion to compel Production by the Debtor. filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Interested Party James Dondero. (Assink, Bryan)</p>
07/14/2020	<p>833 (1 pg) Request for transcript regarding a hearing held on 7/14/2020. The requested turn-around time is daily. (Edmond, Michael)</p>
07/14/2020	<p>836 (2 pgs) Court admitted exhibits date of hearing July 14, 2020 (RE: related document(s)774 Application to employ James P. Seery, Jr. as Other Professional Debtors Motion Under Bankruptcy Code Sections 105(a) and 363(b) for Authorization to Retain James P. Seery, Jr., as Chief Executive Officer, Chief Restructuring Officer and Foreign Representative Nunc Pro Tunc to March 15, 2020, filed by Debtor Highland Capital Management, L.P., And 775 Application to employ Development Specialists, Inc. as Other Professional Amended Motion of the Debtor Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to Employ and Retain Development Specialists, Inc. to Provide Financial Advisory and Restructuring-Related Services, Nunc Pro Tunc to March 15, 2020 filed by Debtor Highland Capital Management, L.P.) (COURT ADMITTED EXHIBIT'S #1, #2, #3, #4, #5, #6 & #7) (Edmond, Michael) (Entered: 07/15/2020)</p>
07/14/2020	<p>862 Hearing held on 7/14/2020. (RE: related document(s)774 Application to employ James P. Seery, Jr. as Other Professional Debtors Motion Under Bankruptcy Code Sections 105(a) and 363(b) for Authorization to Retain James P. Seery, Jr., as Chief Executive Officer, Chief Restructuring Officer and Foreign Representative Nunc Pro Tunc to March 15, 2020, filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz, J. Morris, G. Demo, I. Karash, Z. Annabel, and M. Hayward for Debtors; M. Clemente and P. Montgomery for UCC; A. Clubok for UBS; R. Patel and B. Shaw for Acis; T. Mascherin, M. Hankin, and M. Platt for Redeemer Committee; D. Nier for various employees.. Evidentiary hearing. Application granted (bonuses request withdrawn, per negotiations with UCC, subject to possible later request). Debtors counsel to submit order.) (Edmond, Michael) (Entered: 07/17/2020)</p>

07/14/2020	<p>● 863 Hearing held on 7/14/2020. (RE: related document(s) 775 Application to employ Development Specialists, Inc. as Other Professional Amended Motion of the Debtor Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to Employ and Retain Development Specialists, Inc. to Provide Financial Advisory and Restructuring-Related Services, Nunc Pro Tunc to March 15, 2020, filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz, J. Morris, G. Demo, I. Karash, Z. Annabel, and M. Hayward for Debtors; M. Clemente and P. Montgomery for UCC; A. Clubok for UBS; R. Patel and B. Shaw for Acis; T. Mascherin, M. Hankin, and M. Platt for Redeemer Committee; D. Nier for various employees.. Evidentiary hearing. Application granted (bonuses request withdrawn, per negotiations with UCC, subject to possible later request). Debtors counsel to submit order.) (Edmond, Michael) (Entered: 07/17/2020)</p>
07/15/2020	<p>● 834 (3 pgs) Certificate No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 773 Application for compensation <i>Eighth Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from May 1, 2020 through May 31, 2020</i> for Jeffrey Nathan P). (Annable, Zachery)</p>
07/15/2020	<p>● 835 (7 pgs) Motion to appear pro hac vice for James A. Wright III. Fee Amount \$100 Filed by Interested Parties NexPoint Real Estate Strategies Fund, Highland Global Allocation Fund, Highland Income Fund, NexPoint Strategic Opportunities Fund, NexPoint Capital, Inc., Highland Total Return Fund, Highland Fixed Income Fund, Highland Socially Responsible Equity Fund, Highland Small-Cap Equity Fund, Highland Funds II and its series, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland/iBoxx Senior Loan ETF, Highland Healthcare Opportunities Fund, Highland Funds I and its series, NexPoint Advisors, L.P., Highland Capital Management Fund Advisors, L.P. (Varshosaz, Artoush)</p>
07/15/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27927823, amount \$ 100.00 (re: Doc# 835). (U.S. Treasury)</p>
07/15/2020	<p>● 837 (8 pgs) Response opposed to (related document(s): 808 Motion to compel Production by the Debtor. filed by Creditor Committee Official Committee of Unsecured Creditors, 810 Motion for protective order (<i>Debtor's Motion for Entry of (i) a Protective Order; or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Purs filed by Debtor Highland Capital Management, L.P.)</i> filed by John Honis, Rand PE Fund Management, LLC, Rand PE Fund I, LP, Rand Advisors, LLC, Hunter Mountain Investment Trust, Beacon Mountain, LLC, Atlas IDF, LP, Atlas IDF, GP, LLC. (Keiffer, Edwin)</p>
07/15/2020	<p>● 838 (7 pgs) INCORRECT ENTRY: Attorney to amend and refile. Motion to appear pro hac vice for Stephen G. Topetztes. Fee Amount \$100 Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund (Varshosaz, Artoush) MODIFIED on 7/16/2020 (Ecker, C.).</p>
07/15/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27928069, amount \$ 100.00 (re: Doc# 838). (U.S. Treasury)</p>
07/15/2020	<p>● 839 (11 pgs) Response opposed to (related document(s): 810 Motion for protective order (<i>Debtor's Motion for Entry of (i) a Protective Order; or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Purs filed by Debtor Highland Capital Management, L.P.)</i> filed by Creditor Committee Official Committee of Unsecured Creditors. (Montgomery, Paige)</p>
07/15/2020	<p>● 840 (2 pgs) INCORRECT ENTRY: FILED WITHOUT EXHIBITS. Notice of Appearance and Request for Notice by Paul Richard Bessette filed by Interested Party Highland CLO Funding, Ltd.. (Bessette,</p>

Paully Modified on 7/15/2020 (Reilly, Bill).

07/15/2020	<p>● 841 (8 pgs) Objection to (related document(s): 808 Motion to compel Production by the Debtor. filed by Creditor Committee Official Committee of Unsecured Creditors, 810 Motion for protective order (<i>Debtor's Motion for Entry of (i) a Protective Order; or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Purs filed by Debtor Highland Capital Management, L.P.)</i> filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund. (Varshosaz, Artoush)</p>
07/15/2020	<p>● 842 (3 pgs) Notice of Appearance and Request for Notice by Amanda Melanie Rush filed by Interested Party CCS Medical, Inc.. (Rush, Amanda)</p>
07/15/2020	<p>● 843 (4 pgs) Motion to appear pro hac vice for Tracy K. Stratford. Fee Amount \$100 Filed by Interested Party CCS Medical, Inc. (Rush, Amanda)</p>
07/15/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27928305, amount \$ 100.00 (re: Doc# 843). (U.S. Treasury)</p>
07/15/2020	<p>● 844 (4 pgs) Objection to (related document(s): 808 Motion to compel Production by the Debtor. filed by Creditor Committee Official Committee of Unsecured Creditors, 810 Motion for protective order (<i>Debtor's Motion for Entry of (i) a Protective Order; or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Purs filed by Debtor Highland Capital Management, L.P.)</i> filed by Interested Party CCS Medical, Inc.. (Rush, Amanda)</p>
07/15/2020	<p>● 845 (17 pgs) Objection to (related document(s): 808 Motion to compel Production by the Debtor. filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
07/15/2020	<p>● 846 (22 pgs; 2 docs) Objection to (related document(s): 808 Motion to compel Production by the Debtor. filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Creditor CLO Holdco, Ltd.. (Attachments: # 1 Exhibit A) (Kane, John)</p>
07/15/2020	<p>● 847 (9 pgs) Objection to (related document(s): 808 Motion to compel Production by the Debtor. filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Interested Parties NexPoint Real Estate Advisors VIII, L.P., NexPoint Real Estate Advisors VII, L.P., NexPoint Real Estate Advisors VI, L.P., NexPoint Real Estate Advisors V, L.P., NexPoint Real Estate Advisors IV, L.P., NexPoint Real Estate Advisors III, L.P., NexPoint Real Estate Advisors II, L.P., NexPoint Real Estate Advisors, L.P., VineBrook Homes, Trust, Inc., NexPoint Multifamily Capital Trust, Inc., NexPoint Real Estate Partners, LLC, NexPoint Hospitality Trust, NexPoint Residential Trust, Inc., Nexpoint Real Estate Capital, LLC, NexPoint Real Estate Finance Inc.. (Drawhorn, Lauren)</p>
07/15/2020	<p>● 848 (20 pgs; 2 docs) Declaration re: (<i>Declaration of John A. Morris in Support of the Debtor's Objection to the Official Committee of Unsecured Creditors' Emergency Motion to Compel Production by the Debtor</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)845 Objection). (Attachments: # 1 Exhibit A) (Annable, Zachery)</p>
07/16/2020	<p>● 849 (7 pgs) Amended Motion to appear pro hac vice for Stephen G. Topetzes. (related document: 838) Filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund,</p>

	Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund (Varshosaz, Artoush)
07/16/2020	<p>850 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)808 Motion to compel Production by the Debtor. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 7/29/2020., 810 Motion for protective order (<i>Debtor's Motion for Entry of (i) a Protective Order; or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Pursuant to Federal Rules of Bankruptcy Procedure 7026 and 7034</i>) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 7/21/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 810 and for 808, (Annable, Zachery)</p>
07/16/2020	<p>851 (3 pgs) Notice of hearing (<i>Notice of September 17, 2020 Omnibus Hearing Date</i>) filed by Debtor Highland Capital Management, L.P.. Hearing to be held on 9/17/2020 at 09:30 AM Dallas Judge Jernigan Ctrm (Annable, Zachery)</p>
07/16/2020	<p>852 (8 pgs) Order Approving Stipulation Resolving the Motion for Expedited Consideration of the Official Committee of the Unsecured Creditors' Motion to Compel Production by the Debtor (RE: related document(s)826 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 7/16/2020 (Ecker, C.)</p>
07/16/2020	<p>853 (3 pgs) Order granting application to employ Development Specialists, Inc. as Other Professional (related document # 775) Entered on 7/16/2020. (Ecker, C.)</p>
07/16/2020	<p>854 (12 pgs) Order granting application to employ James P. Seery, Jr. as Chief Executive Officer, Chief Restructuring Officer and Foreign representative (related document 774) Entered on 7/16/2020. (Ecker, C.) Modified on 7/16/2020 (Ecker, C.).</p>
07/16/2020	<p>855 (6 pgs) Objection to (related document(s): 808 Motion to compel Production by the Debtor. filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Interested Party MGM Holdings, Inc.. (Drawhorn, Lauren)</p>
07/16/2020	<p>856 (5 pgs) Notice of Appearance and Request for Notice by Artoush Varshosaz filed by Interested Parties Highland Capital Management Fund Advisors, L.P., Highland Fixed Income Fund, Highland Funds I and its series, Highland Funds II and its series, Highland Global Allocation Fund, Highland Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund, Highland Small-Cap Equity Fund, Highland Socially Responsible Equity Fund, Highland Total Return Fund, Highland/iBoxx Senior Loan ETF, NexPoint Advisors, L.P., NexPoint Capital, Inc., NexPoint Real Estate Strategies Fund, NexPoint Strategic Opportunities Fund. (Varshosaz, Artoush)</p>
07/16/2020	<p>857 (3 pgs) Motion to appear pro hac vice for Mark M. Maloney. Fee Amount \$100 Filed by Interested Party Highland CLO Funding, Ltd. (Bessette, Paul)</p>
07/16/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 27932614, amount \$ 100.00 (re: Doc# 857). (U.S. Treasury)</p>
07/16/2020	<p>858 (10 pgs) Objection to (related document(s): 808 Motion to compel Production by the Debtor. filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Interested Party Highland CLO Funding, Ltd.. (Bessette, Paul)</p>
07/16/2020	<p>859 (8 pgs; 2 docs) Declaration re: 858 Objection filed by Interested Party Highland CLO Funding, Ltd. (RE: related document(s)808 Motion to compel Production by the Debtor.). (Attachments: # 1 Exhibit A) (Bessette, Paul)</p>

07/16/2020	<p>● 860 (7 pgs) Certificate of service re: 1) <i>Order Denying Motion for Remittance of Funds Held in Registry of Court</i>; and 2) <i>Stipulation by and Between the Debtor and the Official Committee of Unsecured Creditors</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)825 <i>Order denying motion to reclaim funds from the registry</i> (Related Doc 590) Entered on 7/13/2020. (Okafor, M.), 826 <i>Stipulation by Highland Capital Management, L.P. and The Official Committee of Unsecured Creditors</i>. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)808 <i>Motion to compel Production by the Debtor.</i> , 810 <i>Motion for protective order (Debtor's Motion for Entry of (i) a Protective Order, or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Purs.</i> , 814 <i>Motion for expedited hearing(related documents 808 Motion to compel)</i>). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/16/2020	<p>● 861 (5 pgs) Certificate of service re: 1) <i>Summary Sheet and Seventh Monthly Application of FTI Consulting, Inc. for Allowance of Compensation and Reimbursement of Expenses for the Period from May 1, 2020 to and Including May 31, 2020</i>; and 2) <i>Summary Sheet and Second Interim Fee Application of Sidley Austin LLP, Attorneys for the Official Committee of Unsecured Creditors, for Compensation and Reimbursement of Expenses for the Period from March 1, 2020 Through and Including May 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)830 <i>Application for compensation Seventh Monthly Application for Compensation and Reimbursement of Expenses for FTI Consulting, Inc., Financial Advisor, Period: 5/1/2020 to 5/31/2020, Fee: \$223,330.68, Expenses: \$1,874.65.</i> Filed by Attorney Juliana Hoffman <i>Objections due by 8/4/2020.</i> filed by Financial Advisor FTI Consulting, Inc., 831 <i>Application for compensation Sidley Austin LLP's Second Interim Application for Compensation and Reimbursement of Expenses for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2020 to 5/31/2020, Fee: \$1,573,850.25, Expenses: \$22,930.21.</i> Filed by <i>Objections due by 8/4/2020.</i> (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F) filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>
07/17/2020	<p>● 864 (134 pgs) Transcript regarding Hearing Held 07/14/2020 (134 pages) RE: Applications to Employ. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 10/15/2020. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 863 <i>Hearing held on 7/14/2020.</i> (RE: related document(s)775 <i>Application to employ Development Specialists, Inc. as Other Professional Amended Motion of the Debtor Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to Employ and Retain Development Specialists, Inc. to Provide Financial Advisory and Restructuring-Related Services, Nunc Pro Tunc to March 15, 2020, filed by Debtor Highland Capital Management, L.P.)</i> (Appearances: J. Pomeranz, J. Morris, G. Demo, I. Karash, Z. Annabel, and M. Hayward for Debtors; M. Clemente and P. Montgomery for UCC; A. Clubok for UBS; R. Patel and B. Shaw for Acis; T. Mascherin, M. Hankin, and M. Platt for Redeemer Committee; D. Nier for various employees.. Evidentiary hearing. Application granted (bonuses request withdrawn, per negotiations with UCC, subject to possible later request). Debtors counsel to submit order.)). Transcript to be made available to the public on 10/15/2020. (Rehling, Kathy)</p>
07/17/2020	<p>● 865 (1 pg) Order granting motion to appear pro hac vice adding Tracy K. Stratford for CCS Medical, Inc. (related document # 843) Entered on 7/17/2020. (Ecker, C.)</p>
07/17/2020	<p>● 866 (1 pg) Order granting motion to appear pro hac vice adding James A. Wright for Highland Funds I and its series; Highland Funds II and its series; Highland Global Allocation Fund; Highland Healthcare Opportunities Fund; Highland Income Fund; Highland Merger Arbitrage Fund; Highland Opportunistic Credit Fund; Highland Small-Cap Equity Fund; Highland Socially Responsible Equity Fund; Highland Total Return Fund; Highland/iBoxx Senior Loan ETF; NexPoint Advisors, L.P.; NexPoint Capital, Inc.; NexPoint Real Estate Strategies Fund; NexPoint Strategic Opportunities Fund; Highland Capital Management Fund Advisors, L.P. and Highland Fixed Income Fund (related document # 835) Entered on 7/17/2020. (Ecker, C.)</p>
07/17/2020	<p>● 867 (1 pg) Order granting motion to appear pro hac vice adding Stephen G. Topetzes for Highland Funds I and its series; Highland Funds II and its series; Highland Global Allocation Fund; Highland</p>

	Healthcare Opportunities Fund, Highland Income Fund, Highland Merger Arbitrage Fund, Highland Opportunistic Credit Fund; Highland Small-Cap Equity Fund; Highland Socially Responsible Equity Fund; Highland Total Return Fund; Highland/iBoxx Senior Loan ETF; NexPoint Advisors, L.P.; NexPoint Capital, Inc.; NexPoint Real Estate Strategies Fund; Highland Capital Management Fund Advisors, L.P. and Highland Fixed Income Fund (related document # 849) Entered on 7/17/2020. (Ecker, C.)
07/17/2020	868 (10 pgs) Objection to claim(s) of Creditor(s) Integrated Financial Associates, Inc... Filed by Debtor Highland Capital Management, L.P.. Responses due by 8/19/2020. (Annable, Zachery)
07/17/2020	869 (9 pgs) Reply to (related document(s): 839 Response filed by Creditor Committee Official Committee of Unsecured Creditors) (<i>Debtor's Reply to the Committee's Response to the Debtor's Discovery Motion</i>) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
07/17/2020	870 (17 pgs) Declaration re: (<i>Declaration of John A. Morris in Further Support of the Debtor's Motion for Entry of (i) a Protective Order, or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Pursuant to Federal Rules of Bankruptcy Procedure 7026 and 7034</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 810 Motion for protective order (<i>Debtor's Motion for Entry of (i) a Protective Order, or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Purs.</i>). (Annable, Zachery)
07/17/2020	871 (3 pgs) Declaration re: <i>First Supplemental Declaration of Alexander McGeoch in Support of Debtor's Application for an Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the Petition Date</i> filed by Spec. Counsel Hunton Andrews Kurth LLP (RE: related document(s) 604 Application to employ Hunton Andrews Kurth LLP as Special Counsel (<i>Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the Petition Date</i>)). (Hesse, Gregory)
07/17/2020	872 (23 pgs) Response opposed to (related document(s): 841 Objection filed by Interested Party Highland Capital Management Fund Advisors, L.P., Interested Party NexPoint Advisors, L.P., Interested Party Highland Funds I and its series, Interested Party Highland Healthcare Opportunities Fund, Interested Party Highland/iBoxx Senior Loan ETF, Interested Party Highland Opportunistic Credit Fund, Interested Party Highland Merger Arbitrage Fund, Interested Party Highland Funds II and its series, Interested Party Highland Small-Cap Equity Fund, Interested Party Highland Fixed Income Fund, Interested Party Highland Socially Responsible Equity Fund, Interested Party Highland Total Return Fund, Interested Party NexPoint Capital, Inc., Interested Party NexPoint Strategic Opportunities Fund, Interested Party Highland Income Fund, Interested Party Highland Global Allocation Fund, Interested Party NexPoint Real Estate Strategies Fund, 844 Objection filed by Interested Party CCS Medical, Inc., 845 Objection filed by Debtor Highland Capital Management, L.P., 846 Objection filed by Creditor CLO Holdco, Ltd., 847 Objection filed by Interested Party NexPoint Real Estate Finance Inc., Interested Party Nexpoint Real Estate Capital, LLC, Interested Party NexPoint Residential Trust, Inc., Interested Party NexPoint Hospitality Trust, Interested Party NexPoint Real Estate Partners, LLC, Interested Party NexPoint Multifamily Capital Trust, Inc., Interested Party VineBrook Homes, Trust, Inc., Interested Party NexPoint Real Estate Advisors, L.P., Interested Party NexPoint Real Estate Advisors II, L.P., Interested Party NexPoint Real Estate Advisors III, L.P., Interested Party NexPoint Real Estate Advisors IV, L.P., Interested Party NexPoint Real Estate Advisors V, L.P., Interested Party NexPoint Real Estate Advisors VI, L.P., Interested Party NexPoint Real Estate Advisors VII, L.P., Interested Party NexPoint Real Estate Advisors VIII, L.P., 855 Objection filed by Interested Party MGM Holdings, Inc., 858 Objection filed by Interested Party Highland CLO Funding, Ltd.) filed by Creditor Committee Official Committee of Unsecured Creditors. (Montgomery, Paige)
07/17/2020	873 (4 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 868 Objection to claim(s) of Creditor(s) Integrated Financial Associates, Inc... Filed by Debtor Highland Capital Management, L.P.. Responses due by 8/19/2020.). Hearing to be held on 9/17/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 868 , (Annable, Zachery)
07/19/2020	874 (5 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 865 Order granting motion to appear pro hac vice adding Tracy K. Stratford for CCS Medical, Inc. (related document 843))

	Entered on 7/17/2020. (Ecker, C.) No. of Notices: 1. Notice Date 07/19/2020. (Admin.)
07/19/2020	<p>● 875 (5 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)866 Order granting motion to appear pro hac vice adding James A. Wright for Highland Funds I and its series; Highland Funds II and its series; Highland Global Allocation Fund; Highland Healthcare Opportunities Fund; Highland Income Fund; Highland Merger Arbitrage Fund; Highland Opportunistic Credit Fund; Highland Small-Cap Equity Fund; Highland Socially Responsible Equity Fund; Highland Total Return Fund; Highland/iBoxx Senior Loan ETF; NexPoint Advisors, L.P.; NexPoint Capital, Inc.; NexPoint Real Estate Strategies Fund; NexPoint Strategic Opportunities Fund; Highland Capital Management Fund Advisors, L.P. and Highland Fixed Income Fund (related document 835) Entered on 7/17/2020. (Ecker, C.) No. of Notices: 1. Notice Date 07/19/2020. (Admin.)</p>
07/19/2020	<p>● 876 (5 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)867 Order granting motion to appear pro hac vice adding Stephen G. Topetzes for Highland Funds I and its series; Highland Funds II and its series; Highland Global Allocation Fund; Highland Healthcare Opportunities Fund; Highland Income Fund; Highland Merger Arbitrage Fund; Highland Opportunistic Credit Fund; Highland Small-Cap Equity Fund; Highland Socially Responsible Equity Fund; Highland Total Return Fund; Highland/iBoxx Senior Loan ETF; NexPoint Advisors, L.P.; NexPoint Capital, Inc.; NexPoint Real Estate Strategies Fund; Highland Capital Management Fund Advisors, L.P. and Highland Fixed Income Fund (related document 849) Entered on 7/17/2020. (Ecker, C.) No. of Notices: 1. Notice Date 07/19/2020. (Admin.)</p>
07/20/2020	<p>● 877 (50 pgs) Application for compensation <i>Eighth Monthly Application for Compensation and Reimbursement of Expenses of Sidley Austin, LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 6/1/2020 to 6/30/2020, Fee: \$493,788.96, Expenses: \$5,759.29. Filed by Objections due by 8/10/2020. (Hoffman, Juliana)</p>
07/20/2020	<p>● 878 (25 pgs) Application for compensation <i>Ninth Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from June 1, 2020 through June 30, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 6/1/2020 to 6/30/2020, Fee: \$818,786.50, Expenses: \$3,205.81. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 8/10/2020. (Pomerantz, Jeffrey)</p>
07/20/2020	<p>● 879 (114 pgs) Amended application for compensation <i>Amended Ninth Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from June 1, 2020 through June 30, 2020 (amended to include Exhibit)</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 6/1/2020 to 6/30/2020, Fee: \$818,786.50, Expenses: \$3,205.81. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 8/10/2020. (Pomerantz, Jeffrey)</p>
07/20/2020	<p>● 880 (7 pgs) Certificate of service re: <i>1) Debtor's Objection to Official Committee of Unsecured Creditors Emergency Motion to Compel Production by the Debtor; and 2) Declaration of John A. Morris in Support of the Debtor's Objection to the Official Committee of Unsecured Creditors Emergency Motion to Compel Production by the Debtor</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)845 Objection to (related document(s): 808 Motion to compel Production by the Debtor. filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 848 Declaration re: <i>(Declaration of John A. Morris in Support of the Debtor's Objection to the Official Committee of Unsecured Creditors' Emergency Motion to Compel Production by the Debtor)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)845 Objection). (Attachments: # 1 Exhibit A) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/20/2020	<p>● 881 (11 pgs) Certificate of service re: <i>Documents Served on July 16, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)850 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)808 Motion to compel Production by the Debtor. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 7/29/2020., 810 Motion for protective order <i>(Debtor's Motion for Entry of (i) a Protective Order, or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official</i></p>

	<p>Committee of Unsecured Creditors Pursuant to Federal Rules of Bankruptcy Procedure 7026 and 7034) Filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 7/21/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 810 and for 808, filed by Debtor Highland Capital Management, L.P., 851 Notice of hearing (<i>Notice of September 17, 2020 Omnibus Hearing Date</i>) filed by Debtor Highland Capital Management, L.P.. Hearing to be held on 9/17/2020 at 09:30 AM Dallas Judge Jernigan Ctrm filed by Debtor Highland Capital Management, L.P., 852 Order Approving Stipulation Resolving the Motion for Expedited Consideration of the Official Committee of the Unsecured Creditors' Motion to Compel Production by the Debtor (RE: related document(s)826 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 7/16/2020 (Ecker, C.), 853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.), 854 Order granting application to employ James P. Seery, Jr. as Chief Executive Officer, Chief Restructuring Officer and Foreign representative (related document 774) Entered on 7/16/2020. (Ecker, C.) Modified on 7/16/2020 (Ecker, C.).) (Kass, Albert)</p>
07/21/2020	<p>882 (1 pg) Order granting motion to appear pro hac vice adding Mark M. Maloney for Highland CLO Funding, Ltd. (related document # 857) Entered on 7/21/2020. (Okafor, M.)</p>
07/21/2020	<p>883 (98 pgs) Application for compensation <i>Second Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 3/1/2020 to 5/31/2020, Fee: \$1,488,533.4, Expenses: \$23,515.26. Filed by Objections due by 8/11/2020. (Hoffman, Juliana)</p>
07/21/2020	<p>894 Hearing held on 7/21/2020. (RE: related document(s)808 Motion to compel Production by the Debtor, filed by Creditor Committee Official Committee of Unsecured Creditors.) (Appearances: J. Morris, I. Karash, Z. Annabel, and M. Hayward for Debtors; M. Clemente and P. Montgomery for UCC; A. Clubok for UBS; R. Patel and A. Chiarello for Acis; T. Mascherin for Redeemer Committee; M. Lynn and J. Bonds for J. Dondero; L. Drawhorn for NexPoint funds and MGM; P. Keiffer for Atlas; S. Topetzes and J. Wright for Highland Capital Management Fund Advisors, L.P. and other funds; T. Stratford for CCS Medical; R. Matsumura and M. Maloney for HCLOF; J. Kane for CLO Holdco.; J. Slade for NexBank; K. Preston for certain employees sued by Acis. Nonevidentiary hearing. Motion granted in substantial part, but with special privilege review protections granted as to the three lawyer custodians, as to CCS Medical and MGM communications, and as to Atlass communications with outside law firms. Counsel to submit order.) (Edmond, Michael) (Entered: 07/24/2020)</p>
07/21/2020	<p>895 Hearing held on 7/21/2020. (RE: related document(s)810 Motion for protective order (Debtor's Motion for Entry of (i) a Protective Order, or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Pursuant to Federal Rules of Bankruptcy Procedure 7026 and 7034), filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Morris, I. Karash, Z. Annabel, and M. Hayward for Debtors; M. Clemente and P. Montgomery for UCC; A. Clubok for UBS; R. Patel and A. Chiarello for Acis; T. Mascherin for Redeemer Committee; M. Lynn and J. Bonds for J. Dondero; L. Drawhorn for NexPoint funds and MGM; P. Keiffer for Atlas; S. Topetzes and J. Wright for Highland Capital Management Fund Advisors, L.P. and other funds; T. Stratford for CCS Medical; R. Matsumura and M. Maloney for HCLOF; J. Kane for CLO Holdco.; J. Slade for NexBank; K. Preston for certain employees sued by Acis. Nonevidentiary hearing. Motion denied in substantial part, but with special privilege review protections granted as to the three lawyer custodians, as to CCS Medical and MGM, and as to Atlass communications with outside law firms. Counsel to submit order.) (Edmond, Michael) (Entered: 07/24/2020)</p>
07/21/2020	<p>896 Hearing held on 7/21/2020. (RE: related document(s)1 Order transferring case number 19-12239 from U.S. Bankruptcy Court for the District of Delaware Filed by Highland Capital Management, L.P.) (Appearances: J. Morris, I. Karash, Z. Annabel, and M. Hayward for Debtors; M. Clemente and P. Montgomery for UCC; A. Clubok for UBS; R. Patel and A. Chiarello for Acis; T. Mascherin for Redeemer Committee; M. Lynn and J. Bonds for J. Dondero; L. Drawhorn for NexPoint funds and MGM; P. Keiffer for Atlas; S. Topetzes and J. Wright for Highland Capital Management Fund Advisors, L.P. and other funds; T. Stratford for CCS Medical; R. Matsumura and M. Maloney for HCLOF; J. Kane for CLO Holdco.; J. Slade for NexBank; K. Preston for certain employees sued by Acis. Nonevidentiary hearing. Scheduling discussed, including that there will be a setting on 9/17/20 on the objections to Aciss proof of claim for arguing certain issues of law and, perhaps, narrow issues for trial. Counsel to submit an interim scheduling order that memorializes dicussions.) (Edmond, Michael) (Entered: 07/24/2020)</p>

07/22/2020	<p>● 884 (22 pgs; 2 docs) Application for compensation <i>Eighth Monthly Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from June 1, 2020 through June 30, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 6/1/2020 to 6/30/2020, Fee: \$21,242.00, Expenses: \$343.69. Filed by Attorney Holland N. O'Neil Objections due by 8/12/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland)</p>
07/22/2020	<p>● 885 (11 pgs; 2 docs) INCORRECT ENTRY: EVENT CODE. Motion to extend or limit the exclusivity period Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) (Annable, Zachery) Modified on 7/22/2020 (Rielly, Bill).</p>
07/22/2020	<p>● 886 (11 pgs; 2 docs) Motion to extend time to assume or reject unexpired nonresidential real property lease Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) (Annable, Zachery)</p>
07/22/2020	<p>● 887 (3 pgs) Notice of hearing (<i>Notice of Status Conference</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)771 Objection to claim(s) 3 of Creditor(s) Acis Capital Management L.P. and Acis Capital Management GP, LLC.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 7/23/2020.). Status Conference to be held on 8/14/2020 at 09:30 AM at Dallas Judge Jernigan Ctrm. (Annable, Zachery)</p>
07/22/2020	<p>● 888 (1 pg) Request for transcript regarding a hearing held on 7/21/2020. The requested turn-around time is daily. (Edmond, Michael)</p>
07/22/2020	<p>● 889 (3 pgs) Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)771 Objection to claim(s) 3 of Creditor(s) Acis Capital Management L.P. and Acis Capital Management GP, LLC.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 7/23/2020.). Hearing to be held on 9/17/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 771, (Annable, Zachery)</p>
07/22/2020	<p>● 890 (12 pgs) Certificate of service re: <i>Documents Served on July 17, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)868 Objection to claim(s) of Creditor(s) Integrated Financial Associates, Inc... Filed by Debtor Highland Capital Management, L.P.. Responses due by 8/19/2020. filed by Debtor Highland Capital Management, L.P., 869 Reply to (related document(s): 839 Response filed by Creditor Committee Official Committee of Unsecured Creditors) (<i>Debtor's Reply to the Committee's Response to the Debtor's Discovery Motion</i>) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 870 Declaration re: (<i>Declaration of John A. Morris in Further Support of the Debtor's Motion for Entry of (i) a Protective Order, or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Pursuant to Federal Rules of Bankruptcy Procedure 7026 and 7034</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)810 Motion for protective order (<i>Debtor's Motion for Entry of (i) a Protective Order, or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Purs.</i>) filed by Debtor Highland Capital Management, L.P., 871 Declaration re: <i>First Supplemental Declaration of Alexander McGeoch in Support of Debtor's Application for an Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the Petition Date</i> filed by Spec. Counsel Hunton Andrews Kurth LLP (RE: related document(s)604 Application to employ Hunton Andrews Kurth LLP as Special Counsel (<i>Debtor's Application for Entry of an Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the Petition Date</i>)). filed by Interested Party Hunton Andrews Kurth LLP, Spec. Counsel Hunton Andrews Kurth LLP, 873 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)868 Objection to claim(s) of Creditor(s) Integrated Financial Associates, Inc... Filed by Debtor Highland Capital Management, L.P.. Responses due by 8/19/2020.). Hearing to be held on 9/17/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 868, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/23/2020	<p>● 891 (7 pgs) Objection to claim(s) 3 of Creditor(s) ACIS Capital Management L.P. and ACIS Capital Management GP, LLC.. Filed by Interested Parties UBS AG London Branch, UBS Securities LLC.</p>

	(Soslund, Martin)
07/23/2020	<p>● 892 (5 pgs) Certificate of service re: <i>Amended Ninth Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from June 1, 2020 Through June 30, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)879 <i>Amended application for compensation Amended Ninth Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from June 1, 2020 through June 30, 2020 (amended to include Exhibit)</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 6/1/2020 to 6/30/2020, Fee: \$818,786.50, Expenses: \$3,205.81. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 8/10/2020. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/23/2020	<p>● 893 (5 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)882 Order granting motion to appear pro hac vice adding Mark M. Maloney for Highland CLO Funding, Ltd. (related document 857) Entered on 7/21/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 07/23/2020. (Admin.)</p>
07/24/2020	<p>● 897 (125 pgs) Transcript regarding Hearing Held 07/21/20 RE: DOCS 808 and 810. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 10/22/2020. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Transcripts Plus, Inc., Telephone number 215-862-1115 CourtTranscripts@aol.com. (RE: related document(s) 896 Hearing held on 7/21/2020. (RE: related document(s)1 Order transferring case number 19-12239 from U.S. Bankruptcy Court for the District of Delaware Filed by Highland Capital Management, L.P.) (Appearances: J. Morris, I. Karash, Z. Annabel, and M. Hayward for Debtors; M. Clemente and P. Montgomery for UCC; A. Clubok for UBS; R. Patel and A. Chiarello for Acis; T. Mascherin for Redeemer Committee; M. Lynn and J. Bonds for J. Dondero; L. Drawhorn for NexPoint funds and MGM; P. Keiffer for Atlas; S. Topetztes and J. Wright for Highland Capital Management Fund Advisors, L.P. and other funds; T. Stratford for CCS Medical; R. Matsumura and M. Maloney for HCLOF; J. Kane for CLO Holdco.; J. Slade for NexBank; K. Preston for certain employees sued by Acis. Nonevidentiary hearing. Scheduling discussed, including that there will be a setting on 9/17/20 on the objections to Aciss proof of claim for arguing certain issues of law and, perhaps, narrow issues for trial. Counsel to submit an interim scheduling order that memorializes dicussions.)). Transcript to be made available to the public on 10/22/2020. (Hartmann, Karen)</p>
07/24/2020	<p>● 898 (5 pgs) Certificate of service re: 1) <i>Summary Cover Sheet and Eighth Monthly Application of Sidley Austin LLP for Allowance of Compensation and Reimbursement of Expenses for the Period from June 1, 2020 to and Including June 30, 2020; and 2) Summary Cover Sheet and Second Interim Fee Application of FTI Consulting, Inc. as Financial Advisor for the Official Committee of Unsecured Creditors, for Compensation and Reimbursement of Expenses for the Period from March 1, 2020 Through and Including May 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)877 Application for compensation <i>Eighth Monthly Application for Compensation and Reimbursement of Expenses of Sidley Austin, LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 6/1/2020 to 6/30/2020, Fee: \$493,788.96, Expenses: \$5,759.29. Filed by Objections due by 8/10/2020. filed by Creditor Committee Official Committee of Unsecured Creditors, 883 Application for compensation <i>Second Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 3/1/2020 to 5/31/2020, Fee: \$1,488,533.4, Expenses: \$23,515.26. Filed by Objections due by 8/11/2020. filed by Financial Advisor FTI Consulting, Inc.). (Kass, Albert)</p>
07/27/2020	<p>● 899 (3 pgs) Certificate of No Objection filed by Other Professional Hayward & Associates PLLC (RE: related document(s)795 Application for compensation (<i>Fifth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from April 1, 2020 through April 30, 2020</i>) for Hayward & Assoc). (Annable, Zachery)</p>
07/27/2020	<p>● 900 (14 pgs) Certificate of service re: <i>Documents Served on July 22, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)884 Application for compensation <i>Eighth Monthly Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from June 1, 2020 through June 30, 2020</i> for Foley Gardere,</p>

	<p>Foley & Lardner LLP, Special Counsel, Period: 6/4/2020 to 6/30/2020, Fee: \$21,242.00, Expenses: \$343.69. Filed by Attorney Holland N. O'Neil Objections due by 8/12/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland) filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 886 Motion to extend time to assume or reject unexpired nonresidential real property lease Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) filed by Debtor Highland Capital Management, L.P., 887 Notice of hearing (<i>Notice of Status Conference</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)771 Objection to claim(s) 3 of Creditor(s) Acis Capital Management L.P. and Acis Capital Management GP, LLC.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 7/23/2020.). Status Conference to be held on 8/14/2020 at 09:30 AM at Dallas Judge Jernigan Ctrm. filed by Debtor Highland Capital Management, L.P., 889 Amended Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)771 Objection to claim(s) 3 of Creditor(s) Acis Capital Management L.P. and Acis Capital Management GP, LLC.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 7/23/2020.). Hearing to be held on 9/17/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 771, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
07/28/2020	<p>901 INCORRECT ENTRY: See # 902 for correction. Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s)733 Motion for leave to <i>File an Omnibus Reply to Objections to UBS's Motion for Relief from the Automatic Stay to Proceed With State Court Action</i> (related document(s) 687 Response, 690 Objection, 692 Objection, 694 Joinder, 701 Objection) Filed by Interested Parties UBS AG London Branch, UBS Securities LLC Objections due by 7/2/2020. (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Reply # 3 Exhibit 1 # 4 Exhibit 2 # 5 Exhibit 3 # 6 Exhibit 4 # 7 Exhibit 5 # 8 Exhibit 6 # 9 Exhibit 7 # 10 Exhibit 8 # 11 Exhibit 9 # 12 Exhibit 10 # 13 Exhibit 11 # 14 Exhibit 12 # 15 Exhibit 13 # 16 Exhibit 14)) Responses due by 8/4/2020. (Ecker, C.) Modified on 7/28/2020 (Ecker, C.).</p>
07/28/2020	<p>902 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s)733 Motion for leave to <i>File an Omnibus Reply to Objections to UBS's Motion for Relief from the Automatic Stay to Proceed With State Court Action</i> (related document(s) 687 Response, 690 Objection, 692 Objection, 694 Joinder, 701 Objection) Filed by Interested Parties UBS AG London Branch, UBS Securities LLC Objections due by 7/2/2020. (Attachments: # 1 Exhibit A - Proposed Order # 2 Exhibit B - Reply # 3 Exhibit 1 # 4 Exhibit 2 # 5 Exhibit 3 # 6 Exhibit 4 # 7 Exhibit 5 # 8 Exhibit 6 # 9 Exhibit 7 # 10 Exhibit 8 # 11 Exhibit 9 # 12 Exhibit 10 # 13 Exhibit 11 # 14 Exhibit 12 # 15 Exhibit 13 # 16 Exhibit 14)) Responses due by 8/4/2020. (Ecker, C.)</p>
07/28/2020	<p>903 (1 pg) Clerk's correspondence requesting an order from attorney for creditor. (RE: related document(s)746 Motion to file document under seal. Filed by Interested Parties UBS AG London Branch , UBS Securities LLC (Ecker, C.)) Responses due by 8/4/2020. (Ecker, C.)</p>
07/28/2020	<p>Receipt Number 00338615, Fee Amount \$30,715.92 (RE: related document(s) 821 Order on motion for authority to apply and disburse funds.) NOTE: Deposit of funds into the Registry of the Court. (Floyd, K). (Entered: 08/10/2020)</p>
07/28/2020	<p>Receipt Number 00338617, Fee Amount \$20,830.29 (RE: related document(s) 821 Order on motion for authority to apply and disburse funds.) NOTE: Deposit of funds into the Registry of the Court. (Floyd, K). (Entered: 08/10/2020)</p>
07/28/2020	<p>Receipt Number 00338616, Fee Amount \$84,062.32 (RE: related document(s) 821 Order on motion for authority to apply and disburse funds.) NOTE: Deposit of funds into the Registry of the Court. (Floyd, K). (Entered: 08/10/2020)</p>
07/30/2020	<p>904 (3 pgs) Notice of Appearance and Request for Notice <i>Chad Timmons, Emily M. Hahn, Larry R. Boyd</i> by Chad D. Timmons filed by Creditor COLLIN COUNTY TAX ASSESSOR/COLLECTOR. (Timmons, Chad)</p>
07/30/2020	<p>905 (9 pgs) Amended Debtor-in-possession monthly operating report for filing period May 1, 2020 to May 31, 2020 filed by Debtor Highland Capital Management, L.P. (RE: related document(s)800 Operating</p>

report). (Annable, Zachery)

07/30/2020	<p>● 906 (23 pgs; 2 docs) Objection to claim(s) of Creditor(s) Daniel Sheehan and Associates, PLLC; Dun & Bradstreet; Eastern Point Trust Company, Inc.; Collin County Tax Assessor/Collector; Collin County Tax Assessor/Collector; Dallas County; Opus 2 International Inc.; Andrew Parmentier; 4CAST Inc.; Advent Software Inc.; ConvergeOne, Inc.; Denton County; Internal Revenue Service; Kaufman County; Maples and Calder; McLagen Partners, Inc.; Microsoft Corporation and Microsoft Licensing GP, a Subsidiary of Microsoft Corporation; Moodys Analytics, Inc.; Quintairos, Prieto, Wood & Boyer; Advisors Equity Group, LLC; Eagle Equity Advisors, LLC; HCRE Partner, LLC; Highland Capital Management Fund Advisors; Highland Capital Management Fund Advisors; Highland Capital Management Services, Inc.; Highland Capital Management Services, Inc.; Highland Energy MLP Fund; Highland Fixed Income Fund; Highland Floating Rate Fund; Highland Funds I; Highland Funds II; Highland Global Allocation Fund; Highland Healthcare Opportunities Fund; Highland iBoxx Senior Loan ETF; Highland Income Fund HFRO; Highland Long/Short Equity Fund; Highland Merger Arbitrage Fund; Highland Opportunistic Credit Fund; Highland Small-Cap Equity Fund; Highland Socially Responsible Equity Fund; Highland Tax-Exempt Fund; Highland Total Return Fund; NexBank SSB; NexPoint Advisors, L.P.; NexPoint Advisors, L.P.; NexPoint Capital, Inc.; NexPoint Capital, Inc.; NexPoint Discount Strategies Fund; NexPoint Energy and Material Opportunities Fund; NexPoint Event-Driven Fund; NexPoint Healthcare Opportunities Fund; NexPoint Latin America Opportunities Fund; NexPoint Real Estate Strategies Fund; NexPoint Strategic Opportunities Fund; The Dugaboy Investment Trust; The Dugaboy Investment Trust; Bentley Callan; City of Garland; Clay Callan; Eastern Point Trust Company, Inc.; Garland Independent School District; Grayson County; HarbourVest 2017 Global Fund L.P.; HarbourVest 2017 Global AIF L.P.; HarbourVest Partners L.P. on behalf of funds and accounts under management; HarbourVest Dover Street IX Investment L.P.; HarbourVest Skew Base AIF L.P.; Hartman Wanzor LLP; Irving ISD; John Morris; John R. Watkins; Linear Technologies, Inc.; Mass. Dept. of Revenue; Mediant Communications Inc.; Oklahoma Tax Commission; Jun Park; Paul N. Adkins; Paul N. Adkins; Tarrant County; Theodore N. Dameris; Theodore N. Dameris; Weijun Zang; Anish Tailor; Mollie Boyce-Field; Charles Byrne; Donald Salvino; Ericka Garcia; Garman Turner Gordon; Joe Kingsley; Frederic Mason; TDA Associates, Inc.; Wilkinson Center.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 9/1/2020. (Attachments: # 1 Exhibit A--Proposed Order and Schedules 1-7) (Annable, Zachery)</p>
07/30/2020	<p>● 907 (3 pgs) Notice of hearing (<i>Notice of Hearing on Debtor's First Omnibus Objection to Certain (A) Duplicate Claims; (B) Overstated Claims; (C) Late-Filed Claims; (D) Satisfied Claims; (E) No-Liability Claims; and (F) Insufficient-Documentation Claims</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)906 Objection to claim(s) of Creditor(s) Daniel Sheehan and Associates, PLLC; Dun & Bradstreet; Eastern Point Trust Company, Inc.; Collin County Tax Assessor/Collector; Collin County Tax Assessor/Collector; Dallas County; Opus 2 International Inc.; Andrew Parmentier; 4CAST Inc.; Advent Software Inc.; ConvergeOne, Inc.; Denton County; Internal Revenue Service; Kaufman County; Maples and Calder; McLagen Partners, Inc.; Microsoft Corporation and Microsoft Licensing GP, a Subsidiary of Microsoft Corporation; Moodys Analytics, Inc.; Quintairos, Prieto, Wood & Boyer; Advisors Equity Group, LLC; Eagle Equity Advisors, LLC; HCRE Partner, LLC; Highland Capital Management Fund Advisors; Highland Capital Management Fund Advisors; Highland Capital Management Services, Inc.; Highland Capital Management Services, Inc.; Highland Energy MLP Fund; Highland Fixed Income Fund; Highland Floating Rate Fund; Highland Funds I; Highland Funds II; Highland Global Allocation Fund; Highland Healthcare Opportunities Fund; Highland iBoxx Senior Loan ETF; Highland Income Fund HFRO; Highland Long/Short Equity Fund; Highland Merger Arbitrage Fund; Highland Opportunistic Credit Fund; Highland Small-Cap Equity Fund; Highland Socially Responsible Equity Fund; Highland Tax-Exempt Fund; Highland Total Return Fund; NexBank SSB; NexPoint Advisors, L.P.; NexPoint Advisors, L.P.; NexPoint Capital, Inc.; NexPoint Capital, Inc.; NexPoint Discount Strategies Fund; NexPoint Energy and Material Opportunities Fund; NexPoint Event-Driven Fund; NexPoint Healthcare Opportunities Fund; NexPoint Latin America Opportunities Fund; NexPoint Real Estate Strategies Fund; NexPoint Strategic Opportunities Fund; The Dugaboy Investment Trust; The Dugaboy Investment Trust; Bentley Callan; City of Garland; Clay Callan; Eastern Point Trust Company, Inc.; Garland Independent School District; Grayson County; HarbourVest 2017 Global Fund L.P.; HarbourVest 2017 Global AIF L.P.; HarbourVest Partners L.P. on behalf of funds and accounts under management; HarbourVest Dover Street IX Investment L.P.; HarbourVest Skew Base AIF L.P.; Hartman Wanzor LLP; Irving ISD; John Morris; John R. Watkins; Linear Technologies, Inc.; Mass. Dept. of Revenue; Mediant Communications Inc.; Oklahoma Tax Commission; Jun Park; Paul N. Adkins; Paul N. Adkins; Tarrant County; Theodore N. Dameris; Theodore N. Dameris; Weijun Zang; Anish Tailor; Mollie Boyce-Field; Charles Byrne; Donald Salvino; Ericka Garcia; Garman Turner Gordon; Joe Kingsley;</p>

	Frederic Mason; PDA Associates, Inc.; Wilkinson Center.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 9/1/2020. (Attachments: # 1 Exhibit A--Proposed Order and Schedules 1-7)). Hearing to be held on 9/10/2020 at 02:30 PM Dallas Judge Jernigan Ctrm for 906 , (Annable, Zachery)
07/31/2020	908 (271 pgs; 5 docs) Response opposed to (related document(s): 771 Objection to claim filed by Debtor Highland Capital Management, L.P.) filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P.. (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4) (Patel, Rakhee)
08/03/2020	909 (3 pgs) Agreed Order Granting 886 Motion to extend deadline to assume or reject unexpired nonresidential real property lease by sixty days. Entered on 8/3/2020. (Okafor, M.)
08/03/2020	910 (3 pgs) Order granting motion for leave to File an Omnibus Reply to Objections to UBS's Motion for Relief from the Automatic Stay to Proceed With State Court Action (related document # 733) Entered on 8/3/2020. (Okafor, M.)
08/03/2020	911 (3 pgs) Order granting motion to seal documents (related document # 746) Entered on 8/3/2020. (Okafor, M.)
08/03/2020	912 (6 pgs) Order directing mediation (RE: related document(s) 3 Document filed by Debtor Highland Capital Management, L.P.). Entered on 8/3/2020 (Okafor, M.)
08/03/2020	913 (9 pgs) Debtor-in-possession monthly operating report for filing period June 1, 2020 to June 30, 2020 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
08/03/2020	914 (156 pgs; 3 docs) Motion for leave [<i>CLO Holdco, Ltd.'s Motion for Clarification of Ruling</i>] (related document(s) 808 Motion to compel, 846 Objection, 872 Response, 894 Hearing held) Filed by Creditor CLO Holdco, Ltd. (Attachments: # 1 Exhibit A # 2 Exhibit B) (Kane, John)
08/04/2020	915 (6 pgs) Joinder by <i>NexPoint RE Entities' Joinder to CLO Holdco, Ltd.'s Motion for Clarification of Ruling</i> filed by Interested Parties NexPoint Hospitality Trust, NexPoint Multifamily Capital Trust, Inc., NexPoint Real Estate Advisors II, L.P., NexPoint Real Estate Advisors III, L.P., NexPoint Real Estate Advisors IV, L.P., NexPoint Real Estate Advisors V, L.P., NexPoint Real Estate Advisors VI, L.P., NexPoint Real Estate Advisors VII, L.P., NexPoint Real Estate Advisors VIII, L.P., NexPoint Real Estate Advisors, L.P., NexPoint Real Estate Finance Inc., NexPoint Real Estate Partners, LLC, NexPoint Residential Trust, Inc., Nexpoint Real Estate Capital, LLC, VineBrook Homes, Trust, Inc. (RE: related document(s) 914 Motion for leave [<i>CLO Holdco, Ltd.'s Motion for Clarification of Ruling</i>] (related document(s) 808 Motion to compel, 846 Objection, 872 Response, 894 Hearing held)). (Drawhorn, Lauren)
08/04/2020	916 (16 pgs) Certificate of service re: 1) <i>Debtor's First Omnibus Objection to Certain (A) Duplicate Claims; (B) Overstated Claims; (C) Late-Filed Claims; (D) Satisfied Claims; (E) No-Liability Claims; and (F) Insufficient-Documentation Claims; and 2) Notice of Hearing on Debtor's First Omnibus Objection to Certain (A) Duplicate Claims; (B) Overstated Claims; (C) Late-Filed Claims; (D) Satisfied Claims; (E) No-Liability Claims; and (F) Insufficient-Documentation Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 906 Objection to claim(s) of Creditor(s) Daniel Sheehan and Associates, PLLC; Dun & Bradstreet; Eastern Point Trust Company, Inc.; Collin County Tax Assessor/Collector; Collin County Tax Assessor/Collector; Dallas County; Opus 2 International Inc.; Andrew Parmentier; 4CAST Inc.; Advent Software Inc.; ConvergeOne, Inc.; Denton County; Internal Revenue Service; Kaufman County; Maples and Calder; McLagen Partners, Inc.; Microsoft Corporation and Microsoft Licensing GP, a Subsidiary of Microsoft Corporation; Moodys Analytics, Inc.; Quintairos, Prieto, Wood & Boyer; Advisors Equity Group, LLC; Eagle Equity Advisors, LLC; HCRE Partner, LLC; Highland Capital Management Fund Advisors; Highland Capital Management Fund Advisors; Highland Capital Management Services, Inc.; Highland Capital Management Services, Inc.; Highland Energy MLP Fund; Highland Fixed Income Fund; Highland Floating Rate Fund; Highland Funds I; Highland Funds II; Highland Global Allocation Fund; Highland Healthcare Opportunities Fund; Highland iBoxx Senior Loan ETF; Highland Income Fund HFRO; Highland Long/Short Equity Fund; Highland Merger Arbitrage Fund;

Highland Opportunistic Credit Fund; Highland Small-Cap Equity Fund; Highland Socially Responsible Equity Fund; Highland Tax-Exempt Fund; Highland Total Return Fund; NexBank SSB; NexPoint Advisors, L.P.; NexPoint Advisors, L.P.; NexPoint Capital, Inc.; NexPoint Capital, Inc.; NexPoint Discount Strategies Fund; NexPoint Energy and Material Opportunities Fund; NexPoint Event-Driven Fund; NexPoint Healthcare Opportunities Fund; NexPoint Latin America Opportunities Fund; NexPoint Real Estate Strategies Fund; NexPoint Strategic Opportunities Fund; The Dugaboy Investment Trust; The Dugaboy Investment Trust; Bentley Callan; City of Garland; Clay Callan; Eastern Point Trust Company, Inc.; Garland Independent School District; Grayson County; HarbourVest 2017 Global Fund L.P.; HarbourVest 2017 Global AIF L.P.; HarbourVest Partners L.P. on behalf of funds and accounts under management; HarbourVest Dover Street IX Investment L.P.; HarbourVest Skew Base AIF L.P.; Hartman Wanzor LLP; Irving ISD; John Morris; John R. Watkins; Linear Technologies, Inc.; Mass. Dept. of Revenue; Mediant Communications Inc.; Oklahoma Tax Commission; Jun Park; Paul N. Adkins; Paul N. Adkins; Tarrant County; Theodore N. Dameris; Theodore N. Dameris; Weijun Zang; Anish Tailor; Mollie Boyce-Field; Charles Byrne; Donald Salvino; Ericka Garcia; Garman Turner Gordon; Joe Kingsley; Frederic Mason; TDA Associates, Inc.; Wilkinson Center.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 9/1/2020. (Attachments: # 1 Exhibit A--Proposed Order and Schedules 1-7) filed by Debtor Highland Capital Management, L.P., [907](#) Notice of hearing (*Notice of Hearing on Debtor's First Omnibus Objection to Certain (A) Duplicate Claims; (B) Overstated Claims; (C) Late-Filed Claims; (D) Satisfied Claims; (E) No-Liability Claims; and (F) Insufficient-Documentation Claims*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[906](#) Objection to claim(s) of Creditor(s) Daniel Sheehan and Associates, PLLC; Dun & Bradstreet; Eastern Point Trust Company, Inc.; Collin County Tax Assessor/Collector; Collin County Tax Assessor/Collector; Dallas County; Opus 2 International Inc.; Andrew Parmentier; 4CAST Inc.; Advent Software Inc.; ConvergeOne, Inc.; Denton County; Internal Revenue Service; Kaufman County; Maples and Calder; McLagen Partners, Inc.; Microsoft Corporation and Microsoft Licensing GP, a Subsidiary of Microsoft Corporation; Moodys Analytics, Inc.; Quintairos, Prieto, Wood & Boyer; Advisors Equity Group, LLC; Eagle Equity Advisors, LLC; HCRE Partner, LLC; Highland Capital Management Fund Advisors; Highland Capital Management Fund Advisors; Highland Capital Management Services, Inc.; Highland Energy MLP Fund; Highland Fixed Income Fund; Highland Floating Rate Fund; Highland Funds I; Highland Funds II; Highland Global Allocation Fund; Highland Healthcare Opportunities Fund; Highland iBoxx Senior Loan ETF; Highland Income Fund HFRO; Highland Long/Short Equity Fund; Highland Merger Arbitrage Fund; Highland Opportunistic Credit Fund; Highland Small-Cap Equity Fund; Highland Socially Responsible Equity Fund; Highland Tax-Exempt Fund; Highland Total Return Fund; NexBank SSB; NexPoint Advisors, L.P.; NexPoint Advisors, L.P.; NexPoint Capital, Inc.; NexPoint Capital, Inc.; NexPoint Discount Strategies Fund; NexPoint Energy and Material Opportunities Fund; NexPoint Event-Driven Fund; NexPoint Healthcare Opportunities Fund; NexPoint Latin America Opportunities Fund; NexPoint Real Estate Strategies Fund; NexPoint Strategic Opportunities Fund; The Dugaboy Investment Trust; The Dugaboy Investment Trust; Bentley Callan; City of Garland; Clay Callan; Eastern Point Trust Company, Inc.; Garland Independent School District; Grayson County; HarbourVest 2017 Global Fund L.P.; HarbourVest 2017 Global AIF L.P.; HarbourVest Partners L.P. on behalf of funds and accounts under management; HarbourVest Dover Street IX Investment L.P.; HarbourVest Skew Base AIF L.P.; Hartman Wanzor LLP; Irving ISD; John Morris; John R. Watkins; Linear Technologies, Inc.; Mass. Dept. of Revenue; Mediant Communications Inc.; Oklahoma Tax Commission; Jun Park; Paul N. Adkins; Paul N. Adkins; Tarrant County; Theodore N. Dameris; Theodore N. Dameris; Weijun Zang; Anish Tailor; Mollie Boyce-Field; Charles Byrne; Donald Salvino; Ericka Garcia; Garman Turner Gordon; Joe Kingsley; Frederic Mason; TDA Associates, Inc.; Wilkinson Center.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 9/1/2020. (Attachments: # 1 Exhibit A--Proposed Order and Schedules 1-7)). Hearing to be held on 9/10/2020 at 02:30 PM Dallas Judge Jernigan Ctrm for [906](#), filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)

08/05/2020

[917](#) (26 pgs; 2 docs) Application for compensation (*Sixth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from May 1, 2020 through May 31, 2020*) for Hayward & Associates PLLC, Debtor's Attorney, Period: 5/1/2020 to 5/31/2020, Fee: \$17,667.50, Expenses: \$37.40. Filed by Other Professional Hayward & Associates PLLC (Attachments: # [1](#) Exhibit A--H&A May 2020 Invoice) (Annable, Zachery)

08/05/2020

[918](#) (6 pgs; 2 docs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)[831](#) Application for compensation *Sidley Austin LLP's Second Interim Application for Compensation and Reimbursement of Expenses* for Official Committee of

	Unsecured Creditors, Creditor Comm. Atty, Period: 5/1/2020 to 5/31/2020, Fee: \$1,500. (Attachments: # 1 Exhibit) (Hoffman, Juliana)
08/05/2020	919 (9 pgs) Certificate of service re: <i>1) Agreed Order Extending Deadline to Assume or Reject Unexpired Nonresidential Real Property Lease by Sixty Days; and 2) Order Directing Mediation</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 909 Agreed Order Granting 886 Motion to extend deadline to assume or reject unexpired nonresidential real property lease by sixty days. Entered on 8/3/2020. (Okafor, M.), 912 Order directing mediation (RE: related document(s) 3 Document filed by Debtor Highland Capital Management, L.P.). Entered on 8/3/2020 (Okafor, M.)). (Kass, Albert)
08/05/2020	920 (3 pgs) Certificate of No Objection (Amended) filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 918 Certificate (generic)). (Hoffman, Juliana)
08/05/2020	921 (5 pgs) Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to June 30, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Annable, Zachery)
08/06/2020	922 (20 pgs; 2 docs) Application for compensation <i>Ninth Monthly Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from July 1, 2020 through July 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 7/1/2020 to 7/31/2020, Fee: \$6,264.50, Expenses: \$0.00. Filed by Attorney Holland N. O'Neil Objections due by 8/27/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland)
08/06/2020	923 (4 pgs) Notice of Appearance and Request for Notice by Jared M. Slade filed by Interested Party NexBank. (Slade, Jared)
08/06/2020	924 (45 pgs; 3 docs) Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April, 2020 through July 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 4/1/2020 to 7/31/2020, Fee: \$87,931.00, Expenses: \$833.49. Filed by Attorney Holland N. O'Neil Objections due by 8/27/2020. (Attachments: # 1 Exhibit A - Invoices # 2 Proposed Order Exhibit B - Proposed Order) (O'Neil, Holland)
08/06/2020	925 (11 pgs) Certificate of service re: <i>re: 1) Cover Sheet and Sixth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from May 1, 2020 Through May 31, 2020; and 2) Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to June 30, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 917 Application for compensation (<i>Sixth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from May 1, 2020 through May 31, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 5/1/2020 to 5/31/2020, Fee: \$17,667.50, Expenses: \$37.40. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A May 2020 Invoice) filed by Other Professional Hayward & Associates PLLC, 921 Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to June 30, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)

08/06/2020	926 (2 pgs) Withdrawal of claim(s) Claim has been satisfied. Claim: 9 Filed by Creditor Gray Reed & McGraw LLP. (Brookner, Jason)
08/07/2020	927 (5 pgs) Joinder by filed by Interested Party NexBank (RE: related document(s) 914 Motion for leave [<i>CLO Holdco, Ltd.'s Motion for Clarification of Ruling</i>] (related document(s) 808 Motion to compel, 846 Objection, 872 Response, 894 Hearing held)). (Slade, Jared)
08/07/2020	928 (64 pgs; 3 docs) Objection to claim(s) of Creditor(s) UBS Securities LLC and UBS AG, London Branch.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 9/9/2020. (Attachments: # 1 Exhibit 18 # 2 Exhibit 19) (Annable, Zachery)
08/07/2020	929 (3 pgs) Notice of hearing (<i>Notice of Status Conference</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 928 Objection to claim(s) of Creditor(s) UBS Securities LLC and UBS AG, London Branch.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 9/9/2020. (Attachments: # 1 Exhibit 18 # 2 Exhibit 19)). Status Conference to be held on 9/29/2020 at 01:30 PM at Dallas Judge Jernigan Ctrm. (Annable, Zachery)
08/07/2020	930 (21 pgs; 2 docs) Response opposed to (related document(s): 914 Motion for leave [<i>CLO Holdco, Ltd.'s Motion for Clarification of Ruling</i>] (related document(s) 808 Motion to compel, 846 Objection, 872 Response, 894 Hearing held) filed by Creditor CLO Holdco, Ltd.) filed by Creditor Committee Official Committee of Unsecured Creditors. (Attachments: # 1 Exhibit A) (Montgomery, Paige)
08/07/2020	931 (26 pgs; 2 docs) Application for compensation (<i>Seventh Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from June 1, 2020 through June 30, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 6/1/2020 to 6/30/2020, Fee: \$18,025.00, Expenses: \$452.40. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A June 2020 Invoice) (Annable, Zachery)
08/07/2020	932 (7 pgs; 2 docs) Motion to file document under seal. <i>MOTION FOR AN ORDER GRANTING LEAVE TO FILE DOCUMENTS UNDER SEAL REGARDING REDEEMER COMMITTEES OBJECTION TO THE PROOF OF CLAIM OF UBS AG, LONDON BRANCH AND UBS SECURITIES, LLC</i> Filed by Interested Party Redeemer Committee of the Highland Crusader Fund (Attachments: # 1 Proposed Order Proposed Order Granting Motion to Seal) (Platt, Mark)
08/07/2020	933 (431 pgs; 23 docs) Objection to claim(s) of Creditor(s) UBS Securities LLC and UBS AG, London Branch.. Filed by Interested Party Redeemer Committee of the Highland Crusader Fund. (Attachments: # 1 Exhibit Exhibit 1 (slip page - to be filed under seal upon order from Court)) # 2 Exhibit Exhibit 2 (slip page - to be filed under seal upon order from Court) # 3 Exhibit Exhibit 3 (slip page - to be filed under seal upon order from Court) # 4 Exhibit Exhibit 4 # 5 Exhibit Exhibit 5 # 6 Exhibit Exhibit 6 (slip page - to be filed under seal upon order from Court) # 7 Exhibit Exhibit 7 (slip page - to be filed under seal upon order from Court) # 8 Exhibit Exhibit 8 # 9 Exhibit Exhibit 9 (slip page - to be filed under seal upon order from Court) # 10 Exhibit Exhibit 10 # 11 Exhibit Exhibit 11 # 12 Exhibit Exhibit 12 # 13 Exhibit Exhibit 13 # 14 Exhibit Exhibit 14 # 15 Exhibit Exhibit 15 # 16 Exhibit Exhibit 16 (slip page - to be filed under seal upon order from Court) # 17 Exhibit Exhibit 17 # 18 Exhibit Exhibit 18 # 19 Exhibit Exhibit 19 # 20 Exhibit Exhibit 20 (slip page - to be filed under seal upon order from Court) # 21 Exhibit Exhibit 21 (slip page - to be filed under seal upon order from Court) # 22 Exhibit Exhibit 22 (slip page - to be filed under seal upon order from Court)) (Platt, Mark)
08/10/2020	934 (34 pgs) Application for compensation <i>Eighth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 6/1/2020 to 6/30/2020, Fee: \$328,185.72, Expenses: \$440.33. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 8/31/2020. (Hoffman, Juliana)
08/11/2020	935 (10 pgs) Order on Motion for Clarification of Ruling and the Joinders Thereto (RE: related document(s) 914 Motion for leave filed by Creditor CLO Holdco, Ltd., 915 Joinder filed by Interested Party NexPoint Real Estate Finance Inc., Interested Party Nexpoint Real Estate Capital, LLC, Interested

	Party NexPoint Residential Trust, Inc., Interested Party NexPoint Hospitality Trust, Interested Party NexPoint Real Estate Partners, LLC, Interested Party NexPoint Multifamily Capital Trust, Inc., Interested Party VineBrook Homes, Trust, Inc., Interested Party NexPoint Real Estate Advisors, L.P., Interested Party NexPoint Real Estate Advisors II, L.P., Interested Party NexPoint Real Estate Advisors III, L.P., Interested Party NexPoint Real Estate Advisors IV, L.P., Interested Party NexPoint Real Estate Advisors V, L.P., Interested Party NexPoint Real Estate Advisors VI, L.P., Interested Party NexPoint Real Estate Advisors VII, L.P., Interested Party NexPoint Real Estate Advisors VIII, L.P., 927 Joinder filed by Interested Party NexBank). Entered on 8/11/2020 (Rielly, Bill)
08/11/2020	936 (112 pgs) Application for compensation <i>Tenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from July 1, 2020 through July 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 7/1/2020 to 7/31/2020, Fee: \$739,976.00, Expenses: \$1,189.12. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 9/1/2020. (Pomerantz, Jeffrey)
08/11/2020	937 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 879 Amended application for compensation <i>Amended Ninth Monthly Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from June 1, 2020 through June 30, 2020 (amended t)</i> . (Pomerantz, Jeffrey)
08/11/2020	938 (3 pgs) Certificate of service re: 1) <i>Cover Sheet and Ninth Monthly Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from July 1, 2020 Through July 31, 2020</i> ; and 2) <i>Cover Sheet and Second Interim Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April 1, 2020 Through July 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 922 Application for compensation <i>Ninth Monthly Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from July 1, 2020 through July 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 7/1/2020 to 7/31/2020, Fee: \$6,264.50, Expenses: \$0.00. Filed by Attorney Holland N. O'Neil Objections due by 8/27/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland) filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 924 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April, 2020 through July 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 4/1/2020 to 7/31/2020, Fee: \$87,931.00, Expenses: \$833.49. Filed by Attorney Holland N. O'Neil Objections due by 8/27/2020. (Attachments: # 1 Exhibit A - Invoices # 2 Proposed Order Exhibit B - Proposed Order) (O'Neil, Holland) filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP). (Kass, Albert)
08/11/2020	939 (15 pgs) Certificate of service re: 1) <i>Debtor's Objection to Proofs of Claim 190 and 191 of UBS Securities LLC and UBS AG, London Branch</i> ; and 2) <i>Notice of Status Conference; to be Held on September 29, 2020 at 1:30 p.m. (Central Time)</i> ; and 3) <i>Seventh Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from June 1, 2020 through June 30, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 928 Objection to claim(s) of Creditor(s) UBS Securities LLC and UBS AG, London Branch.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 9/9/2020. (Attachments: # 1 Exhibit 18 # 2 Exhibit 19) filed by Debtor Highland Capital Management, L.P., 929 Notice of hearing (<i>Notice of Status Conference</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 928 Objection to claim(s) of Creditor(s) UBS Securities LLC and UBS AG, London Branch.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 9/9/2020. (Attachments: # 1 Exhibit 18 # 2 Exhibit 19)). Status Conference to be held on 9/29/2020 at 01:30 PM at Dallas Judge Jernigan Ctrm. filed by Debtor Highland Capital Management, L.P., 931 Application for compensation (<i>Seventh Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from June 1, 2020 through June 30, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 6/1/2020 to 6/30/2020, Fee: \$18,025.00, Expenses: \$452.40. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A June 2020 Invoice) filed by Other Professional Hayward & Associates PLLC). (Kass, Albert)
08/11/2020	940 (15 pgs) Certificate of service re: 1) <i>Webex Meeting Invitation to participate electronically in the hearing on Friday, August 14, 2020 at 9:30 a.m. Central Time before the Honorable Stacey G. Jernigan</i> ;

	<p>2) Instructions for any counsel and parties who wish to participate in the Hearing; and 3) Summary Cover Sheet and Eighth Monthly Application for Compensation and Reimbursement of Expenses for FTI Consulting, Inc. for Allowance of Compensation and Reimbursement of Expenses for the Period From June 1, 2020 to and Including June 30, 2020 Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 934 Application for compensation <i>Eighth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 6/1/2020 to 6/30/2020, Fee: \$328,185.72, Expenses: \$440.33. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 8/31/2020. filed by Financial Advisor FTI Consulting, Inc.). (Kass, Albert)</p>
08/12/2020	<p>941 (4 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 877 Application for compensation <i>Eighth Monthly Application for Compensation and Reimbursement of Expenses of Sidley Austin, LLP</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 6/1/2020 to 6/30/2020, Fee: \$493,78). (Hoffman, Juliana)</p>
08/12/2020	<p>942 (11 pgs) Order resolving discovery motions and objections thereto (related document 808 and 810 Motion for protective order (<i>Debtor's Motion for Entry of (i) a Protective Order, or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Purs filed by Debtor Highland Capital Management,) Entered on 8/12/2020. (Okafor, M.). Modified linkage on 10/1/2020 (Okafor, M.).</i></p>
08/12/2020	<p>943 (51 pgs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from June 1, 2020 through June 30, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). (Annable, Zachery)</p>
08/12/2020	<p>944 (59 pgs) Chapter 11 plan filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
08/12/2020	<p>945 (146 pgs; 2 docs) Disclosure statement filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit A--Plan)(Annable, Zachery)</p>
08/13/2020	<p>946 (2 pgs) Certificate of No Objection filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP (RE: related document(s) 884 Application for compensation <i>Eighth Monthly Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from June 1, 2020 through June 30, 2020</i> for Foley Garder). (O'Neil, Holland)</p>
08/13/2020	<p>947 (4 pgs) Joint Motion to continue hearing on (related documents 771 Objection to claim) (<i>Joint Motion to Continue Status Conference</i>) Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
08/13/2020	<p>948 (9 pgs; 2 docs) Motion to file document under seal. (<i>Debtor's Motion for Entry of an Order Authorizing Filing under Seal of the Debtor's Plan of Reorganization and Disclosure Statement</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)</p>
08/13/2020	<p>949 (11 pgs; 2 docs) Motion to extend or limit the exclusivity period (RE: related document(s) 820 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)</p>
08/13/2020	<p>950 (2 pgs) Order granting motion to seal documents (related document # 932) Entered on 8/13/2020. (Okafor, M.)</p>
08/13/2020	<p>951 (2 pgs) Order granting joint motion to continue hearing on (related document # 947) (related documents Objection to claim) Status Conference to be held on 8/19/2020 at 09:30 AM at Dallas Judge</p>

	Jernigan Ctrm. Entered on 8/13/2020. (Okafor, M.)
08/13/2020	<p>● 952 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)949 Motion to extend or limit the exclusivity period (RE: related document(s)820 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 9/10/2020 at 02:30 PM Dallas Judge Jernigan Ctrm for 949, (Annable, Zachery)</p>
08/13/2020	<p>● 953 SEALED document regarding: REDEEMER COMMITTEE OF THE HIGHLAND CRUSADER FUNDS AND THE CRUSADER FUNDS' OBJECTION TO THE PROOF OF CLAIM OF UBS AG, LONDON BRANCH AND UBS SECURITIES, LLC AND JOINDER IN THE DEBTOR'S OBJECTION per court order filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s)950 Order on motion to seal). (Attachments: # 1 Exhibit Exhibit 1 - Original Synthetic Warehouse Agreement # 2 Exhibit Exhibit 2 Original Engagement Ltr. # 3 Exhibit Exhibit 3 Original Cash Warehouse Agreement # 4 Exhibit Exhibit 6 Expert Report of Louis G. Dudney # 5 Exhibit Exhibit 7 March 20, 2009 Termination Settlement and Release Agreement # 6 Exhibit Exhibit 9 UBS and Crusader Fund Settlement Agreement # 7 Exhibit Exhibit 16 Unredacted version of UBS's Second Amended Complaint # 8 Exhibit Exhibit 20 UBS's Pre-Trial Brief ISO Bifurcation # 9 Exhibit Exhibit 21 UBS and Credit Strategies Settlement Agreement # 10 Exhibit Exhibit 22 Crusader Fund scheme of Arrangement and Joint Plan of Distribution) (Platt, Mark)</p>
08/13/2020	<p>● 954 (3 pgs) Amended Notice of hearing (<i>Amended Notice of Status Conference</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)771 Objection to claim(s) 3 of Creditor(s) Acis Capital Management L.P. and Acis Capital Management GP, LLC.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 7/23/2020.). Status Conference to be held on 8/19/2020 at 09:30 AM at Dallas Judge Jernigan Ctrm. (Annable, Zachery)</p>
08/13/2020	<p>● 955 (2 pgs) Order granting motion to seal documents (related document # 948) Entered on 8/13/2020. (Okafor, M.)</p>
08/13/2020	<p>● 956 SEALED document regarding: Plan of Reorganization of Highland Capital Management, L.P. per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)955 Order on motion to seal). (Annable, Zachery)</p>
08/13/2020	<p>● 957 SEALED document regarding: Disclosure Statement for the Plan of Reorganization of Highland Capital Management, L.P. per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)955 Order on motion to seal). (Attachments: # 1 Exhibit A--Plan of Reorganization of Highland Capital Management, L.P.) (Annable, Zachery)</p>
08/13/2020	<p>● 958 (15 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)935 Order on Motion for Clarification of Ruling and the Joinders Thereto (RE: related document(s)914 Motion for leave filed by Creditor CLO Holdco, Ltd., 915 Joinder filed by Interested Party NexPoint Real Estate Finance Inc., Interested Party Nexpoint Real Estate Capital, LLC, Interested Party NexPoint Residential Trust, Inc., Interested Party NexPoint Hospitality Trust, Interested Party NexPoint Real Estate Partners, LLC, Interested Party NexPoint Multifamily Capital Trust, Inc., Interested Party VineBrook Homes, Trust, Inc., Interested Party NexPoint Real Estate Advisors, L.P., Interested Party NexPoint Real Estate Advisors II, L.P., Interested Party NexPoint Real Estate Advisors III, L.P., Interested Party NexPoint Real Estate Advisors IV, L.P., Interested Party NexPoint Real Estate Advisors V, L.P., Interested Party NexPoint Real Estate Advisors VI, L.P., Interested Party NexPoint Real Estate Advisors VII, L.P., Interested Party NexPoint Real Estate Advisors VIII, L.P., 927 Joinder filed by Interested Party NexBank). Entered on 8/11/2020) No. of Notices: 2. Notice Date 08/13/2020. (Admin.)</p>
08/14/2020	<p>● 959 (4 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)830 Application for compensation <i>Seventh Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 5/1/2020 to 5/31/2020, Fee: \$223,330.68, Expenses: \$1,874.65.). (Hoffman, Juliana)</p>

08/14/2020	<p>● 960 (3 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)883 Application for compensation <i>Second Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 3/1/2020 to 5/31/2020, Fee: \$1,488,533.4, Expenses: \$23,515.26.). (Hoffman, Juliana)</p>
08/14/2020	<p>● 961 (5 pgs) Certificate of service re: <i>Cover Sheet and Tenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from July 1, 2020 through July 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)936 Application for compensation <i>Tenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from July 1, 2020 through July 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 7/1/2020 to 7/31/2020, Fee: \$739,976.00, Expenses: \$1,189.12. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 9/1/2020. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
08/14/2020	<p>● 962 (7 pgs) Certificate of service re: 1) <i>Order Resolving Discovery Motions and Objections Thereto; and 2) Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from June 1, 2020 Through June 30, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)942 Order resolving discovery motions and objections thereto (related document 808) Entered on 8/12/2020. (Okafor, M.), 943 Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from June 1, 2020 through June 30, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
08/17/2020	<p>● 963 (7 pgs; 2 docs) Motion to file document under seal. Filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. (Attachments: # 1 Proposed Order) (Chiarello, Annmarie)</p>
08/18/2020	<p>● 964 (68 pgs; 2 docs) Application for compensation (<i>Hayward & Associates PLLC's Second Interim Application for Compensation and Reimbursement of Expenses for the Period from April 1, 2020 through June 30, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 4/1/2020 to 6/30/2020, Fee: \$60,570.00, Expenses: \$525.80. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--Invoices) (Annable, Zachery)</p>
08/18/2020	<p>● 965 (3 pgs) Order granting motion to seal documents (related document # 963) Entered on 8/18/2020. (Okafor, M.)</p>
08/18/2020	<p>● 966 SEALED document regarding: email correspondence produced by Highland Capital Management, L.P. in connection with Acis's bankruptcy cases and bates labeled CONFIDENTIAL Highland0035395- Highland0035405 per court order filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. (RE: related document(s)965 Order on motion to seal). (Chiarello, Annmarie)</p>
08/18/2020	<p>● 967 (8 pgs) Certificate of service re: <i>Documents Served on August 13, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)947 Joint Motion to continue hearing on (related documents 771 Objection to claim) (<i>Joint Motion to Continue Status Conference</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 948 Motion to file document under seal. (<i>Debtor's Motion for Entry of an Order Authorizing Filing under Seal of the Debtor's Plan of Reorganization and Disclosure Statement</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P., 949 Motion to extend or limit the exclusivity period (RE: related document(s)820 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P., 951 Order granting joint motion to continue hearing on (related document 947) (related documents Objection to claim) Status Conference to be held on 8/19/2020 at 09:30 AM at Dallas Judge Jernigan Ctrm. Entered on 8/13/2020. (Okafor, M.), 952 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)949 Motion to extend or limit the exclusivity period (RE: related document(s)820 Order on motion to extend/shorten time) Filed by Debtor Highland Capital Management, L.P.</p>

	(Attachments: # 1 Exhibit A - Proposed Order)). Hearing to be held on 9/10/2020 at 02:30 PM Dallas Judge Jernigan Ctrm for 949 , filed by Debtor Highland Capital Management, L.P., 954 Amended Notice of hearing (<i>Amended Notice of Status Conference</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 771 Objection to claim(s) 3 of Creditor(s) Acis Capital Management L.P. and Acis Capital Management GP, LLC.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 7/23/2020.). Status Conference to be held on 8/19/2020 at 09:30 AM at Dallas Judge Jernigan Ctrm. filed by Debtor Highland Capital Management, L.P., 955 Order granting motion to seal documents (related document 948) Entered on 8/13/2020. (Okafor, M.)). (Kass, Albert)
08/19/2020	968 Hearing held on 8/19/2020. (RE: related document(s) 771 Objection to claim(s) 3 of Creditor(s) Acis Capital Management L.P. and Acis Capital Management GP, LLC., filed by Debtor Highland Capital Management, L.P., (Appearances: J. Pomeranz, I. Karesh, Z. Annabel, and M. Hayward for Debtors; R. Patel and B. Shaw for Acis; P. Montgomery for Unsecured Creditors Committee; J. Bonds for J. Dondero; A. Clubock for UBS; T. Masherin for Crusader Redeemer Committee. Nonevidentiary status conference. Court heard and approved concept for a partial scheduling order, contemplating cross motions for summary judgment and setting thereon for 10/20/20 at 9:30 am to the extend this matter is not resolved in mediation. Mr. Pomeranz to draft order consistent with the terms of what was announced.) (Edmond, Michael)
08/19/2020	969 (57 pgs) Application for compensation <i>Sidley Austin, LLP's Ninth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 7/1/2020 to 7/31/2020, Fee: \$531,094.32, Expenses: \$10,470.96. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 9/9/2020. (Hoffman, Juliana)
08/19/2020	970 (4 pgs) Stipulation by Highland Capital Management, L.P. and Integrated Financial Associates, Inc.. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 868 Objection to claim). (Annable, Zachery)
08/19/2020	971 (394 pgs) Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from April 1, 2020 through July 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 4/1/2020 to 7/31/2020, Fee: \$3,475,794.50, Expenses: \$12,205.15. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 9/9/2020. (Pomerantz, Jeffrey)
08/19/2020	972 (23 pgs) Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from March 1, 2020 through May 31, 2020</i> for Mercer (US) Inc., Consultant, Period: 3/1/2020 to 5/31/2020, Fee: \$54,029.98, Expenses: \$2,151.69. Filed by Consultant Mercer (US) Inc. Objections due by 9/9/2020. (Pomerantz, Jeffrey)
08/19/2020	973 (6 pgs; 2 docs) Support/supplemental document (<i>Notice of Filing of Executed Signature Pages to Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 944 Chapter 11 plan). (Attachments: # 1 Exhibit A) (Annable, Zachery)
08/19/2020	974 (6 pgs; 2 docs) Support/supplemental document (<i>Notice of Filing of Executed Signature Pages to Disclosure Statement for the Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 945 Disclosure statement). (Attachments: # 1 Exhibit A) (Annable, Zachery)
08/19/2020	975 (148 pgs; 4 docs) Application for compensation (<i>Consolidated Monthly and First Interim Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period November 1, 2019 through June 30, 2020</i>) for Wilmer Cutler Pickering Hale and Dorr LLP, Special Counsel, Period: 11/1/2019 to 6/30/2020, Fee: \$615,941.40, Expenses: \$2,701.56. Filed by Other

08/19/2020	<p>● 976 (6 pgs) Notice of hearing (<i>Omnibus Notice of Hearing on Second Interim Applications for Compensation and Reimbursement of Expenses of Estate Professionals</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)831 Application for compensation <i>Sidley Austin LLP's Second Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2020 to 5/31/2020, Fee: \$1,573,850.25, Expenses: \$22,930.21. Filed by Objections due by 8/4/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F), 883 Application for compensation <i>Second Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 3/1/2020 to 5/31/2020, Fee: \$1,488,533.4, Expenses: \$23,515.26. Filed by Objections due by 8/11/2020., 924 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April, 2020 through July 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 4/1/2020 to 7/31/2020, Fee: \$87,931.00, Expenses: \$833.49. Filed by Attorney Holland N. O'Neil Objections due by 8/27/2020. (Attachments: # 1 Exhibit A - Invoices # 2 Proposed Order Exhibit B - Proposed Order) (O'Neil, Holland), 964 Application for compensation (<i>Hayward & Associates PLLC's Second Interim Application for Compensation and Reimbursement of Expenses for the Period from April 1, 2020 through June 30, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 4/1/2020 to 6/30/2020, Fee: \$60,570.00, Expenses: \$525.80. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--Invoices), 971 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from April 1, 2020 through July 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 4/1/2020 to 7/31/2020, Fee: \$3,475,794.50, Expenses: \$12,205.15. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 9/9/2020., 972 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from March 1, 2020 through May 31, 2020</i> for Mercer (US) Inc., Consultant, Period: 3/1/2020 to 5/31/2020, Fee: \$54,029.98, Expenses: \$2,151.69. Filed by Consultant Mercer (US) Inc. Objections due by 9/9/2020., 975 Application for compensation (<i>Consolidated Monthly and First Interim Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period November 1, 2019 through June 30, 2020</i>) for Wilmer Cutler Pickering Hale and Dorr LLP, Special Counsel, Period: 11/1/2019 to 6/30/2020, Fee: \$615,941.40, Expenses: \$2,701.56. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP (Attachments: # 1 Exhibit A-1 # 2 Exhibit A-2 # 3 Exhibit B)). Hearing to be held on 9/10/2020 at 02:30 PM Dallas Judge Jernigan Ctrm for 964 and for 831 and for 975 and for 972 and for 971 and for 924 and for 883, (Annable, Zachery)</p>
08/20/2020	<p>● 977 (3 pgs) Amended Notice of hearing (<i>Amended Notice of Status Conference</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)928 Objection to claim(s) of Creditor(s) UBS Securities LLC and UBS AG, London Branch.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 9/9/2020. (Attachments: # 1 Exhibit 18 # 2 Exhibit 19)). Status Conference to be held on 10/6/2020 at 01:30 PM at Dallas Judge Jernigan Ctrm. (Annable, Zachery)</p>
08/20/2020	<p>● 978 (7 pgs) Order approving joint stipulation extending response deadline to Debtor's objection to proof of claim No. 93 of Integrated Financial Associates, Inc. (RE: related document(s)970 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 8/20/2020 (Okafor, M.)</p>
08/20/2020	<p>● 979 (15 pgs) Certificate of service re: 1) <i>Webex Meeting Invitation to participate electronically in the hearing on Wednesday, August 19, 2020 at 9:30 a.m. Central Time before the Honorable Stacey G. Jernigan</i>; 2) <i>Instructions for any counsel and parties who wish to participate in the Hearing</i>; and 3) <i>Notice of and Hayward & Associates PLLC's Second Interim Application for Compensation and Reimbursement of Expenses for the Period from April 1, 2020 Through June 30, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)964 Application for compensation (<i>Hayward & Associates PLLC's Second Interim Application for Compensation and Reimbursement of Expenses for the Period from April 1, 2020 through June 30, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 4/1/2020 to 6/30/2020, Fee: \$60,570.00, Expenses: \$525.80. Filed by Other</p>

Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--Invoices) filed by Other Professional Hayward & Associates PLLC). (Kass, Albert)

08/20/2020

[980](#) (12 pgs) Certificate of service re: *Documents Served on August 19, 2020* Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)[969](#) Application for compensation *Sidley Austin, LLP's Ninth Monthly Application for Compensation and Reimbursement of Expenses* for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 7/1/2020 to 7/31/2020, Fee: \$531,094.32, Expenses: \$10,470.96. Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 9/9/2020. filed by Creditor Committee Official Committee of Unsecured Creditors, [970](#) Stipulation by Highland Capital Management, L.P. and Integrated Financial Associates, Inc.. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[868](#) Objection to claim). filed by Debtor Highland Capital Management, L.P., [971](#) Application for compensation *Second Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from April 1, 2020 through July 31, 2020* for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 4/1/2020 to 7/31/2020, Fee: \$3,475,794.50, Expenses: \$12,205.15. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 9/9/2020. filed by Debtor Highland Capital Management, L.P., [972](#) Application for compensation *Second Interim Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from March 1, 2020 through May 31, 2020* for Mercer (US) Inc., Consultant, Period: 3/1/2020 to 5/31/2020, Fee: \$54,029.98, Expenses: \$2,151.69. Filed by Consultant Mercer (US) Inc. Objections due by 9/9/2020. filed by Consultant Mercer (US) Inc., [975](#) Application for compensation (*Consolidated Monthly and First Interim Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period November 1, 2019 through June 30, 2020*) for Wilmer Cutler Pickering Hale and Dorr LLP, Special Counsel, Period: 11/1/2019 to 6/30/2020, Fee: \$615,941.40, Expenses: \$2,701.56. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP (Attachments: # 1 Exhibit A-1 # 2 Exhibit A-2 # 3 Exhibit B), [976](#) Notice of hearing (*Omnibus Notice of Hearing on Second Interim Applications for Compensation and Reimbursement of Expenses of Estate Professionals*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)[831](#) Application for compensation *Sidley Austin LLP's Second Interim Application for Compensation and Reimbursement of Expenses* for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2020 to 5/31/2020, Fee: \$1,573,850.25, Expenses: \$22,930.21. Filed by Objections due by 8/4/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F), [883](#) Application for compensation *Second Interim Application for Compensation and Reimbursement of Expenses* for FTI Consulting, Inc., Financial Advisor, Period: 3/1/2020 to 5/31/2020, Fee: \$1,488,533.4, Expenses: \$23,515.26. Filed by Objections due by 8/11/2020., [924](#) Application for compensation *Second Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April, 2020 through July 31, 2020* for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 4/1/2020 to 7/31/2020, Fee: \$87,931.00, Expenses: \$833.49. Filed by Attorney Holland N. O'Neil Objections due by 8/27/2020. (Attachments: # 1 Exhibit A - Invoices # 2 Proposed Order Exhibit B - Proposed Order) (O'Neil, Holland), [964](#) Application for compensation (*Hayward & Associates PLLC's Second Interim Application for Compensation and Reimbursement of Expenses for the Period from April 1, 2020 through June 30, 2020*) for Hayward & Associates PLLC, Debtor's Attorney, Period: 4/1/2020 to 6/30/2020, Fee: \$60,570.00, Expenses: \$525.80. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--Invoices), [971](#) Application for compensation *Second Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from April 1, 2020 through July 31, 2020* for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 4/1/2020 to 7/31/2020, Fee: \$3,475,794.50, Expenses: \$12,205.15. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 9/9/2020., [972](#) Application for compensation *Second Interim Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from March 1, 2020 through May 31, 2020* for Mercer (US) Inc., Consultant, Period: 3/1/2020 to 5/31/2020, Fee: \$54,029.98, Expenses: \$2,151.69. Filed by Consultant Mercer (US) Inc. Objections due by 9/9/2020., [975](#) Application for compensation (*Consolidated Monthly and First Interim Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period November 1, 2019 through June 30, 2020*) for Wilmer Cutler Pickering Hale and Dorr LLP, Special Counsel, Period: 11/1/2019 to 6/30/2020, Fee: \$615,941.40, Expenses: \$2,701.56. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP (Attachments: # 1 Exhibit A-1 # 2 Exhibit A-2 # 3 Exhibit B)). Hearing to be held on 9/10/2020 at 02:30 PM Dallas Judge Jernigan Ctrm for [964](#) and for [831](#) and for [975](#)

08/21/2020	<p>981 (3 pgs) Certificate (Affidavit of Service) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
08/21/2020	<p>982 (6 pgs) Stipulation by Highland Capital Management, L.P. and Official Committee of Unsecured Creditors. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 Document). (Annable, Zachery)</p>
08/21/2020	<p>983 (5 pgs) Agreed Scheduling Order and Order setting hearing on any timely filed Summary Judgment Motion and Summary Judgment Response (RE: related document(s)771 Objection to claim filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 10/20/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 771, Entered on 8/21/2020 (Okafor, M.) Modified text on 8/21/2020 (Okafor, M.).</p>
08/21/2020	<p>984 (3 pgs) Motion to appear pro hac vice for Tracy M. O'Steen. Fee Amount \$100 Filed by Interested Party Integrated Financial Associates, Inc. (Bryant, M.)</p>
08/23/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28037405, amount \$ 100.00 (re: Doc# 984). (U.S. Treasury)</p>
08/23/2020	<p>985 (12 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)978 Order approving joint stipulation extending response deadline to Debtor's objection to proof of claim No. 93 of Integrated Financial Associates, Inc. (RE: related document(s)970 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 8/20/2020 (Okafor, M.)) No. of Notices: 1. Notice Date 08/23/2020. (Admin.)</p>
08/24/2020	<p>986 (9 pgs) Order approving joint stipulation regarding modification to order approving ordinary course professionals for Robert Half Legal (RE: related document(s)982 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 8/24/2020 (Okafor, M.)</p>
08/24/2020	<p>987 (4 pgs) Stipulation by Highland Capital Management, L.P. and Integrated Financial Associates, Inc.. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)868 Objection to claim). (Annable, Zachery)</p>
08/24/2020	<p>988 (5 pgs) Support/supplemental document <i>Supplement to Second Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April, 2020 through July 31, 2020</i> filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP (RE: related document(s)924 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April, 2020 through July 31, 2020</i> for Foley Gardere). (O'Neil, Holland)</p>
08/25/2020	<p>989 (1 pg) Order granting motion to appear pro hac vice adding Tracy M. O'Steen for Integrated Financial Associates, Inc. (related document # 984) Entered on 8/25/2020. (Okafor, M.)</p>
08/25/2020	<p>990 (7 pgs) Order approving second joint stipulation extending response deadline to Debtor's objection to proof of claim No. 93 of Integrated Financial Associates, Inc. (RE: related document(s)987 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 8/25/2020 (Okafor, M.)</p>
08/25/2020	<p>991 (7 pgs) Certificate of service re: 1) <i>Amended Notice of Status Conference; to be Held on October 6, 2020 at 1:30 p.m. (Central Time); and 2) Order Approving Joint Stipulation Extending Response Deadline to Debtor's Objection to Proof of Claim No. 93 of Integrated Financial Associates, Inc.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)977 Amended Notice of hearing (<i>Amended Notice of Status Conference</i>) filed by Debtor Highland Capital Management, L.P. (RE: related</p>

	<p>document(s)<u>928</u> Objection to claim(s) of Creditor(s) CBS Securities LLC and CBS AG, London Branch.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 9/9/2020. (Attachments: # 1 Exhibit 18 # 2 Exhibit 19)). Status Conference to be held on 10/6/2020 at 01:30 PM at Dallas Judge Jernigan Ctrm. filed by Debtor Highland Capital Management, L.P., <u>978</u> Order approving joint stipulation extending response deadline to Debtor's objection to proof of claim No. 93 of Integrated Financial Associates, Inc. (RE: related document(s)<u>970</u> Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 8/20/2020 (Okafor, M.)). (Kass, Albert)</p>
08/25/2020	<p><u>992</u> (11 pgs) Certificate of service re: 1) <i>Affidavit of Service of Karina Yee re: Action by Written Consent of Stockholders in Lieu of Special Meeting (Cornerstone Healthcare Group Holding, Inc.)</i>; 2) <i>Joint Stipulation Regarding Modification to Order Approving Ordinary Course Professionals for Robert Half Legal</i>; and 3) <i>Agreed Scheduling Order Regarding Objections to Proof of Claim of Acis Capital Management, L.P. and Acis Capital Management GP, LLC</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)<u>981</u> Certificate (Affidavit of Service) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., <u>982</u> Stipulation by Highland Capital Management, L.P. and Official Committee of Unsecured Creditors. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)<u>176</u> Document). filed by Debtor Highland Capital Management, L.P., <u>983</u> Agreed Scheduling Order and Order setting hearing on any timely filed Summary Judgment Motion and Summary Judgment Response (RE: related document(s)<u>771</u> Objection to claim filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 10/20/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for <u>771</u>, Entered on 8/21/2020 (Okafor, M.) Modified text on 8/21/2020 (Okafor, M.)). (Kass, Albert)</p>
08/26/2020	<p><u>993</u> (1 pg) Request for transcript regarding a hearing held on 8/19/2020. The requested turn-around time is daily. (Edmond, Michael)</p>
08/26/2020	<p><u>994</u> (2 pgs) Response opposed to (related document(s): <u>906</u> Objection to claim filed by Debtor Highland Capital Management, L.P.) filed by Creditor Paul N. Adkins . (Dugan, S.) Filed by Creditor Paul N. Adkins (related document(s)<u>906</u> Objection to claim(s) of Creditor(s) Daniel Sheehan and Associates, PLLC; Dun & Bradstreet; Eastern Point Trust Company, Inc.; Collin County Tax Assessor/Collector; Collin County Tax Assessor/Collector; Dallas County; Opus 2 International Inc.; Andrew Parmentier; 4CAST Inc.; Advent Software Inc.; ConvergeOne, Inc.; Denton County; Internal Revenue Service; Kaufman County; Maples and Calder; McLagen Partners, Inc.; Microsoft Corporation and Microsoft Licensing GP, a Subsidiary of Microsoft Corporation; Moodys Analytics, Inc.; Quintairos, Prieto, Wood & Boyer; Advisors Equity Group, LLC; Eagle Equity Advisors, LLC; HCRE Partner, LLC; Highland Capital Management Fund Advisors; Highland Capital Management Fund Advisors; Highland Capital Management Services, Inc.; Highland Capital Management Services, Inc.; Highland Energy MLP Fund; Highland Fixed Income Fund; Highland Floating Rate Fund; Highland Funds I; Highland Funds II; Highland Global Allocation Fund; Highland Healthcare Opportunities Fund; Highland iBoxx Senior Loan ETF; Highland Income Fund HFRO; Highland Long/Short Equity Fund; Highland Merger Arbitrage Fund; Highland Opportunistic Credit Fund; Highland Small-Cap Equity Fund; Highland Socially Responsible Equity Fund; Highland Tax-Exempt Fund; Highland Total Return Fund; NexBank SSB; NexPoint Advisors, L.P.; NexPoint Advisors, L.P.; NexPoint Capital, Inc.; NexPoint Capital, Inc.; NexPoint Discount Strategies Fund; NexPoint Energy and Material Opportunities Fund; NexPoint Event-Driven Fund; NexPoint Healthcare Opportunities Fund; NexPoint Latin America Opportunities Fund; NexPoint Real Estate Strategies Fund; NexPoint Strategic Opportunities Fund; The Dugaboy Investment Trust; The Dugaboy Investment Trust; Bentley Callan; City of Garland; Clay Callan; Eastern Point Trust Company, Inc.; Garland Independent School District; Grayson County; HarbourVest 2017 Global Fund L.P.; HarbourVest 2017 Global AIF L.P.; HarbourVest Partners L.P. on behalf of funds and accounts under management; HarbourVest Dover Street IX Investment L.P.; HarbourVest Skew Base AIF L.P.; Hartman Wanzor LLP; Irving ISD; John Morris; John R. Watkins; Linear Technologies, Inc.; Mass. Dept. of Revenue; Mediant Communications Inc.; Oklahoma Tax Commission; Jun Park; Paul N. Adkins; Paul N. Adkins; Tarrant County; Theodore N. Dameris; Theodore N. Dameris; Weijun Zang; Anish Tailor; Mollie Boyce-Field; Charles Byrne; Donald Salvino; Ericka Garcia; Garman Turner Gordon; Joe Kingsley; Frederic Mason; TDA Associates, Inc.; Wilkinson Center.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 9/1/2020. (Attachments: # 1 Exhibit A--Proposed Order and Schedules 1-7) filed by Debtor Highland Capital Management, L.P.). (COURT NOTE: Signature of filer not included. Amended response with signature requested) (Dugan, S.)</p>

08/26/2020	<p>● 995 (19 pgs; 2 docs) Adversary case 20-03105. Complaint by Highland Capital Management, L.P. against Hunter Mountain Investment Trust. Fee Amount \$350 (Attachments: # 1 Adversary Proceeding Cover Sheet). Nature(s) of suit: 81 (Subordination of claim or interest). 91 (Declaratory judgment). (Annable, Zachery)</p>
08/26/2020	<p>● 996 (34 pgs) Objection to claim(s) of Creditor(s) Redeemer Committee of the Highland Crusader Fund - Proof of Claim No. 72.. Filed by Interested Parties UBS AG London Branch, UBS Securities LLC. (Sosland, Martin)</p>
08/26/2020	<p>● 997 (9 pgs; 2 docs) Motion to file document under seal. <i>(With the Objection to the Proof of Claim Filed by Redeemer Committee of the Highland Crusader Fund)</i> Filed by Interested Parties UBS AG London Branch, UBS Securities LLC (Attachments: # 1 Proposed Order Ex A) (Sosland, Martin)</p>
08/26/2020	<p>● 998 (20 pgs) Transcript regarding Hearing Held 08/19/2020 (20 pages) RE: Status Conference on Objection to Claim. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 11/24/2020. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 968 Hearing held on 8/19/2020. (RE: related document(s) 771 Objection to claim(s) 3 of Creditor(s) Acis Capital Management L.P. and Acis Capital Management GP, LLC., filed by Debtor Highland Capital Management, L.P., (Appearances: J. Pomeranz, I. Karesh, Z. Annabel, and M. Hayward for Debtors; R. Patel and B. Shaw for Acis; P. Montgomery for Unsecured Creditors Committee; J. Bonds for J. Dondero; A. Clubock for UBS; T. Masherin for Crusader Redeemer Committee. Nonevidentiary status conference. Court heard and approved concept for a partial scheduling order, contemplating cross motions for summary judgment and setting thereon for 10/20/20 at 9:30 am to the extend this matter is not resolved in mediation. Mr. Pomeranz to draft order consistent with the terms of what was announced.)). Transcript to be made available to the public on 11/24/2020. (Rehling, Kathy)</p>
08/27/2020	<p>● 999 (10 pgs; 2 docs) Motion to file document under seal. <i>(Debtor's Motion for Entry of an Order Authorizing Filing under Seal Certain of the Exhibits to Debtor's Objection to Proofs of Claim 190 and 191 of UBS Securities LLC and UBS AG, London Branch)</i> Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)</p>
08/27/2020	<p>● 1000 (14 pgs) Certificate of service re: 1) <i>Order Approving Joint Stipulation Regarding Modification to Order Approving Ordinary Course Professionals for Robert Half Legal</i>; 2) <i>Second Joint Stipulation Extending Response Deadline to Debtor's Objection to Proof of Claim No. 93 of Integrated Financial Associates, Inc.</i>; and 3) <i>Supplement to the Second Interim Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April 1, 2020 Through July 21, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 986 Order approving joint stipulation regarding modification to order approving ordinary course professionals for Robert Half Legal (RE: related document(s) 982 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 8/24/2020 (Okafor, M.), 987 Stipulation by Highland Capital Management, L.P. and Integrated Financial Associates, Inc.. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 868 Objection to claim). filed by Debtor Highland Capital Management, L.P., 988 Support/supplemental document <i>Supplement to Second Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April, 2020 through July 31, 2020</i> filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP (RE: related document(s) 924 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April, 2020 through July 31, 2020</i> for Foley Gardere). (O'Neil, Holland) filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP). (Kass, Albert)</p>
08/27/2020	<p>● 1001 (11 pgs) Certificate of service re: <i>Order Approving Second Joint Stipulation Extending Response Deadline to Debtor's Objection to Proof of Claim No. 93 of Integrated Financial Associates, Inc.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 990 Order approving second joint stipulation extending response deadline to Debtor's objection to proof of claim No. 93 of Integrated</p>

	Financial Associates, Inc. (RE: related document(s) 987 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 8/25/2020 (Okafor, M.)). (Kass, Albert)
08/27/2020	1002 (14 pgs) Response unopposed to (related document(s): 924 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April, 2020 through July 31, 2020</i> for Foley Gardere filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP) filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P.. (Chiarello, Annmarie)
08/27/2020	1003 (6 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 989 Order granting motion to appear pro hac vice adding Tracy M. O'Steen for Integrated Financial Associates, Inc. (related document 984) Entered on 8/25/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 08/27/2020. (Admin.)
08/27/2020	1004 (12 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 990 Order approving second joint stipulation extending response deadline to Debtor's objection to proof of claim No. 93 of Integrated Financial Associates, Inc. (RE: related document(s) 987 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 8/25/2020 (Okafor, M.)) No. of Notices: 1. Notice Date 08/27/2020. (Admin.)
08/28/2020	1005 (2 pgs) Order granting motion to seal certain of the exhibits to proofs of claim 190 and 191 of UBS Securities and UBS AG, London Branch (related document # 999) Entered on 8/28/2020. (Okafor, M.)
08/31/2020	1006 (2 pgs) Amended Response opposed to (related document(s): 906 Objection to claim filed by Debtor Highland Capital Management, L.P.) filed by Creditor Paul N. Adkins . (Rielly, Bill)
08/31/2020	1007 (3 pgs) Amended Notice of hearing (<i>Amended Notice of Hearing on Objection to Proof of Claim No. 93 of Integrated Financial Associates, Inc.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 868 Objection to claim(s) of Creditor(s) Integrated Financial Associates, Inc... Filed by Debtor Highland Capital Management, L.P.. Responses due by 8/19/2020.). Hearing to be held on 10/14/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 868 , (Annable, Zachery)
08/31/2020	1008 (25 pgs; 2 docs) Adversary case 20-03107. Complaint by Highland Capital Management, L.P. against Patrick Daugherty. Fee Amount \$350 (Attachments: # 1 Adversary Cover Sheet). Nature(s) of suit: 81 (Subordination of claim or interest). (Annable, Zachery)
08/31/2020	1009 SEALED document regarding: Exhibit 20 to Debtor's Objection to Proofs of Claim 190 and 191 of UBS Securities LLC and UBS AG, London Branch per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1005 Order on motion to seal). (Annable, Zachery)
08/31/2020	1010 SEALED document regarding: Exhibit 21 to Debtor's Objection to Proofs of Claim 190 and 191 of UBS Securities LLC and UBS AG, London Branch per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1005 Order on motion to seal). (Annable, Zachery)
08/31/2020	1011 SEALED document regarding: Exhibit 22 to Debtor's Objection to Proofs of Claim 190 and 191 of UBS Securities LLC and UBS AG, London Branch per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1005 Order on motion to seal). (Annable, Zachery)
08/31/2020	1012 SEALED document regarding: Exhibit 23 to Debtor's Objection to Proofs of Claim 190 and 191 of UBS Securities LLC and UBS AG, London Branch per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1005 Order on motion to seal). (Annable, Zachery)
08/31/2020	1013 SEALED document regarding: Exhibit 24 to Debtor's Objection to Proofs of Claim 190 and 191 of UBS Securities LLC and UBS AG, London Branch per court order filed by Debtor Highland

	Capital Management, L.P. (RE: related document(s) 1004 Order on motion to seal). (Annable, Zachery)
09/01/2020	1014 (9 pgs) Debtor-in-possession monthly operating report for filing period July 1, 2020 to July 31, 2020 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
09/01/2020	1015 (4 pgs) Stipulation by Highland Capital Management, L.P. and Integrated Financial Associates, Inc.. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 868 Objection to claim). (Annable, Zachery)
09/01/2020	1016 (3 pgs) Certificate No Objection filed by Other Professional Hayward & Associates PLLC (RE: related document(s) 917 Application for compensation (<i>Sixth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from May 1, 2020 through May 31, 2020</i>) for Hayward & Associate). (Annable, Zachery)
09/01/2020	1017 (3 pgs) Certificate No Objection filed by Other Professional Hayward & Associates PLLC (RE: related document(s) 931 Application for compensation (<i>Seventh Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from June 1, 2020 through June 30, 2020</i>) for Hayward & Assoc). (Annable, Zachery)
09/01/2020	1018 (4 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s) 934 Application for compensation <i>Eighth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 6/1/2020 to 6/30/2020, Fee: \$328,185.72, Expenses: \$440.33.). (Hoffman, Juliana)
09/01/2020	1019 (5 pgs) Objection to (related document(s): 906 Objection to claim Filed by Debtor Highland Capital Management, L.P. filed by Creditor COLLIN COUNTY TAX ASSESSOR/COLLECTOR. (Lopez, Paul). MODIFIED to correct linkage on 9/2/2020 (Ecker, C.).
09/01/2020	1020 (7 pgs) Certificate of service re: <i>Debtor's Motion for Entry of an Order Authorizing Filing under Seal Certain of the Exhibits to Debtor's Objection to Proofs of Claim 190 and 191 of UBS Securities LLC and UBS AG, London Branch</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 999 Motion to file document under seal. (<i>Debtor's Motion for Entry of an Order Authorizing Filing under Seal Certain of the Exhibits to Debtor's Objection to Proofs of Claim 190 and 191 of UBS Securities LLC and UBS AG, London Branch</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
09/02/2020	1021 (7 pgs) Order approving third joint stipulation extending response deadline to Debtor's objection to proof of claim No. 93 of Integrated Financial Associates, Inc (RE: related document(s) 1015 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 9/2/2020 (Okafor, M.)
09/02/2020	1022 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 936 Application for compensation <i>Tenth Monthly Application for Compensation and for Reimbursement of Expenses for the Period from July 1, 2020 through July 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 7/1/2020 to 7/31/2020, F). (Pomerantz, Jeffrey)
09/02/2020	1023 (7 pgs) Certificate of service re: <i>Order Granting Debtor's Motion for Entry of an Order Authorizing Filing Under Seal Certain of the Exhibits to Debtor's Objection to Proofs of Claim 190 and 191 of UBS Securities LLC and UBS AG, London Branch</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1005 Order granting motion to seal certain of the exhibits to proofs of claim 190 and 191 of UBS Securities and UBS AG, London Branch (related document 999) Entered on 8/28/2020. (Okafor, M.)). (Kass, Albert)
09/03/2020	1024 (11 pgs) Certificate of service re: <i>Amended Notice of Hearing on Objection to Proof of Claim No. 93 of Integrated Financial Associates, Inc.; to be Held on October 14, 2020 at 1:30 PM (Central Time)</i>

	<p>Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1007 Amended Notice of hearing (<i>Amended Notice of Hearing on Objection to Proof of Claim No. 93 of Integrated Financial Associates, Inc.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 868 Objection to claim(s) of Creditor(s) Integrated Financial Associates, Inc... Filed by Debtor Highland Capital Management, L.P.. Responses due by 8/19/2020.). Hearing to be held on 10/14/2020 at 01:30 PM Dallas Judge Jernigan Ctrm for 868, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
09/04/2020	<p>1025 (21 pgs; 3 docs) Motion to compromise controversy with Carey International, Inc.. (<i>Motion of the Debtor for Entry of an Order Approving Settlement with Carey International, Inc. [Claim No. 68] and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. Objections due by 9/28/2020. (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B--Settlement Agreement) (Annable, Zachery)</p>
09/04/2020	<p>1026 (5 pgs) Objection to (related document(s): 949 Motion to extend or limit the exclusivity period (RE: related document(s) 820 Order on motion to extend/shorten time) filed by Debtor Highland Capital Management, L.P.) filed by Creditor Committee Official Committee of Unsecured Creditors. (Hoffman, Juliana)</p>
09/04/2020	<p>1027 (11 pgs) Certificate of service re: <i>Third Joint Stipulation Extending Response Deadline to Debtor's Objection to Proof of Claim No. 93 of Integrated Financial Associates, Inc.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1015 Stipulation by Highland Capital Management, L.P. and Integrated Financial Associates, Inc.. filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 868 Objection to claim). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
09/05/2020	<p>1028 (37 pgs) Witness and Exhibit List for <i>Hearing on September 10, 2020</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 831 Application for compensation <i>Sidley Austin LLP's Second Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2020 to 5/31/2020, Fee: \$1,5, 883 Application for compensation <i>Second Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 3/1/2020 to 5/31/2020, Fee: \$1,488,533.4, Expenses: \$23,515.26., 924 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April, 2020 through July 31, 2020</i> for Foley Gardere, 949 Motion to extend or limit the exclusivity period (RE: related document(s) 820 Order on motion to extend/shorten time), 964 Application for compensation (<i>Hayward & Associates PLLC's Second Interim Application for Compensation and Reimbursement of Expenses for the Period from April 1, 2020 through June 30, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorn, 971 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from April 1, 2020 through July 31, 202</i>, 972 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from March 1, 2020 through May 31, 2020 for Mercer (US)</i>, 975 Application for compensation (<i>Consolidated Monthly and First Interim Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for</i>). (Hayward, Melissa)</p>
09/08/2020	<p>1029 (11 pgs) Certificate of service re: <i>Order Approving Third Joint Stipulation Extending Response Deadline to Debtor's Objection to Proof of Claim No. 93 of Integrated Financial Associates, Inc.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1021 Order approving third joint stipulation extending response deadline to Debtor's objection to proof of claim No. 93 of Integrated Financial Associates, Inc (RE: related document(s) 1015 Stipulation filed by Debtor Highland Capital Management, L.P.). Entered on 9/2/2020 (Okafor, M.)). (Kass, Albert)</p>
09/08/2020	<p>1030 (5 pgs) Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to July 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE</p>

	CERTAIN PROFESSIONALS UTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.). (Annable, Zachery)
09/09/2020	<p>● 1031 (3 pgs) Motion to appear pro hac vice for James E. O'Neill. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
09/09/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28083098, amount \$ 100.00 (re: Doc# 1031). (U.S. Treasury)</p>
09/09/2020	<p>● 1032 (8 pgs) Notice (<i>Notice of Agenda of Matters Scheduled for Hearing on September 10, 2020 at 2:30 p.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)976 Notice of hearing (<i>Omnibus Notice of Hearing on Second Interim Applications for Compensation and Reimbursement of Expenses of Estate Professionals</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)831 Application for compensation <i>Sidley Austin LLP's Second Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2020 to 5/31/2020, Fee: \$1,573,850.25, Expenses: \$22,930.21. Filed by Objections due by 8/4/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F), 883 Application for compensation <i>Second Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 3/1/2020 to 5/31/2020, Fee: \$1,488,533.4, Expenses: \$23,515.26. Filed by Objections due by 8/11/2020., 924 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April, 2020 through July 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 4/1/2020 to 7/31/2020, Fee: \$87,931.00, Expenses: \$833.49. Filed by Attorney Holland N. O'Neil Objections due by 8/27/2020. (Attachments: # 1 Exhibit A - Invoices # 2 Proposed Order Exhibit B - Proposed Order) (O'Neil, Holland), 964 Application for compensation (<i>Hayward & Associates PLLC's Second Interim Application for Compensation and Reimbursement of Expenses for the Period from April 1, 2020 through June 30, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 4/1/2020 to 6/30/2020, Fee: \$60,570.00, Expenses: \$525.80. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--Invoices), 971 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from April 1, 2020 through July 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 4/1/2020 to 7/31/2020, Fee: \$3,475,794.50, Expenses: \$12,205.15. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 9/9/2020., 972 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from March 1, 2020 through May 31, 2020</i> for Mercer (US) Inc., Consultant, Period: 3/1/2020 to 5/31/2020, Fee: \$54,029.98, Expenses: \$2,151.69. Filed by Consultant Mercer (US) Inc. Objections due by 9/9/2020., 975 Application for compensation (<i>Consolidated Monthly and First Interim Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period November 1, 2019 through June 30, 2020</i>) for Wilmer Cutler Pickering Hale and Dorr LLP, Special Counsel, Period: 11/1/2019 to 6/30/2020, Fee: \$615,941.40, Expenses: \$2,701.56. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP (Attachments: # 1 Exhibit A-1 # 2 Exhibit A-2 # 3 Exhibit B)). Hearing to be held on 9/10/2020 at 02:30 PM Dallas Judge Jernigan Ctrm for 964 and for 831 and for 975 and for 972 and for 971 and for 924 and for 883). (Annable, Zachery)</p>
09/09/2020	<p>● 1033 (3 pgs) Order granting motion to seal documents (related document # 997) Entered on 9/9/2020. (Okafor, M.)</p>
09/09/2020	<p>● 1034 (3 pgs) Certificate No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)975 Application for compensation (<i>Consolidated Monthly and First Interim Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for</i>). (Annable, Zachery)</p>

09/09/2020	<p>● 1035 (3 pgs) Certificate No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)972 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from March 1, 2020 through May 31, 2020</i> for Mercer (US)). (Annable, Zachery)</p>
09/09/2020	<p>● 1036 (3 pgs) Certificate No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)971 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from April 1, 2020 through July 31, 2020</i>). (Annable, Zachery)</p>
09/09/2020	<p>● 1037 (3 pgs) Certificate No Objection filed by Other Professional Hayward & Associates PLLC (RE: related document(s)964 Application for compensation (<i>Hayward & Associates PLLC's Second Interim Application for Compensation and Reimbursement of Expenses for the Period from April 1, 2020 through June 30, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorn). (Annable, Zachery)</p>
09/09/2020	<p>● 1038 (11 pgs) Certificate of service re: <i>Motion of the Debtor for Entry of an Order Approving Settlement with Carey International, Inc. [Claim No. 68] and Authorizing Actions Consistent Therewith</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1025 Motion to compromise controversy with Carey International, Inc.. (<i>Motion of the Debtor for Entry of an Order Approving Settlement with Carey International, Inc. [Claim No. 68] and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. Objections due by 9/28/2020. (Attachments: # 1 Exhibit A--Proposed Order # 2 Exhibit B--Settlement Agreement) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
09/10/2020	<p>● 1039 SEALED document regarding: Exhibits B and C to the Objection to the Proof of Claim Filed by Redeemer Committee of the Highland Crusader Fund per court order filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1033 Order on motion to seal). (Attachments: # 1 Part 2 # 2 Part 3 # 3 Part 4 # 4 Part 5 # 5 Part 6) (Sosland, Martin)</p>
09/10/2020	<p>● 1040 (4 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)969 Application for compensation <i>Sidley Austin, LLP's Ninth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 7/1/2020 to 7/31/2020, Fee: \$531). (Hoffman, Juliana)</p>
09/10/2020	<p>● 1041 (9 pgs) Amended Notice (<i>Amended Notice of Agenda of Matters Scheduled for Hearing on September 10, 2020 at 2:30 p.m. (Central Time)</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)976 Notice of hearing (<i>Omnibus Notice of Hearing on Second Interim Applications for Compensation and Reimbursement of Expenses of Estate Professionals</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)831 Application for compensation <i>Sidley Austin LLP's Second Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2020 to 5/31/2020, Fee: \$1,573,850.25, Expenses: \$22,930.21. Filed by Objections due by 8/4/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F), 883 Application for compensation <i>Second Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 3/1/2020 to 5/31/2020, Fee: \$1,488,533.4, Expenses: \$23,515.26. Filed by Objections due by 8/11/2020., 924 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April, 2020 through July 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 4/1/2020 to 7/31/2020, Fee: \$87,931.00, Expenses: \$833.49. Filed by Attorney Holland N. O'Neil Objections due by 8/27/2020. (Attachments: # 1 Exhibit A - Invoices # 2 Proposed Order Exhibit B - Proposed Order) (O'Neil, Holland), 964 Application for compensation (<i>Hayward & Associates PLLC's Second Interim Application for Compensation and Reimbursement of Expenses for the Period from April 1, 2020 through June 30, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 4/1/2020 to 6/30/2020, Fee: \$60,570.00, Expenses: \$525.80. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--Invoices), 971 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from April 1, 2020 through July 31, 2020</i> for Jeffrey Nathan</p>

	<p>Pomerantz, Debtor's Attorney, Period: 4/1/2020 to 7/31/2020, Fee: \$3,475,794.50, Expenses: \$12,205.15. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 9/9/2020., 972 Application for compensation <i>Second Interim Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from March 1, 2020 through May 31, 2020</i> for Mercer (US) Inc., Consultant, Period: 3/1/2020 to 5/31/2020, Fee: \$54,029.98, Expenses: \$2,151.69. Filed by Consultant Mercer (US) Inc. Objections due by 9/9/2020., 975 Application for compensation (<i>Consolidated Monthly and First Interim Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period November 1, 2019 through June 30, 2020</i>) for Wilmer Cutler Pickering Hale and Dorr LLP, Special Counsel, Period: 11/1/2019 to 6/30/2020, Fee: \$615,941.40, Expenses: \$2,701.56. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP (Attachments: # 1 Exhibit A-1 # 2 Exhibit A-2 # 3 Exhibit B)). Hearing to be held on 9/10/2020 at 02:30 PM Dallas Judge Jernigan Ctrm for 964 and for 831 and for 975 and for 972 and for 971 and for 924 and for 883.) (Annable, Zachery)</p>
09/10/2020	<p>1061 Hearing held on 9/10/2020., Hearing continued (RE: related document(s)949 Motion to extend or limit the exclusivity period (RE: related document(s)820 Order on motion to extend/shorten time) filed by Debtor Highland Capital Management, L.P.,) Continued Hearing to be held on 9/17/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 949, (Appearances: J. Pomeranz, J. Morris, and J. ONeill for Debtor; M. Clemente for Official Unsecured Creditors Committee; R. Patel and B. Shaw for Acis; A. Clubok for UBS; T. Masherin, M. Hankin and M. Platt for Redeemer Committee; B. Assing for J. Dondero; L. Lambert for UST. Evidentiary hearing. Motion continued to 9/17/20 at 9:30 am.) (Edmond, Michael) (Entered: 09/14/2020)</p>
09/10/2020	<p>1062 Hearing held on 9/10/2020. (RE: related document(s)906 Objection to claim(s) of Creditor(s) Daniel Sheehan and Associates, PLLC; Dun & Bradstreet; Eastern Point Trust Company, Inc.; Collin County Tax Assessor/Collector; Collin County Tax Assessor/Collector; Dallas County; Opus 2 International Inc.; Andrew Parmentier; 4CAST Inc.; Advent Software Inc.; ConvergeOne, Inc.; Denton County; Internal Revenue Service; Kaufman County; Maples and Calder; McLagen Partners, Inc.; Microsoft Corporation and Microsoft Licensing GP, a Subsidiary of Microsoft Corporation; Moodys Analytics, Inc.; Quintairos, Prieto, Wood & Boyer; Advisors Equity Group, LLC; Eagle Equity Advisors, LLC; HCRE Partner, LLC; Highland Capital Management Fund Advisors; Highland Capital Management Fund Advisors; Highland Capital Management Services, Inc.; Highland Energy MLP Fund; Highland Fixed Income Fund; Highland Floating Rate Fund; Highland Funds I; Highland Funds II; Highland Global Allocation Fund; Highland Healthcare Opportunities Fund; Highland iBoxx Senior Loan ETF; Highland Income Fund HFRO; Highland Long/Short Equity Fund; Highland Merger Arbitrage Fund; Highland Opportunistic Credit Fund; Highland Small-Cap Equity Fund; Highland Socially Responsible Equity Fund; Highland Tax-Exempt Fund; Highland Total Return Fund; NexBank SSB; NexPoint Advisors, L.P.; NexPoint Advisors, L.P.; NexPoint Capital, Inc.; NexPoint Capital, Inc.; NexPoint Discount Strategies Fund; NexPoint Energy and Material Opportunities Fund; NexPoint Event-Driven Fund; NexPoint Healthcare Opportunities Fund; NexPoint Latin America Opportunities Fund; NexPoint Real Estate Strategies Fund; NexPoint Strategic Opportunities Fund; The Dugaboy Investment Trust; The Dugaboy Investment Trust; Bentley Callan; City of Garland; Clay Callan; Eastern Point Trust Company, Inc.; Garland Independent School District; Grayson County; HarbourVest 2017 Global Fund L.P.; HarbourVest 2017 Global AIF L.P.; HarbourVest Partners L.P. on behalf of funds and accounts under management; HarbourVest Dover Street IX Investment L.P.; HarbourVest Skew Base AIF L.P.; Hartman Wanzor LLP; Irving ISD; John Morris; John R. Watkins; Linear Technologies, Inc.; Mass. Dept. of Revenue; Mediant Communications Inc.; Oklahoma Tax Commission; Jun Park; Paul N. Adkins; Paul N. Adkins; Tarrant County; Theodore N. Dameris; Theodore N. Dameris; Weijun Zang; Anish Tailor; Mollie Boyce-Field; Charles Byrne; Donald Salvino; Ericka Garcia; Garman Turner Gordon; Joe Kingsley; Frederic Mason; TDA Associates, Inc.; Wilkinson Center.. Filed by Debtor Highland Capital Management, L.P.,) (Appearances: J. Pomeranz, J. Morris, and J. ONeill for Debtor; M. Clemente for Official Unsecured Creditors Committee; R. Patel and B. Shaw for Acis; A. Clubok for UBS; T. Masherin, M. Hankin and M. Platt for Redeemer Committee; B. Assing for J. Dondero; L. Lambert for UST. Nonevidentiary hearing. Based on record presented by counsel, certain objections sustained, certain objections resolved, and certain ones carried to a date to be continued. Counsel to upload orders where appropriate and seeking resettings where appropriate.) (Edmond, Michael) (Entered: 09/14/2020)</p>

09/11/2020	● 1042 (3 pgs) Agreed Order regarding first omnibus objection to certain claims - administrative claim of Internal Revenue Service (RE: related document(s) 906 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 9/11/2020 (Dugan, S.)
09/11/2020	● 1043 (2 pgs) Order granting application for compensation (related document # 971) granting for Jeffrey Nathan Pomerantz, fees awarded: \$3470794.50, expenses awarded: \$12205.15 Entered on 9/11/2020. (Dugan, S.)
09/11/2020	● 1044 (2 pgs) Order granting application for compensation (related document # 975) granting for Wilmer Cutler Pickering Hale and Dorr LLP, fees awarded: \$615941.40, expenses awarded: \$2701.56 Entered on 9/11/2020. (Dugan, S.)
09/11/2020	● 1045 (3 pgs) Order granting application for compensation (related document # 924) granting for Foley Gardere, Foley & Lardner LLP, fees awarded: \$63144.80, expenses awarded: \$833.49 Entered on 9/11/2020. (Ecker, C.)
09/11/2020	● 1046 (2 pgs) Order granting application for compensation (related document # 972) granting for Mercer (US) Inc., fees awarded: \$54029.98, expenses awarded: \$297.68 Entered on 9/11/2020. (Ecker, C.)
09/11/2020	● 1047 (2 pgs) Order granting application for compensation (related document # 964) granting for Hayward & Associates PLLC, fees awarded: \$60210.00, expenses awarded: \$525.80 Entered on 9/11/2020. (Ecker, C.)
09/11/2020	● 1048 (2 pgs) Order granting application for compensation (related document # 831) granting for Official Committee of Unsecured Creditors, fees awarded: \$1573850.25, expenses awarded: \$22930.21 Entered on 9/11/2020. (Ecker, C.)
09/11/2020	● 1049 (1 pg) Request for transcript regarding a hearing held on 9/11/2020. The requested turn-around time is daily. (Edmond, Michael)
09/11/2020	● 1050 (1 pg) Order granting motion to appear pro hac vice adding James E. O'Neill for Highland Capital Management, L.P. (related document # 1031) Entered on 9/11/2020. (Ecker, C.)
09/11/2020	● 1051 (2 pgs) Order granting application for compensation (related document # 883) granting for FTI Consulting, Inc., fees awarded: \$1488533.40, expenses awarded: \$23515.26 Entered on 9/11/2020. (Ecker, C.)
09/11/2020	● 1052 (4 pgs) Motion to appear pro hac vice for Erica S. Weisgerber. Fee Amount \$100 Filed by Creditor HarbourVest et al (Driver, Vickie)
09/11/2020	● 1053 (3 pgs) Motion to appear pro hac vice for Daniel E. Stroik. Fee Amount \$100 Filed by Creditor HarbourVest et al (Driver, Vickie)
09/11/2020	● 1054 (3 pgs) Motion to appear pro hac vice for M. Natasha Labovitz. Fee Amount \$100 Filed by Creditor HarbourVest et al (Driver, Vickie)
09/11/2020	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28091874, amount \$ 100.00 (re: Doc# 1052). (U.S. Treasury)
09/11/2020	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28091874, amount \$ 100.00 (re: Doc# 1053). (U.S. Treasury)

09/11/2020	Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28091874, amount \$ 100.00 (re: Doc# 1054). (U.S. Treasury)
09/11/2020	● 1055 (26 pgs) Application for compensation <i>Ninth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 7/1/2020 to 7/31/2020, Fee: \$182,490.32, Expenses: \$1,392.77. Filed by Attorney Juliana Hoffman Objections due by 10/2/2020. (Hoffman, Juliana)
09/11/2020	● 1056 (21 pgs) Certificate of service re: 1) <i>Witness and Exhibit List for Hearing on September 10, 2020</i> ; 2) <i>WebEx Meeting Invitation to participate electronically in the hearing on Thursday, September 10, 2020 at 2:30 p.m. Central Time before the Honorable Stacey G. Jernigan</i> ; and 3) <i>Instructions for any counsel and parties who wish to participate in the Hearing</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1028 <i>Witness and Exhibit List for Hearing on September 10, 2020</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 831 <i>Application for compensation Sidley Austin LLP's Second Interim Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2020 to 5/31/2020, Fee: \$1,5, 883 <i>Application for compensation Second Interim Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 3/1/2020 to 5/31/2020, Fee: \$1,488,533.4, Expenses: \$23,515.26., 924 <i>Application for compensation Second Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April, 2020 through July 31, 2020</i> for Foley Gardere, 949 <i>Motion to extend or limit the exclusivity period</i> (RE: related document(s) 820 <i>Order on motion to extend/shorten time</i>), 964 <i>Application for compensation (Hayward & Associates PLLC's Second Interim Application for Compensation and Reimbursement of Expenses for the Period from April 1, 2020 through June 30, 2020)</i> for Hayward & Associates PLLC, Debtor's Attorn, 971 <i>Application for compensation Second Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from April 1, 2020 through July 31, 202</i> , 972 <i>Application for compensation Second Interim Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from March 1, 2020 through May 31, 2020 for Mercer (US)</i> , 975 <i>Application for compensation (Consolidated Monthly and First Interim Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for)</i> . filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)
09/11/2020	● 1057 (617 pgs; 5 docs) Response to (related document(s): 906 <i>Objection to claim filed by Debtor Highland Capital Management, L.P.</i>) filed by Creditor HarbourVest et al. (Attachments: # 1 <i>Appendix Part 1</i> # 2 <i>Appendix Part 2</i> # 3 <i>Appendix Part 3</i> # 4 <i>Appendix Part 4</i>) (Driver, Vickie). Modified linkage on 9/14/2020 (Rielly, Bill).
09/13/2020	● 1058 (7 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 1044 <i>Order granting application for compensation (related document 975) granting for Wilmer Cutler Pickering Hale and Dorr LLP, fees awarded: \$615941.40, expenses awarded: \$2701.56 Entered on 9/11/2020. (Dugan, S.)) No. of Notices: 1. Notice Date 09/13/2020. (Admin.)</i>
09/13/2020	● 1059 (7 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 1046 <i>Order granting application for compensation (related document 972) granting for Mercer (US) Inc., fees awarded: \$54029.98, expenses awarded: \$297.68 Entered on 9/11/2020. (Ecker, C.)) No. of Notices: 1. Notice Date 09/13/2020. (Admin.)</i>
09/13/2020	● 1060 (6 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 1050 <i>Order granting motion to appear pro hac vice adding James E. O'Neill for Highland Capital Management, L.P. (related document 1031) Entered on 9/11/2020. (Ecker, C.)) No. of Notices: 1. Notice Date 09/13/2020. (Admin.)</i>
09/14/2020	● 1063 (20 pgs) Certificate of service re: 1) <i>Motion for Admission Pro Hac Vice of James E. O'Neill to Represent Highland Capital Management, L.P.</i> ; and 2) <i>Notice of Agenda of Matters Scheduled for Hearing on September 10, 2020 at 2:30 p.m. (Central Time)</i> Filed by Claims Agent Kurtzman Carson Consultants

LLC (related document(s) [1031](#)) Motion to appear pro hac vice for James L. O'Neill. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., [1032](#) Notice (*Notice of Agenda of Matters Scheduled for Hearing on September 10, 2020 at 2:30 p.m. (Central Time)*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) [976](#) Notice of hearing (*Omnibus Notice of Hearing on Second Interim Applications for Compensation and Reimbursement of Expenses of Estate Professionals*) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) [831](#) Application for compensation *Sidley Austin LLP's Second Interim Application for Compensation and Reimbursement of Expenses* for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 3/1/2020 to 5/31/2020, Fee: \$1,573,850.25, Expenses: \$22,930.21. Filed by Objections due by 8/4/2020. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Exhibit D # 5 Exhibit E # 6 Exhibit F), [883](#) Application for compensation *Second Interim Application for Compensation and Reimbursement of Expenses* for FTI Consulting, Inc., Financial Advisor, Period: 3/1/2020 to 5/31/2020, Fee: \$1,488,533.4, Expenses: \$23,515.26. Filed by Objections due by 8/11/2020., [924](#) Application for compensation *Second Interim Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from April, 2020 through July 31, 2020* for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 4/1/2020 to 7/31/2020, Fee: \$87,931.00, Expenses: \$833.49. Filed by Attorney Holland N. O'Neil Objections due by 8/27/2020. (Attachments: # 1 Exhibit A - Invoices # 2 Proposed Order Exhibit B - Proposed Order) (O'Neil, Holland), [964](#) Application for compensation (*Hayward & Associates PLLC's Second Interim Application for Compensation and Reimbursement of Expenses for the Period from April 1, 2020 through June 30, 2020*) for Hayward & Associates PLLC, Debtor's Attorney, Period: 4/1/2020 to 6/30/2020, Fee: \$60,570.00, Expenses: \$525.80. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--Invoices), [971](#) Application for compensation *Second Interim Application for Compensation and for Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel for the Debtor and Debtor in Possession for the Period from April 1, 2020 through July 31, 2020* for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 4/1/2020 to 7/31/2020, Fee: \$3,475,794.50, Expenses: \$12,205.15. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 9/9/2020., [972](#) Application for compensation *Second Interim Application for Compensation and for Reimbursement of Expenses of Mercer (US) Inc. as Compensation Consultant for the Debtor for the Period from March 1, 2020 through May 31, 2020* for Mercer (US) Inc., Consultant, Period: 3/1/2020 to 5/31/2020, Fee: \$54,029.98, Expenses: \$2,151.69. Filed by Consultant Mercer (US) Inc. Objections due by 9/9/2020., [975](#) Application for compensation (*Consolidated Monthly and First Interim Application of Wilmer Cutler Pickering Hale and Dorr LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Regulatory and Compliance Counsel for the Period November 1, 2019 through June 30, 2020*) for Wilmer Cutler Pickering Hale and Dorr LLP, Special Counsel, Period: 11/1/2019 to 6/30/2020, Fee: \$615,941.40, Expenses: \$2,701.56. Filed by Other Professional Wilmer Cutler Pickering Hale and Dorr LLP (Attachments: # 1 Exhibit A-1 # 2 Exhibit A-2 # 3 Exhibit B)). Hearing to be held on 9/10/2020 at 02:30 PM Dallas Judge Jernigan Ctrm for [964](#) and for [831](#) and for [975](#) and for [972](#) and for [971](#) and for [924](#) and for [883](#).) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)

09/16/2020

[1064](#) (49 pgs) Transcript regarding Hearing Held 09/10/2020 (49 pages) RE: Fee Applications; Motion to Extend; Omnibus Objection to Claims. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 12/15/2020. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) [1061](#) Hearing held on 9/10/2020., Hearing continued (RE: related document(s) [949](#) Motion to extend or limit the exclusivity period (RE: related document(s) [820](#) Order on motion to extend/shorten time) filed by Debtor Highland Capital Management, L.P.) Continued Hearing to be held on 9/17/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for [949](#), (Appearances: J. Pomeranz, J. Morris, and J. O'Neill for Debtor; M. Clemente for Official Unsecured Creditors Committee; R. Patel and B. Shaw for Acis; A. Clubok for UBS; T. Masherin, M. Hankin and M. Platt for Redeemer Committee; B. Assing for J. Dondero; L. Lambert for UST. Evidentiary hearing. Motion continued to 9/17/20 at 9:30 am.), [1062](#) Hearing held on 9/10/2020. (RE: related document(s) [906](#) Objection to claim(s) of Creditor(s) Daniel Sheehan and Associates, PLLC; Dun & Bradstreet; Eastern Point Trust Company, Inc.; Collin County Tax Assessor/Collector; Collin County Tax Assessor/Collector; Dallas County; Opus 2 International Inc.; Andrew Parmentier; 4CAST Inc.; Advent Software Inc.; ConvergeOne, Inc.; Denton County; Internal Revenue Service; Kaufman County; Maples and Calder; McLagen Partners, Inc.; Microsoft Corporation and Microsoft Licensing GP, a Subsidiary of Microsoft Corporation; Moodys Analytics, Inc.; Quintairos, Prieto, Wood & Boyer; Advisors Equity Group, LLC; Eagle Equity Advisors, LLC; HCRE Partner, LLC; Highland Capital

	<p>Management Fund Advisors, Highland Capital Management Fund Advisors, Highland Capital Management Services, Inc.; Highland Capital Management Services, Inc.; Highland Energy MLP Fund; Highland Fixed Income Fund; Highland Floating Rate Fund; Highland Funds I; Highland Funds II; Highland Global Allocation Fund; Highland Healthcare Opportunities Fund; Highland iBoxx Senior Loan ETF; Highland Income Fund HFRO; Highland Long/Short Equity Fund; Highland Merger Arbitrage Fund; Highland Opportunistic Credit Fund; Highland Small-Cap Equity Fund; Highland Socially Responsible Equity Fund; Highland Tax-Exempt Fund; Highland Total Return Fund; NexBank SSB; NexPoint Advisors, L.P.; NexPoint Advisors, L.P.; NexPoint Capital, Inc.; NexPoint Capital, Inc.; NexPoint Discount Strategies Fund; NexPoint Energy and Material Opportunities Fund; NexPoint Event-Driven Fund; NexPoint Healthcare Opportunities Fund; NexPoint Latin America Opportunities Fund; NexPoint Real Estate Strategies Fund; NexPoint Strategic Opportunities Fund; The Dugaboy Investment Trust; The Dugaboy Investment Trust; Bentley Callan; City of Garland; Clay Callan; Eastern Point Trust Company, Inc.; Garland Independent School District; Grayson County; HarbourVest 2017 Global Fund L.P.; HarbourVest 2017 Global AIF L.P.; HarbourVest Partners L.P. on behalf of funds and accounts under management; HarbourVest Dover Street IX Investment L.P.; HarbourVest Skew Base AIF L.P.; Hartman Wanzor LLP; Irving ISD; John Morris; John R. Watkins; Linear Technologies, Inc.; Mass. Dept. of Revenue; Mediant Communications Inc.; Oklahoma Tax Commission; Jun Park; Paul N. Adkins; Paul N. Adkins; Tarrant County; Theodore N. Dameris; Theodore N. Dameris; Weijun Zang; Anish Tailor; Mollie Boyce-Field; Charles Byrne; Donald Salvino; Ericka Garcia; Garman Turner Gordon; Joe Kingsley; Frederic Mason; TDA Associates, Inc.; Wilkinson Center.. Filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz, J. Morris, and J. O'Neill for Debtor; M. Clemente for Official Unsecured Creditors Committee; R. Patel and B. Shaw for Acis; A. Clubok for UBS; T. Masherin, M. Hankin and M. Platt for Redeemer Committee; B. Assing for J. Dondero; L. Lambert for UST. Nonevidentiary hearing. Based on record presented by counsel, certain objections sustained, certain objections resolved, and certain ones carried to a date to be continued. Counsel to upload orders where appropriate and seeking resettings where appropriate.)). Transcript to be made available to the public on 12/15/2020. (Rehling, Kathy)</p>
09/16/2020	<p>1065 (52 pgs) Notice (<i>Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from July 1, 2020 through July 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)342 Order granting application to employ Development Specialists, Inc. to Provide a Chief Restructuring Officer, Additional Personnel, and Financial Advisory and Restructuring-Related Services for Such Debtor, Nunc Pro Tunc as of the Petition Date (related document 74) Entered on 1/10/2020. (Okafor, M.), 853 Order granting application to employ Development Specialists, Inc. as Other Professional (related document 775) Entered on 7/16/2020. (Ecker, C.)). (Annable, Zachery)</p>
09/16/2020	<p>1066 (12 pgs) Certificate of service re: <i>Documents Served on September 11, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1042 Agreed Order regarding first omnibus objection to certain claims - administrative claim of Internal Revenue Service (RE: related document(s)906 Objection to claim filed by Debtor Highland Capital Management, L.P.). Entered on 9/11/2020 (Dugan, S.), 1048 Order granting application for compensation (related document 831) granting for Official Committee of Unsecured Creditors, fees awarded: \$1573850.25, expenses awarded: \$22930.21 Entered on 9/11/2020. (Ecker, C.), 1051 Order granting application for compensation (related document 883) granting for FTI Consulting, Inc., fees awarded: \$1488533.40, expenses awarded: \$23515.26 Entered on 9/11/2020. (Ecker, C.)). (Kass, Albert)</p>
09/16/2020	<p>1214 (10 pgs; 2 docs) Motion for partial summary judgment on proof of claim(s) 190 and 191 of UBS Securities LLC and UBS AG, London Branch filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A - Proposed Order) (RE: Related document(s) 928 Objection to claim filed by Debtor Highland Capital Management, L.P.) (Rielly, Bill). (Entered: 10/19/2020)</p>
09/17/2020	<p>1067 Hearing held and conduct as as Status Conference on 9/17/2020. (RE: related document(s)771 Objection to claim(s) 3 of Creditor(s) Acis Capital Management L.P. and Acis Capital Management GP, LLC., filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz for Debtor; M. Clemente for Unsecured Creditors Committee; R. Patel for Acis. Nonevidentiary status conference and continued hearing on Debtors Exclusivity Motion. Court heard reports of continuation of negotiations with regard to Mr. Dondero and between Committee and Debtor with regard to Plan issues. Debtor will file a revised (unsealed) disclosure statement and plan on 9/21/20 and court orally agreed to extension of exclusivity for solicitation through 12/4/20. Court approved certain deadlines suggested for a motion to establish voting procedures (with a 10/22/20 hearing for such motion and the disclosure statement) and</p>

	<p>court orally approved using 10/20/20 for a hearing on two Rule 6019 motions that will be filed by 9/23/20 with regard to Acis settlement and Redeemer Committee settlement). Counsel to upload order(s). (Edmond, Michael)</p>
09/17/2020	<p>🔗 1068 (1 pg) Order granting motion to appear pro hac vice adding Erica S. Weisgerber for HarbourVest et al (related document # 1052) Entered on 9/17/2020. (Okafor, M.)</p>
09/17/2020	<p>🔗 1069 (1 pg) Order granting motion to appear pro hac vice adding Daniel E. Stroik for HarbourVest et al (related document # 1053) Entered on 9/17/2020. (Okafor, M.)</p>
09/17/2020	<p>🔗 1070 (1 pg) Order granting motion to appear pro hac vice adding M. Natasha Labovitz for HarbourVest et al (related document # 1054) Entered on 9/17/2020. (Okafor, M.)</p>
09/17/2020	<p>🔗 1071 (5 pgs) Certificate of service re: <i>Summary Cover Sheet and Ninth Monthly Application of FTI Consulting, Inc. for Allowance of Compensation and Reimbursement of Expenses for the Period from July 1, 2020 to and Including July 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1055 Application for compensation <i>Ninth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 7/1/2020 to 7/31/2020, Fee: \$182,490.32, Expenses: \$1,392.77. Filed by Attorney Juliana Hoffman Objections due by 10/2/2020. filed by Financial Advisor FTI Consulting, Inc.). (Kass, Albert)</p>
09/18/2020	<p>🔗 1072 (23 pgs; 2 docs) Application for compensation <i>Tenth Monthly Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from August 1, 2020 through August 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 8/1/2020 to 8/31/2020, Fee: \$8,046.00, Expenses: \$31.90. Filed by Attorney Holland N. O'Neil Objections due by 10/9/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland)</p>
09/18/2020	<p>🔗 1073 (2 pgs) Order setting Disclosure Statement hearing and deadline to object (RE: related document(s) 945 Disclosure statement filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 10/22/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 945. The deadline for any party wishing to object to the Disclosure Statement shall be October 19, 2020 at 5:00 p.m. Entered on 9/18/2020 (Okafor, M.)</p>
09/19/2020	<p>🔗 1074 (47 pgs) Application for compensation <i>Sidley Austin LLP's Tenth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 8/1/2020 to 8/31/2020, Fee: \$467,533.08, Expenses: \$2,448.22. Filed by Attorney Juliana Hoffman Objections due by 10/13/2020. (Hoffman, Juliana)</p>
09/19/2020	<p>🔗 1075 (6 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 1068 Order granting motion to appear pro hac vice adding Erica S. Weisgerber for HarbourVest et al (related document 1052) Entered on 9/17/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 09/19/2020. (Admin.)</p>
09/19/2020	<p>🔗 1076 (6 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 1069 Order granting motion to appear pro hac vice adding Daniel E. Stroik for HarbourVest et al (related document 1053) Entered on 9/17/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 09/19/2020. (Admin.)</p>
09/19/2020	<p>🔗 1077 (6 pgs) BNC certificate of mailing - PDF document. (RE: related document(s) 1070 Order granting motion to appear pro hac vice adding M. Natasha Labovitz for HarbourVest et al (related document 1054) Entered on 9/17/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 09/19/2020. (Admin.)</p>
09/21/2020	<p>🔗 1078 (1 pg) Clerk's correspondence requesting an order from attorney for debtor. (RE: related document(s) 810 Motion for protective order (<i>Debtor's Motion for Entry of (i) a Protective Order, or, in the Alternative, (ii) an Order Directing the Debtor to Comply with Certain Discovery Demands Tendered by the Official Committee of Unsecured Creditors Pursuant to Federal Rules of Bankruptcy Procedure 7026 and 7034</i>) Filed by Debtor Highland Capital Management, L.P.) Responses due by 10/5/2020. (Ecker, C.)</p>

09/21/2020	<p>● 1079 (61 pgs) Amended chapter 11 plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s)944 Chapter 11 plan). (Annable, Zachery)</p>
09/21/2020	<p>● 1080 (155 pgs; 3 docs) Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement). (Attachments: # 1 Exhibit A--First Amended Plan of Reorganization # 2 Exhibit B--Organizational Chart)(Annable, Zachery)</p>
09/21/2020	<p>● 1081 (3 pgs) Notice of hearing (<i>Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1080 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement). (Attachments: # 1 Exhibit A--First Amended Plan of Reorganization # 2 Exhibit B--Organizational Chart)). Hearing to be held on 10/22/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1080, (Annable, Zachery)</p>
09/22/2020	<p>● 1082 (29 pgs; 2 docs) Amended Schedules: E/F, with Summary of Assets and Liabilities (Adding additional creditor or creditors) fee Amount \$31 (with Declaration Under Penalty of Perjury for Non-Individual Debtors.). Filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit 1--Amended Schedules of Assets and Liabilities - Schedule E-F) (Annable, Zachery)</p>
09/22/2020	<p>Receipt of filing fee for Schedules(19-34054-sgj11) [misc,schedall] (31.00). Receipt number 28122241, amount \$ 31.00 (re: Doc# 1082). (U.S. Treasury)</p>
09/22/2020	<p>● 1083 (10 pgs) Certificate of service re: <i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to July 31, 2020</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1030 Notice (generic)). (Annable, Zachery)</p>
09/22/2020	<p>● 1084 (3 pgs) Certificate of service re: Notice of Filing of Monthly Staffing Report by Development Specialists, Inc. for the Period from July 1, 2020 through July 31, 2020 filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1065 Notice (generic)). (Annable, Zachery)</p>
09/22/2020	<p>● 1085 (10 pgs) Certificate of service re: Orders of the Court filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1043 Order on application for compensation, 1044 Order on application for compensation, 1045 Order on application for compensation, 1046 Order on application for compensation, 1047 Order on application for compensation, 1050 Order on motion to appear pro hac vice). (Annable, Zachery)</p>
09/22/2020	<p>● 1086 (20 pgs) Certificate of service re: filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1073 Order to set hearing, 1079 Chapter 11 plan, 1080 Disclosure statement, 1081 Notice of hearing). (Annable, Zachery)</p>
09/23/2020	<p>● 1087 (19 pgs; 2 docs) Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)</p>
09/23/2020	<p>● 1088 (23 pgs; 3 docs) Declaration re: (<i>Declaration of Gregory V. Demo in Support of the Debtor's Motion for Entry of an Order Approving Settlement with (a) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (b) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (c) Acis Capital Management, L.P. (Claim No. 159), and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159).). (Attachments: # 1 Exhibit 1--Settlement Agreement # 2 Exhibit 2--Release) (Annable, Zachery)</p>

09/23/2020	<p>● 1089 (26 pgs; 2 docs) Motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81). Filed by Debtor Highland Capital Management, L.P. Objections due by 10/19/2020. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)</p>
09/23/2020	<p>● 1090 (94 pgs; 7 docs) Declaration re: <i>(Declaration of John A. Morris in Support of the Debtor's Motion for Entry of an Order Approving Settlements with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81), and Authorizing Actions Consistent Therewith)</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1089 Motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81).). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6) (Annable, Zachery)</p>
09/23/2020	<p>● 1091 (7 pgs) Motion to file document under seal. <i>(Debtor's Motion for Entry of an Order Authorizing Filing under Seal Certain of the Exhibits to the Declaration of John A. Morris in Support of the Debtor's Motion for Entry of an Order Approving Settlements with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81), and Authorizing Actions Consistent Therewith)</i> Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
09/24/2020	<p>● 1092 (2 pgs) Order further extending the debtor's exclusive period for solicitation of acceptances of a chapter 11 plan 949 Motion to extend or limit the exclusivity period. Entered on 9/24/2020. (Ecker, C.)</p>
09/24/2020	<p>● 1093 (1 pg) Request for transcript regarding a hearing held on 9/17/2020. The requested turn-around time is 3-day expedited. (Edmond, Michael)</p>
09/24/2020	<p>● 1094 (112 pgs) Application for compensation <i>Eleventh Monthly Application for Compensation and for Reimbursement of Expenses for the Period from August 1, 2020 through August 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 8/1/2020 to 8/31/2020, Fee: \$672,815.00, Expenses: \$3,428.14. Filed by Attorney Jeffrey Nathan Pomerantz Objections due by 10/15/2020. (Pomerantz, Jeffrey)</p>
09/24/2020	<p>● 1095 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order), 1089 Motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81). Filed by Debtor Highland Capital Management, L.P. Objections due by 10/19/2020. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 10/20/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1087 and for 1089, (Annable, Zachery)</p>
09/24/2020	<p>● 1096 (5 pgs) Certificate of service re: <i>1) Cover Sheet and Tenth Monthly Application for Compensation and Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from August 1, 2020 Through August 31, 2020; and 2) Summary Cover Sheet and Tenth Monthly Application of Sidley Austin LLP for Allowance of Compensation and Reimbursement of Expenses for the Period from August 1, 2020 to and Including August 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1072 Application for compensation <i>Tenth Monthly Application for Compensation and for Reimbursement of Expenses of Foley & Lardner LLP as Special Texas Counsel to the Debtor for the Period from August 1, 2020 through August 31, 2020</i> for Foley Gardere, Foley & Lardner LLP, Special Counsel, Period: 8/1/2020 to 8/31/2020, Fee: \$8,046.00, Expenses: \$31.90. Filed by Attorney Holland N. O'Neil Objections due by 10/9/2020. (Attachments: # 1 Exhibit A) (O'Neil, Holland) filed by Spec. Counsel Foley Gardere, Foley & Lardner LLP, 1074 Application for compensation <i>Sidley Austin LLP's Tenth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 8/1/2020 to 8/31/2020, Fee: \$467,533.08, Expenses: \$2,448.22. Filed by Attorney Juliana Hoffman Objections due by 10/13/2020. filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)</p>

09/24/2020	<p>● 1097 (151 pgs) Certificate of service re: <i>Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1081 Notice of hearing (<i>Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1080 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement). (Attachments: # 1 Exhibit A--First Amended Plan of Reorganization # 2 Exhibit B--Organizational Chart)). Hearing to be held on 10/22/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1080, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
09/24/2020	<p>● 1098 (11 pgs) Certificate of service re: <i>Notice of Filing of Debtor's Amended Schedules</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1082 Amended Schedules: E/F, with Summary of Assets and Liabilities (Adding additional creditor or creditors) fee Amount \$31 (with Declaration Under Penalty of Perjury for Non-Individual Debtors,). Filed by Debtor Highland Capital Management, L.P.. (Attachments: # 1 Exhibit 1--Amended Schedules of Assets and Liabilities - Schedule E-F) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
09/24/2020	<p>● 1099 (208 pgs; 3 docs) Motion for relief from stay - <i>Daugherty's Motion to Confirm Status of Automatic Stay, or alternatively to Modify Automatic Stay</i> Fee amount \$181, Filed by Creditor Patrick Daugherty Objections due by 10/8/2020. (Attachments: # 1 Exhibit Declaration of Patrick Daugherty in Support of Motion # 2 Service List) (Kathman, Jason)</p>
09/24/2020	<p>Receipt of filing fee for Motion for relief from stay(19-34054-sgj11) [motion,mrlfsty] (181.00). Receipt number 28129975, amount \$ 181.00 (re: Doc# 1099). (U.S. Treasury)</p>
09/25/2020	<p>● 1100 (10 pgs; 2 docs) Notice of hearing filed by Creditor Patrick Daugherty (RE: related document(s)1099 Motion for relief from stay - <i>Daugherty's Motion to Confirm Status of Automatic Stay, or alternatively to Modify Automatic Stay</i> Fee amount \$181, Filed by Creditor Patrick Daugherty Objections due by 10/8/2020. (Attachments: # 1 Exhibit Declaration of Patrick Daugherty in Support of Motion # 2 Service List)). Preliminary hearing to be held on 10/22/2020 at 01:30 PM at Dallas Judge Jernigan Ctrm. (Attachments: # 1 Service List) (Clontz, Megan)</p>
09/25/2020	<p>● 1101 (13 pgs) Transcript regarding Hearing Held 09/17/2020 (13 pages) RE: Status Conference, Objection to Proof of Claim, Motion to Extend Exclusivity. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 12/24/2020. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 1067 Hearing held and conduct as as Status Conference on 9/17/2020. (RE: related document(s)771 Objection to claim(s) 3 of Creditor(s) Acis Capital Management L.P. and Acis Capital Management GP, LLC., filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz for Debtor; M. Clemente for Unsecured Creditors Committee; R. Patel for Acis. Nonevidentiary status conference and continued hearing on Debtors Exclusivity Motion. Court heard reports of continuation of negotiations with regard to Mr. Dondero and between Committee and Debtor with regard to Plan issues. Debtor will file a revised (unsealed) disclosure statement and plan on 9/21/20 and court orally agreed to extension of exclusivity for solicitation through 12/4/20. Court approved certain deadlines suggested for a motion to establish voting procedures (with a 10/22/20 hearing for such motion and the disclosure statement) and court orally approved using 10/20/20 for a hearing on two Rule 9019 motions that will be filed by 9/23/20 with regard to Acis settlement and Redeemer Committee settlement). Counsel to upload order(s)). Transcript to be made available to the public on 12/24/2020. (Rehling, Kathy)</p>
09/25/2020	<p>● 1102 (10 pgs; 2 docs) Amended Notice of hearing filed by Creditor Patrick Daugherty (RE: related document(s)1099 Motion for relief from stay - <i>Daugherty's Motion to Confirm Status of Automatic Stay, or alternatively to Modify Automatic Stay</i> Fee amount \$181, Filed by Creditor Patrick Daugherty Objections due by 10/8/2020. (Attachments: # 1 Exhibit Declaration of Patrick Daugherty in Support of Motion # 2</p>

09/25/2020	<p>● 1103 (12 pgs) Certificate of service re: Order Further Extending the Debtor's Exclusive Period for Solicitation of Acceptances of a Chapter 11 Plan filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1092 Order on motion to extend/shorten time). (Annable, Zachery)</p>
09/25/2020	<p>● 1104 (4 pgs) Certificate of service re: Eleventh Monthly Application for Compensation and Reimbursement of Expenses of Pachulski Stang Ziehl & Jones LLP as Counsel to the Debtor for the Period from August 1, 2020 through August 31, 2020 filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1094 Application for compensation <i>Eleventh Monthly Application for Compensation and for Reimbursement of Expenses for the Period from August 1, 2020 through August 31, 2020</i> for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 8/1/2020 to 8/31/). (Annable, Zachery)</p>
09/25/2020	<p>● 1105 (45 pgs) Omnibus Response opposed to (related document(s): 928 Objection to claim filed by Debtor Highland Capital Management, L.P., 933 Objection to claim filed by Interested Party Redeemer Committee of the Highland Crusader Fund) (<i>UBS's Omnibus Response to Objections to the UBS Proofs of Claim</i>) filed by Interested Parties UBS AG London Branch, UBS Securities LLC. (Sosland, Martin) Filed by Interested Parties UBS AG London Branch, UBS Securities LLC (related document(s) 928 Objection to claim(s) of Creditor(s) UBS Securities LLC and UBS AG, London Branch.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 9/9/2020. (Attachments: # 1 Exhibit 18 # 2 Exhibit 19) filed by Debtor Highland Capital Management, L.P., 933 Objection to claim(s) of Creditor(s) UBS Securities LLC and UBS AG, London Branch.. Filed by Interested Party Redeemer Committee of the Highland Crusader Fund. (Attachments: # 1 Exhibit Exhibit 1 (slip page - to be filed under seal upon order from Court)) # 2 Exhibit Exhibit 2 (slip page - to be filed under seal upon order from Court) # 3 Exhibit Exhibit 3 (slip page - to be filed under seal upon order from Court) # 4 Exhibit Exhibit 4 # 5 Exhibit Exhibit 5 # 6 Exhibit Exhibit 6 (slip page - to be filed under seal upon order from Court) # 7 Exhibit Exhibit 7 (slip page - to be filed under seal upon order from Court) # 8 Exhibit Exhibit 8 # 9 Exhibit Exhibit 9 (slip page - to be filed under seal upon order from Court) # 10 Exhibit Exhibit 10 # 11 Exhibit Exhibit 11 # 12 Exhibit Exhibit 12 # 13 Exhibit Exhibit 13 # 14 Exhibit Exhibit 14 # 15 Exhibit Exhibit 15 # 16 Exhibit Exhibit 16 (slip page - to be filed under seal upon order from Court) # 17 Exhibit Exhibit 17 # 18 Exhibit Exhibit 18 # 19 Exhibit Exhibit 19 # 20 Exhibit Exhibit 20 (slip page - to be filed under seal upon order from Court) # 21 Exhibit Exhibit 21 (slip page - to be filed under seal upon order from Court) # 22 Exhibit Exhibit 22 (slip page - to be filed under seal upon order from Court)) filed by Interested Party Redeemer Committee of the Highland Crusader Fund). (Sosland, Martin)</p>
09/25/2020	<p>● 1106 (324 pgs; 45 docs) Exhibit List to <i>UBS's Omnibus Response to Objections to the UBS Proof of Claim</i> filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s) 1105 Response to objection to claim). (Attachments: # 1 Exhibit 1 # 2 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19 # 20 Exhibit 20 # 21 Exhibit 21 # 22 Exhibit 22 # 23 Exhibit 23 # 24 Exhibit 24 # 25 Exhibit 25 # 26 Exhibit 26 # 27 Exhibit 27 # 28 Exhibit 28 # 29 Exhibit 29 # 30 Exhibit 30 # 31 Exhibit 31 # 32 Exhibit 32 # 33 Exhibit 33 # 34 Exhibit 34 # 35 Exhibit 35 # 36 Exhibit 36 # 37 Exhibit 37 # 38 Exhibit 38 # 39 39 # 40 Exhibit 40 # 41 Exhibit 41 # 42 42 # 43 Exhibit 43 # 44 Exhibit 44) (Sosland, Martin)</p>
09/25/2020	<p>● 1107 (24 pgs) Motion to file document under seal. (<i>UBS's Motion for Leave to file Documents Under Seal with UBS's Omnibus Response to Objections to the UBS Proof of Claim</i> Filed by Interested Parties UBS AG London Branch, UBS Securities LLC (Sosland, Martin)</p>
09/28/2020	<p>● 1108 (83 pgs; 6 docs) Motion for leave (<i>Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice</i>) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots</p>

	# 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption) (Annable, Zachery)
09/28/2020	<p>● 1109 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1108 Motion for leave (<i>Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Confirmation of Plan; (D) Approving Form of Ballots, Voting Deadline and Solicitation Procedures; and (E) Approving Form and Manner of Notice</i>) (related document(s) 1079 Chapter 11 plan, 1080 Disclosure statement) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit 1--Proposed Order # 2 Exhibit 1-A--Forms of Ballots # 3 Exhibit 1-B--Notice of Confirmation Hearing # 4 Exhibit 1-C--Notice of Non-Voting Status # 5 Exhibit 1-D--Notice of Assumption)). Hearing to be held on 10/22/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1108, (Annable, Zachery)</p>
09/28/2020	<p>● 1110 (11 pgs) Certificate of service re: 1) <i>Debtors' Motion for Entry of an Order Approving Settlement with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159), and Authorizing Actions Consistent Therewith; and 2) Declaration of Gregory V. Demo in Support of the Debtors' Motion for Entry of an Order Approving Settlement with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159), and Authorizing Actions Consistent Therewith</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P., 1088 Declaration re: (<i>Declaration of Gregory V. Demo in Support of the Debtor's Motion for Entry of an Order Approving Settlement with (a) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (b) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (c) Acis Capital Management, L.P. (Claim No. 159), and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159).). (Attachments: # 1 Exhibit 1--Settlement Agreement # 2 Exhibit 2--Release) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
09/29/2020	<p>● 1111 (3 pgs) Certificate of No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1025 Motion to compromise controversy with Carey International, Inc.. (<i>Motion of the Debtor for Entry of an Order Approving Settlement with Carey International, Inc. [Claim No. 68] and Authorizing Actions Consistent Therewith</i>)). (Annable, Zachery)</p>
09/29/2020	<p>● 1112 (20 pgs) Certificate of service re: filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1108 Motion for leave (<i>Debtor's Motion for Entry of an Order (A) Approving the Adequacy of the Disclosure Statement; (B) Scheduling a Hearing to Confirm the First Amended Plan of Reorganization; (C) Establishing Deadline for Filing Objections to Conf, 1109 Notice of hearing</i>). (Annable, Zachery)</p>
09/29/2020	<p>● 1113 (16 pgs) Certificate of service re: <i>Documents Served on or Before September 24, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1089 Motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81). Filed by Debtor Highland Capital Management, L.P. Objections due by 10/19/2020. (Attachments: # 1 Exhibit A--Proposed Order) filed by Debtor Highland Capital Management, L.P., 1090 Declaration re: (<i>Declaration of John A. Morris in Support of the Debtor's Motion for Entry of an Order Approving Settlements with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81), and Authorizing Actions Consistent Therewith</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1089 Motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81).). (Attachments: # 1 Exhibit 1 # 2</p>

	<p>Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Filed by Debtor Highland Capital Management, L.P., 1091 Motion to file document under seal. (<i>Debtor's Motion for Entry of an Order Authorizing Filing under Seal Certain of the Exhibits to the Declaration of John A. Morris in Support of the Debtor's Motion for Entry of an Order Approving Settlements with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81), and Authorizing Actions Consistent Therewith</i>) Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 1095 Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order), 1089 Motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81). Filed by Debtor Highland Capital Management, L.P. Objections due by 10/19/2020. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 10/20/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1087 and for 1089, filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
09/30/2020	<p>1114 (3 pgs) Motion to appear pro hac vice for Elissa A. Wagner. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. (Annable, Zachery)</p>
09/30/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28143856, amount \$ 100.00 (re: Doc# 1114). (U.S. Treasury)</p>
09/30/2020	<p>1115 (9 pgs) Debtor-in-possession monthly operating report for filing period August 1, 2020 to August 31, 2020 filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
09/30/2020	<p>1116 (5 pgs) Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to August 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). (Annable, Zachery)</p>
10/01/2020	<p>1117 (4 pgs) Stipulation by Highland Capital Management, L.P. and Integrated Financial Associates, Inc.. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)868 Objection to claim). (Annable, Zachery)</p>
10/02/2020	<p>1118 (10 pgs; 2 docs) Motion to extend time to Assume or Reject Unexpired Nonresidential Real Property Lease Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) (Hayward, Melissa)</p>
10/02/2020	<p>1119 (13 pgs) Motion to extend time to Deadline To File An Adversary Proceeding Against CLO Holdco, Ltd. (EMERGENCY) Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 10/23/2020. (Montgomery, Paige)</p>
10/02/2020	<p>1120 (8 pgs) Motion for expedited hearing(related documents 1119 Motion to extend/shorten time) Filed by Creditor Committee Official Committee of Unsecured Creditors (Montgomery, Paige)</p>
10/05/2020	<p>1121 (10 pgs) Response opposed to (related document(s): 1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). filed by Debtor Highland Capital Management, L.P.) filed by Interested Party James Dondero. (Assink, Bryan)</p>

10/05/2020	<p>● 1122 (3 pgs) Agreed Order granting 1118 Motion to extend time to Assume or Reject Unexpired Nonresidential Real Property Lease Filed by Debtor Highland Capital Management, L.P. Entered on 10/5/2020. (Okafor, M.)</p>
10/05/2020	<p>● 1123 (2 pgs) Order granting motion to compromise controversy with Carey International, Inc.. (Motion of the Debtor for Entry of an Order Approving Settlement with Carey International, Inc. [Claim No. 68] and Authorizing Actions Consistent Therewith) Filed by Debtor Highland Capital Management, L.P. (related document # 1025) Entered on 10/5/2020. (Okafor, M.)</p>
10/05/2020	<p>● 1124 (1 pg) Order granting motion to appear pro hac vice adding Elissa A. Wagner for Highland Capital Management, L.P. (related document # 1114) Entered on 10/5/2020. (Okafor, M.)</p>
10/05/2020	<p>● 1125 (2 pgs) Order granting motion to seal exhibits (related document # 1091 Motion for Entry of an Order Authorizing Filing under Seal Certain of the Exhibits to the Declaration of John A. Morris in Support of the Debtor's Motion for Entry of an Order Approving Settlements with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81), and Authorizing Actions Consistent Therewith) Filed by Debtor Highland Capital Management, L.P.) Entered on 10/5/2020. (Okafor, M.)</p>
10/05/2020	<p>● 1126 (7 pgs) Order approving stipulation regarding Proof of Claim No. 93 of Integrated Financial Associates, Inc. (RE: related document(s)1117 Stipulation filed by Debtor Highland Capital Management, L.P.). The hearing on the Debtors Objection to the IFA Claim currently scheduled to be held on October 14, 2020 at 1:30 p.m. (Central Time) is hereby CANCELLED. Entered on 10/5/2020 (Okafor, M.)</p>
10/05/2020	<p>● 1127 SEALED document regarding: Exhibit B--Cornerstone Monetization Schedule per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1125 Order on motion to seal). (Annable, Zachery)</p>
10/05/2020	<p>● 1128 SEALED document regarding: Exhibit 2 - Partial Final Award dated March 6, 2019 per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1125 Order on motion to seal). (Annable, Zachery) Modified docket entry text on 10/5/2020 in include exhibit number. (Ellison, T.).</p>
10/05/2020	<p>● 1129 SEALED document regarding: Exhibit 3--Disposition of Application of Modification of Award dated March 14, 2019 per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1125 Order on motion to seal). (Annable, Zachery)</p>
10/05/2020	<p>● 1130 SEALED document regarding: Exhibit 4--Final Award dated April 29, 2019 per court order filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1125 Order on motion to seal). (Annable, Zachery)</p>
10/06/2020	<p>● 1131 (3 pgs) Order granting motion to seal documents (related document # 1107) Entered on 10/6/2020. (Okafor, M.)</p>
10/06/2020	<p>● 1132 (1 pg) INCORRECT ENTRY - REQUESTER CANCELLED REQUEST. Request for transcript regarding a hearing held on 9/23/2020. The requested turn-around time is 3-day expedited. (Edmond, Michael) Modified on 10/14/2020 (Edmond, Michael).</p>
10/06/2020	<p>● 1133 SEALED document regarding: UBS's Omnibus Response to Objections to the UBS Proofs of Claim per court order filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1131 Order on motion to seal). (Attachments: # 1 Exhibit 2 # 2 Exhibit 3 # 3 Exhibit 4 # 4 Exhibit 5 # 5 Exhibit 6 # 6 Exhibit 8 # 7 Exhibit 9 # 8 Exhibit 10 # 9 Exhibit 11 # 10 Exhibit 12 # 11 Exhibit 14 # 12 Exhibit 18 # 13 Exhibit 22 # 14 Exhibit 23 # 15 Exhibit 24 # 16 Exhibit 25 # 17 Exhibit 26 # 18 Exhibit 28 # 19 Exhibit 29 # 20 Exhibit 32 # 21 Exhibit 34 # 22 Exhibit 35 # 23 Exhibit 36 # 24</p>

10/06/2020	<p>● 1134 (3 pgs) Motion to appear pro hac vice for Joseph L. Christensen. Fee Amount \$100 Filed by Creditor Patrick Daugherty (Kathman, Jason)</p>
10/06/2020	<p>● 1135 (3 pgs) Motion to appear pro hac vice for Thomas A. Uebler. Fee Amount \$100 Filed by Creditor Patrick Daugherty (Kathman, Jason)</p>
10/06/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28159068, amount \$ 100.00 (re: Doc# 1134). (U.S. Treasury)</p>
10/06/2020	<p>Receipt of filing fee for Motion to Appear pro hac vice(19-34054-sgj11) [motion,mprohac] (100.00). Receipt number 28159068, amount \$ 100.00 (re: Doc# 1135). (U.S. Treasury)</p>
10/06/2020	<p>● 1136 (4 pgs) Notice of hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)1119 Motion to extend time to Deadline To File An Adversary Proceeding Against CLO Holdco, Ltd. (EMERGENCY) Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 10/23/2020.). Hearing to be held on 10/8/2020 at 02:30 PM Dallas Judge Jernigan Ctrm for 1119, (Hoffman, Juliana)</p>
10/06/2020	<p>● 1137 Status Conference Hearing held on 10/6/2020. (RE: related document(s)928 Objection to claim(s) of Creditor(s) UBS Securities LLC and UBS AG, London Branch, filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz and R. Feinstein for Debtor; A. Clubok, S. Tomkowiak, and J. Bjork for UBS; T. Mascherin, M. Hankin, and M. Platt for Redeemer Committee; M. Clemente for UCC. Nonevidentiary status conference. Court approved a schedule for motions for summary judgment and Rule 3018 motions to estimate claim of UBS. Counsel to upload order. Hearing to be 11/20/20 at 9:30 am.) (Edmond, Michael)</p>
10/06/2020	<p>● 1138 (7 pgs) Certificate of service re: <i>1) Motion for Admission Pro Hac Vice for Elissa A. Wagner to Represent Highland Capital Management, L.P.; and 2) Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to August 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1114 Motion to appear pro hac vice for Elissa A. Wagner. Fee Amount \$100 Filed by Debtor Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P., 1116 Notice (<i>Notice of Statement of Amounts Paid to Ordinary Course Professionals for the Period from October 16, 2019 to August 31, 2020</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)176 ORDER PURSUANT TO SECTIONS 105(A), 327, 328, AND 330 OF THE BANKRUPTCY CODE AUTHORIZING THE DEBTOR TO RETAIN, EMPLOY, AND COMPENSATE CERTAIN PROFESSIONALSUTILIZED BY THE DEBTORS IN THE ORDINARY COURSE OF BUSINESS (Related Doc # 76, 99, 162) Order Signed on 11/26/2019. (Attachments: # 1 Exhibit A) (DRG) [ORIGINALLY FILED AS DOCUMENT #169 ON 11/26/2019 IN U.S. BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE] (Okafor, M.)). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/06/2020	<p>● 1139 (20 pgs) Certificate of service re: <i>1) Webex Meeting Invitation to participate electronically in the hearing on October 6, 2020 at 1:30 p.m. Central Time before the Honorable Stacey G. Jernigan; 2) Instructions for any counsel and parties who wish to participate in the Hearing; and 3) Stipulation Regarding Proof of Claim No. 93 of Integrated Financial Associates, Inc.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1117 Stipulation by Highland Capital Management, L.P. and Integrated Financial Associates, Inc.. filed by Debtor Highland Capital Management, L.P. (RE: related document(s)868 Objection to claim). filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/06/2020	<p>● 1140 (1 pg) Request for transcript regarding a hearing held on 10/6/2020. The requested turn-around time is daily (Jeng, Hawaii) (Entered: 10/07/2020)</p>

10/07/2020	<p>● 1141 (8 pgs) Objection to (related document(s): 1119 Motion to extend time to Deadline To File An Adversary Proceeding Against CLO Holdco, Ltd. (EMERGENCY) filed by Creditor Committee Official Committee of Unsecured Creditors) filed by Creditor CLO Holdco, Ltd.. (Kane, John)</p>
10/07/2020	<p>● 1142 (32 pgs; 2 docs) Application for compensation (<i>Eighth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from July 1, 2020 through July 31, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 7/1/2020 to 7/31/2020, Fee: \$29,785.00, Expenses: \$980.60. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A July 2020 Invoice) (Annable, Zachery)</p>
10/07/2020	<p>● 1143 (7 pgs) Certificate of service re: <i>Agreed Motion to Extend the Deadline to Assume or Reject Unexpired Nonresidential Real Property Lease</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1118 Motion to extend time to Assume or Reject Unexpired Nonresidential Real Property Lease Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Proposed Order) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/07/2020	<p>● 1144 (8 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)1124 Order granting motion to appear pro hac vice adding Elissa A. Wagner for Highland Capital Management, L.P. (related document 1114) Entered on 10/5/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 10/07/2020. (Admin.)</p>
10/08/2020	<p>● 1145 (58 pgs) Transcript regarding Hearing Held 10/06/2020 (58 pages) RE: Status Conference on Objection to Claim. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. TRANSCRIPT RELEASE DATE IS 01/6/2021. Until that time the transcript may be viewed at the Clerk's Office or a copy may be obtained from the official court transcriber. Court Reporter/Transcriber Kathy Rehling, kathyrehlingtranscripts@gmail.com, Telephone number 972-786-3063. (RE: related document(s) 1137 Status Conference Hearing held on 10/6/2020. (RE: related document(s)928 Objection to claim(s) of Creditor(s) UBS Securities LLC and UBS AG, London Branch, filed by Debtor Highland Capital Management, L.P.) (Appearances: J. Pomeranz and R. Feinstein for Debtor; A. Clubok, S. Tomkowiak, and J. Bjork for UBS; T. Mascherin, M. Hankin, and M. Platt for Redeemer Committee; M. Clemente for UCC. Nonevidentiary status conference. Court approved a schedule for motions for summary judgment and Rule 3018 motions to estimate claim of UBS. Counsel to upload order. Hearing to be 11/20/20 at 9:30 am.)). Transcript to be made available to the public on 01/6/2021. (Rehling, Kathy)</p>
10/08/2020	<p>● 1146 (1 pg) Order granting motion to appear pro hac vice adding Joseph L. Christensen for Patrick Daugherty (related document # 1134) Entered on 10/8/2020. (Okafor, M.)</p>
10/08/2020	<p>● 1147 (1 pg) Order granting motion to appear pro hac vice adding Thomas A. Uebler for Patrick Daugherty (related document # 1135) Entered on 10/8/2020. (Okafor, M.)</p>
10/08/2020	<p>● 1148 (16 pgs) Objection to (related document(s): 1099 Motion for relief from stay - <i>Daugherty's Motion to Confirm Status of Automatic Stay, or alternatively to Modify Automatic Stay</i> Fee amount \$181, filed by Creditor Patrick Daugherty) filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
10/08/2020	<p>● 1149 (1212 pgs; 2 docs) Declaration re: (<i>Declaration of John A. Morris in Support of the Debtor's (I) Objection to Patrick Daugherty's Motion to Confirm Status of Automatic Stay, or Alternatively to Modify Automatic Stay and (II) Cross-Motion to Extend the Automatic Stay to, or Otherwise Enjoin, the Delaware Cases</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1148 Objection). (Attachments: # 1 Exhibit 1) (Annable, Zachery)</p>
10/08/2020	<p>● 1150 (16 pgs; 2 docs) Adversary case 20-03128. Complaint by Highland Capital Management, L.P. against Patrick Hagaman Daugherty. Fee Amount \$350 (Attachments: # 1 Adversary Cover Sheet). Nature(s) of suit: 71 (Injunctive relief - reinstatement of stay). (Annable, Zachery)</p>

10/08/2020	<p>● 1151 (4 pgs) Certificate of No Objection filed by Financial Advisor FTI Consulting, Inc. (RE: related document(s)1055 Application for compensation <i>Ninth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 7/1/2020 to 7/31/2020, Fee: \$182,490.32, Expenses: \$1,392.77.). (Hoffman, Juliana)</p>
10/08/2020	<p>● 1152 (20 pgs) Certificate of service re: <i>Documents Served on October 5, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1119 Motion to extend time to Deadline To File An Adversary Proceeding Against CLO Holdco, Ltd. (EMERGENCY) Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 10/23/2020. filed by Creditor Committee Official Committee of Unsecured Creditors, 1120 Motion for expedited hearing(related documents 1119 Motion to extend/shorten time) Filed by Creditor Committee Official Committee of Unsecured Creditors filed by Creditor Committee Official Committee of Unsecured Creditors, 1122 Agreed Order granting 1118 Motion to extend time to Assume or Reject Unexpired Nonresidential Real Property Lease Filed by Debtor Highland Capital Management, L.P. Entered on 10/5/2020. (Okafor, M.), 1123 Order granting motion to compromise controversy with Carey International, Inc.. (Motion of the Debtor for Entry of an Order Approving Settlement with Carey International, Inc. [Claim No. 68] and Authorizing Actions Consistent Therewith) Filed by Debtor Highland Capital Management, L.P. (related document 1025) Entered on 10/5/2020. (Okafor, M.), 1124 Order granting motion to appear pro hac vice adding Elissa A. Wagner for Highland Capital Management, L.P. (related document 1114) Entered on 10/5/2020. (Okafor, M.), 1125 Order granting motion to seal exhibits (related document 1091 Motion for Entry of an Order Authorizing Filing under Seal Certain of the Exhibits to the Declaration of John A. Morris in Support of the Debtor's Motion for Entry of an Order Approving Settlements with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81), and Authorizing Actions Consistent Therewith) Filed by Debtor Highland Capital Management, L.P.) Entered on 10/5/2020. (Okafor, M.), 1126 Order approving stipulation regarding Proof of Claim No. 93 of Integrated Financial Associates, Inc. (RE: related document(s)1117 Stipulation filed by Debtor Highland Capital Management, L.P.). The hearing on the Debtors Objection to the IFA Claim currently scheduled to be held on October 14, 2020 at 1:30 p.m. (Central Time) is hereby CANCELLED. Entered on 10/5/2020 (Okafor, M.)). (Kass, Albert)</p>
10/08/2020	<p>● 1153 (40 pgs; 3 docs) Response opposed to (related document(s): 906 Objection to claim filed by Debtor Highland Capital Management, L.P.) filed by Creditor The Dugaboy Investment Trust. (Attachments: # 1 Ex. A - Loan Agreement # 2 Ex.B - Account Summary) (Assink, Bryan)</p>
10/08/2020	<p>● 1164 Hearing held on 10/8/2020. (RE: related document(s)1119 Motion to extend time to Deadline To File An Adversary Proceeding Against CLO Holdco, Ltd. (EMERGENCY) Filed by Creditor Committee Official Committee of Unsecured Creditors.) (Appearances: P. Montgomery for Official Committee of Unsecured Creditors; J. Kane for CLO Holdco. Nonevidentiary hearing. Announcement of an agreed 60-day extension. Counsel to upload order.) (Edmond, Michael) (Entered: 10/13/2020)</p>
10/09/2020	<p>● 1154 (11 pgs; 2 docs) Motion for leave to <i>Amend Certain Proofs of Claim</i> Filed by Creditor The Dugaboy Investment Trust Objections due by 10/30/2020. (Attachments: # 1 Proposed Order) (Assink, Bryan)</p>
10/09/2020	<p>● 1155 (10 pgs; 2 docs) Order sustaining first omnibus objection to Certain (A) Duplicate Claims; (B) Overstated Claims; (C) Late-Filed Claims; (D) Satisfied Claims; (E) No-Liability Claims; and (F) Insufficient-Documentation Claims (RE: related document(s)906 Objection to claim filed by Debtor Highland Capital Management, L.P.). (Attachments: # 1 Schedules 1 - 6) Entered on 10/9/2020 (Okafor, M.)</p>
10/09/2020	<p>● 1156 (11 pgs) Certificate of service re: <i>Notice of Hearing on PensionDanmarks Motion for Relief from the Automatic Stay and Extending the Objection Deadline</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1136 Notice of hearing filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s)1119 Motion to extend time to Deadline To File An Adversary Proceeding Against CLO Holdco, Ltd. (EMERGENCY) Filed by Creditor Committee Official Committee of Unsecured Creditors Objections due by 10/23/2020.). Hearing to be held on</p>

	10/8/2020 at 02:30 PM Dallas Judge Jernigan Ctrm for 1119 , filed by Creditor Committee Official Committee of Unsecured Creditors). (Kass, Albert)
10/09/2020	<p>1157 (5 pgs) Certificate of service re: <i>Eighth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from July 1, 2020 through July 31, 2020</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1142 Application for compensation (<i>Eighth Monthly Application for Compensation and Reimbursement of Expenses of Hayward & Associates PLLC as Local Counsel to the Debtor for the Period from July 1, 2020 through July 31, 2020</i>) for Hayward & Associates PLLC, Debtor's Attorney, Period: 7/1/2020 to 7/31/2020, Fee: \$29,785.00, Expenses: \$980.60. Filed by Other Professional Hayward & Associates PLLC (Attachments: # 1 Exhibit A--H&A July 2020 Invoice) filed by Other Professional Hayward & Associates PLLC). (Kass, Albert)</p>
10/09/2020	<p>1158 (11 pgs) Certificate of service re: 1) <i>Daugherty's Motion to Confirm Status of Automatic Stay, or alternatively to Modify Automatic Stay; and 2) Declaration of John A. Morris in Support of the Debtor's (I) Objection to Patrick Daugherty's Motion to Confirm Status of Automatic Stay, or Alternatively to Modify Automatic Stay and (II) Cross-Motion to Extend the Automatic Stay to, or Otherwise Enjoin, the Delaware Cases</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1148 Objection to (related document(s): 1099 Motion for relief from stay - <i>Daugherty's Motion to Confirm Status of Automatic Stay, or alternatively to Modify Automatic Stay</i> Fee amount \$181, filed by Creditor Patrick Daugherty) filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P., 1149 Declaration re: (<i>Declaration of John A. Morris in Support of the Debtor's (I) Objection to Patrick Daugherty's Motion to Confirm Status of Automatic Stay, or Alternatively to Modify Automatic Stay and (II) Cross-Motion to Extend the Automatic Stay to, or Otherwise Enjoin, the Delaware Cases</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1148 Objection). (Attachments: # 1 Exhibit 1) filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/09/2020	<p>1159 (4 pgs) Certificate of service re: (<i>Supplemental</i>) <i>Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1081 Notice of hearing (<i>Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1080 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement). (Attachments: # 1 Exhibit A--First Amended Plan of Reorganization # 2 Exhibit B--Organizational Chart)). Hearing to be held on 10/22/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1080, filed by Debtor Highland Capital Management, L.P., 1097 Certificate of service re: <i>Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1081 Notice of hearing (<i>Notice of Hearing on Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1080 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s)945 Disclosure statement). (Attachments: # 1 Exhibit A--First Amended Plan of Reorganization # 2 Exhibit B--Organizational Chart)). Hearing to be held on 10/22/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 1080, filed by Debtor Highland Capital Management, L.P.). filed by Claims Agent Kurtzman Carson Consultants LLC). (Kass, Albert)</p>
10/09/2020	<p>1160 (25 pgs) Application for compensation <i>Ninth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 8/1/2020 to 8/31/2020, Fee: \$198,616.32, Expenses: \$0. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 10/30/2020. (Hoffman, Juliana)</p>
10/10/2020	<p>1161 (8 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)1146 Order granting motion to appear pro hac vice adding Joseph L. Christensen for Patrick Daugherty (related document 1134) Entered on 10/8/2020. (Okafor, M.)) No. of Notices: 1. Notice Date 10/10/2020. (Admin.)</p>
10/10/2020	<p>1162 (8 pgs) BNC certificate of mailing - PDF document. (RE: related document(s)1147 Order granting motion to appear pro hac vice adding Thomas A. Uebler for Patrick Daugherty (related document</p>

	1155 Entered on 10/8/2020 (Okafor, M.) No. of Notices: 1. Notice Date 10/10/2020. (Admin.)
10/12/2020	1163 (3 pgs) Order setting hearing on any summary judgment motion and any 3018 Motion filed in accordance with this Order (RE: related document(s) 928 Objection to claim filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 11/20/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 928 , Entered on 10/12/2020 (Okafor, M.)
10/13/2020	1165 (3 pgs) Assignment/Transfer of Claim. Fee Amount \$25. Transfer Agreement 3001 (e) 1 Transferors: Stanton Advisors LLC (Amount \$10,000.00) To Argo Partners. Filed by Creditor Argo Partners. (Gold, Matthew)
10/13/2020	1166 (3 pgs) Assignment/Transfer of Claim. Fee Amount \$25. Transfer Agreement 3001 (e) 2 Transferors: Lynn Pinker Cox & Hurst, LLP (Claim No. 148, Amount \$507,430.34) To MCS Capital LLC c/o STC, Inc.. Filed by Creditor Argo Partners. (Gold, Matthew)
10/13/2020	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (25.00). Receipt number 28176112, amount \$ 25.00 (re: Doc# 1165). (U.S. Treasury)
10/13/2020	Receipt of filing fee for Assignment/Transfer of claim (Claims Agent)(19-34054-sgj11) [claims,trclmagt] (25.00). Receipt number 28176112, amount \$ 25.00 (re: Doc# 1166). (U.S. Treasury)
10/13/2020	1167 (3 pgs) Notice to take deposition of James P. Seery, Jr., CEO, Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
10/14/2020	1168 (2 pgs) Order granting extension of time to file an adversary proceeding against CLO Holdco, Ltd (RE: related document(s) 1119 Motion to extend time to Deadline To File An Adversary Proceeding Against CLO Holdco, Ltd. (EMERGENCY) filed by Creditor Committee Official Committee of Unsecured Creditors. Modified to correct linkage on 11/3/2020 (Ecker, C.).
10/14/2020	1169 (4 pgs) Agreed Supplemental Order authorizing the retention and employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the petition date (RE: related document(s) 763 Order on application to employ). Entered on 10/14/2020 (Okafor, M.)
10/14/2020	1170 (12 pgs) Certificate of service re: <i>Agreed Supplemental Order Authorizing the Retention and Employment of Hunton Andrews Kurth LLP as Special Counsel Nunc Pro Tunc to the Petition Date</i> filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1169 Order (generic)). (Annable, Zachery)
10/14/2020	1171 (3 pgs) Notice to take deposition of Professor Nancy B. Rapaport filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)
10/14/2020	1172 (13 pgs) Certificate of service re: <i>Order Sustaining First Omnibus Objection to Certain (A) Duplicate Claims; (B) Overstated Claims; (C) Late-Filed Claims; (D) Satisfied Claims; (E) No-Liability Claims; and (F) Insufficient-Documentation Claims</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s) 1155 Order sustaining first omnibus objection to Certain (A) Duplicate Claims; (B) Overstated Claims; (C) Late-Filed Claims; (D) Satisfied Claims; (E) No-Liability Claims; and (F) Insufficient-Documentation Claims (RE: related document(s) 906 Objection to claim filed by Debtor Highland Capital Management, L.P.). (Attachments: # 1 Schedules 1 - 6) Entered on 10/9/2020 (Okafor, M.). (Kass, Albert)
10/15/2020	1173 (11 pgs; 2 docs) Notice (<i>Notice of Filing of (I) Liquidation Analysis and (II) Financial Projections as Exhibits to Debtor's Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1080 Amended disclosure statement filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 945 Disclosure statement). (Attachments: # 1 Exhibit A--First Amended Plan of

	Reorganization # 2 Exhibit B--Organizational Chart)). (Attachments: # 1 Exhibit C/D to Debtor's Disclosure Statement for the First Amended Plan of Reorganization of Highland Capital Management, L.P.) (Annable, Zachery)
10/15/2020	1174 (4 pgs) Certificate of No Objection filed by Creditor Committee Official Committee of Unsecured Creditors (RE: related document(s) 1074 Application for compensation <i>Sidley Austin LLP's Tenth Monthly Application for Compensation and Reimbursement of Expenses</i> for Official Committee of Unsecured Creditors, Creditor Comm. Atty, Period: 8/1/2020 to 8/31/2020, Fee: \$467.). (Hoffman, Juliana)
10/15/2020	1175 (3 pgs) Witness and Exhibit List filed by Acis Capital Management GP, LLC, Acis Capital Management, L.P. (RE: related document(s) 1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159).). (Chiarello, Annmarie)
10/16/2020	1176 (12 pgs) Certificate of service re: filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1173 Notice (generic)). (Annable, Zachery)
10/16/2020	1177 (4 pgs) Response opposed to (related document(s): 1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). filed by Debtor Highland Capital Management, L.P.) filed by Creditor CLO Holdco, Ltd.. (Kane, John)
10/16/2020	1178 (125 pgs; 5 docs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1089 Motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81).). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4) (Annable, Zachery)
10/16/2020	1179 (17 pgs; 2 docs) Omnibus Objection to claim(s) of Creditor(s) Crescent Research; Hedgeye Risk Management, LLC; James D. Dondero; NexVest, LLC; James D. Dondero.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 11/18/2020. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)
10/16/2020	1180 (10 pgs; 2 docs) INCORRECT ENTRY: EVENT CODE. SEE DOCUMENT 1214. Motion to disallow claims (<i>Debtor's Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery) Modified on 10/19/2020 (Rielly, Bill).
10/16/2020	1181 (48 pgs) Brief in support filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1214 Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch)). (Annable, Zachery). Modified linkage on 10/19/2020 (Rielly, Bill).
10/16/2020	1182 (37 pgs; 5 docs) Motion to file document under seal. <i>MOTION FOR AN ORDER GRANTING LEAVE TO FILE DOCUMENTS UNDER SEAL REGARDING REDEEMER COMMITTEES MOTION FOR PARTIAL SUMMARY JUDGMENT AND JOINDER IN THE DEBTORS MOTION FOR PARTIAL SUMMARY JUDGMENT ON PROOF OF CLAIM NOS. 190 AND 191 OF UBS AG, LONDON BRANCH AND UBS SECURITIES LLC</i> Filed by Interested Party Redeemer Committee of the Highland Crusader Fund (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Exhibit C # 4 Proposed Order) (Platt, Mark)
10/16/2020	1183 (8 pgs; 2 docs) INCORRECT ENTRY: EVENT CODE. SEE DOCUMENT 1215 AND 1216. Motion to disallow claims <i>REDEEMER COMMITTEE OF THE HIGHLAND CRUSADER FUND AND THE CRUSADER FUNDS MOTION FOR PARTIAL SUMMARY JUDGMENT AND JOINDER IN THE DEBTORS MOTION FOR PARTIAL SUMMARY JUDGMENT ON PROOF OF CLAIM NOS. 190 AND 191 OF UBS AG, LONDON BRANCH AND UBS SECURITIES LLC</i> Filed by Interested Party Redeemer

	Committee of the Highland Crusader Fund (Attachments: # 1 Proposed Order) (Platt, Mark) Modified on 10/19/2020 (Rielly, Bill).
10/16/2020	<p>● 1184 (245 pgs; 20 docs) Support/supplemental document (<i>Appendix of Exhibits in Support of Debtor's Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1214 Motion for partial summary judgment on proof of claim(s) 190 and 191 of UBS Securities LLC and UBS AG, London Branch filed by Debtor Highland Capital Management, L.P.)). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 # 17 Exhibit 17 # 18 Exhibit 18 # 19 Exhibit 19) (Annable, Zachery). Related document(s) 1214 Motion for summary judgment filed by Debtor Highland Capital Management, L.P.. Modified linkage on 10/19/2020 (Rielly, Bill).</p>
10/16/2020	<p>● 1185 (6 pgs) Declaration re: (<i>Declaration of Elissa A. Wagner in Support of Debtor's Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch</i>) filed by Debtor Highland Capital Management, L.P. (RE: related document(s) 1214 Motion for partial summary judgment on proof of claim(s) 190 and 191 of UBS Securities LLC and UBS AG, London Branch filed by Debtor Highland Capital Management, L.P.). (Annable, Zachery). Modified linkage on 10/19/2020 (Rielly, Bill).</p>
10/16/2020	<p>● 1186 (33 pgs) Brief in support filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s) 1215 Redeemer Committee of the Highland Crusader Fund and the Crusader Funds' Motion for partial summary judgment on proof of claim(s) 190 and 191 of UBS AG, London Branch and UBS Securities LLC filed by Interested Party Redeemer Committee of the Highland Crusader Fun and the Crusader's Funds'). (Platt, Mark). Modified linkage on 10/19/2020 (Rielly, Bill).</p>
10/16/2020	<p>● 1187 (9 pgs; 2 docs) Motion to file document under seal. (<i>Debtor's Motion for Leave to File Certain Documents under Seal in Connection with Debtor's Motion for Partial Summary Judgment on Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch</i>) Filed by Debtor Highland Capital Management, L.P. (Attachments: # 1 Exhibit A--Proposed Order) (Annable, Zachery)</p>
10/16/2020	<p>● 1188 (10 pgs; 2 docs) Motion to file document under seal. (<i>UBS's Motion for Leave to File Documents Under Seal with (I) the Objection and (II) the Declaration of W. Kevin Moentmann in Support of the Objection to the Debtor's Motion for Entry of an Order Approving Settlements with (A) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72) and (B) the Highland Crusader Funds (Claim No. 81)</i>) Filed by Interested Parties UBS AG London Branch, UBS Securities LLC (Attachments: # 1 Proposed Order) (Sosland, Martin)</p>
10/16/2020	<p>● 1189 (769 pgs; 30 docs) INCORRECT ENTRY: Attorney to refile. Support/supplemental document <i>APPENDIX TO REDEEMER COMMITTEE OF THE HIGHLAND CRUSADER FUND AND THE CRUSADER FUNDS BRIEF IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT AND JOINDER IN THE DEBTORS MOTION FOR PARTIAL SUMMARY JUDGMENT ON PROOF OF CLAIM NOS. 190 AND 191 OF UBS AG, LONDON BRANCH AND UBS SECURITIES LLC</i> filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s) 1183 Motion to disallow claims <i>REDEEMER COMMITTEE OF THE HIGHLAND CRUSADER FUND AND THE CRUSADER FUNDS MOTION FOR PARTIAL SUMMARY JUDGMENT AND JOINDER IN THE DEBTORS MOTION FOR PARTIAL SUMMARY JUDGMENT ON PROOF OF CLAIM NOS. 190 AND 191 OF UBS AG, LOND,</i> 1186 Brief). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4 # 5 Exhibit 5 # 6 Exhibit 6 # 7 Exhibit 7 # 8 Exhibit 8 # 9 Exhibit 9 # 10 Exhibit 10 # 11 Exhibit 11 # 12 Exhibit 12 # 13 Exhibit 13 # 14 Exhibit 14 # 15 Exhibit 15 # 16 Exhibit 16 (slip page - to be filed under seal upon order from Court) # 17 Exhibit 17 (slip page) # 18 Exhibit 18 (slip page) # 19 Exhibit 19 (slip page) # 20 Exhibit 20 (slip page) # 21 Exhibit 21 (slip page) # 22 Exhibit 22 (slip page) # 23 Exhibit 23 (slip page) # 24 Exhibit 24 (slip page) # 25 Exhibit 25 (slip page) # 26 Exhibit 26 (slip page) # 27 Exhibit 27 (slip page) # 28 Exhibit 28 (slip page) # 29 Exhibit 29 (slip page)) (Platt, Mark) Modified on 10/19/2020 (Ecker, C.).</p>

10/16/2020	<p>● 1190 (42 pgs; 2 docs) Objection to (related document(s): 1089 Motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81). filed by Debtor Highland Capital Management, L.P.) filed by Interested Parties UBS AG London Branch, UBS Securities LLC. (Attachments: # 1 A-C) (Sosland, Martin)</p>
10/16/2020	<p>● 1191 (8 pgs) Response opposed to (related document(s): 1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). filed by Debtor Highland Capital Management, L.P.) filed by Interested Party Highland CLO Funding, Ltd.. (Maloney, Mark)</p>
10/16/2020	<p>● 1192 (36 pgs; 3 docs) Declaration re: <i>W. Kevin Moentmann in Support of Objection to the Debtor's Motion for Entry of an Order Approving Settlements With (A) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (B) the Highland Crusader Funds (Claim No. 81)</i> filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1190 Objection). (Attachments: # 1 Exhibit 1-6 # 2 Attachments A-C) (Sosland, Martin)</p>
10/16/2020	<p>● 1193 (3 pgs) Notice of hearing filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1179 Omnibus Objection to claim(s) of Creditor(s) Crescent Research; Hedgeye Risk Management, LLC; James D. Dondero; NexVest, LLC; James D. Dondero.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 11/18/2020. (Attachments: # 1 Exhibit A--Proposed Order)). Hearing to be held on 12/14/2020 at 02:30 PM Dallas Judge Jernigan Ctrm for 1179, (Annable, Zachery)</p>
10/16/2020	<p>● 1194 (2134 pgs; 25 docs) Witness and Exhibit List filed by Interested Party James Dondero (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159).). (Attachments: # 1 Dondero Ex. A # 2 Dondero Ex. B # 3 Dondero Ex. C # 4 Dondero Ex. D # 5 Dondero Ex. E # 6 Dondero Ex. F # 7 Dondero Ex. G # 8 Dondero Ex. H # 9 Dondero Ex. I # 10 Dondero Ex. J # 11 Dondero Ex. K # 12 Dondero Ex. L # 13 Dondero Ex. M # 14 Dondero Ex. N # 15 Dondero Ex. O # 16 Dondero Ex. P # 17 Dondero Ex. Q # 18 Dondero Ex. R # 19 Dondero Ex. S # 20 Dondero Ex. T # 21 Dondero Ex. U # 22 Dondero Ex. V # 23 Dondero Ex. W # 24 Dondero Ex. X) (Assink, Bryan)</p>
10/16/2020	<p>● 1195 (6 pgs) Objection to (related document(s): 1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). filed by Debtor Highland Capital Management, L.P.) filed by Creditor HarbourVest et al. (Driver, Vickie)</p>
10/16/2020	<p>● 1196 (4 pgs) Witness and Exhibit List filed by Creditor HarbourVest et al (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159).). (Driver, Vickie)</p>
10/16/2020	<p>● 1197 (10 pgs) INCORRECT ENTRY: Attorney to refile. Notice <i>Response to Debtor's Omnibus Objection</i> filed by Creditor NexPoint Real Estate Partners LLC f/k/a HCRE Partners LLC (RE: related document(s)906 Objection to claim(s) of Creditor(s) Daniel Sheehan and Associates, PLLC; Dun & Bradstreet; Eastern Point Trust Company, Inc.; Collin County Tax Assessor/Collector; Collin County Tax Assessor/Collector; Dallas County; Opus 2 International Inc.; Andrew Parmentier; 4CAST Inc.; Advent Software Inc.; ConvergeOne, Inc.; Denton County; Internal Revenue Service; Kaufman County; Maples and Calder; McLagen Partners, Inc.; Microsoft Corporation and Microsoft Licensing GP, a Subsidiary of Microsoft Corporation; Moodys Analytics, Inc.; Quintairos, Prieto, Wood & Boyer; Advisors Equity Group, LLC; Eagle Equity Advisors, LLC; HCRE Partner, LLC; Highland Capital Management Fund Advisors; Highland Capital Management Fund Advisors; Highland Capital Management Services, Inc.; Highland Capital Management Services, Inc.; Highland Energy MLP Fund; Highland Fixed Income Fund; Highland Floating Rate Fund; Highland Funds I; Highland Funds II; Highland Global Allocation Fund; Highland Healthcare Opportunities Fund; Highland iBoxx Senior Loan ETF; Highland Income Fund HFRO; Highland Long/Short Equity Fund; Highland Merger Arbitrage Fund; Highland Opportunistic</p>

	<p>Credit Fund; Highland Small-Cap Equity Fund; Highland Socially Responsible Equity Fund; Highland Tax-Exempt Fund; Highland Total Return Fund; NexBank SSB; NexPoint Advisors, L.P.; NexPoint Advisors, L.P.; NexPoint Capital, Inc.; NexPoint Capital, Inc.; NexPoint Discount Strategies Fund; NexPoint Energy and Material Opportunities Fund; NexPoint Event-Driven Fund; NexPoint Healthcare Opportunities Fund; NexPoint Latin America Opportunities Fund; NexPoint Real Estate Strategies Fund; NexPoint Strategic Opportunities Fund; The Dugaboy Investment Trust; The Dugaboy Investment Trust; Bentley Callan; City of Garland; Clay Callan; Eastern Point Trust Company, Inc.; Garland Independent School District; Grayson County; HarbourVest 2017 Global Fund L.P.; HarbourVest 2017 Global AIF L.P.; HarbourVest Partners L.P. on behalf of funds and accounts under management; HarbourVest Dover Street IX Investment L.P.; HarbourVest Skew Base AIF L.P.; Hartman Wanzor LLP; Irving ISD; John Morris; John R. Watkins; Linear Technologies, Inc.; Mass. Dept. of Revenue; Mediant Communications Inc.; Oklahoma Tax Commission; Jun Park; Paul N. Adkins; Paul N. Adkins; Tarrant County; Theodore N. Dameris; Theodore N. Dameris; Weijun Zang; Anish Tailor; Mollie Boyce-Field; Charles Byrne; Donald Salvino; Ericka Garcia; Garman Turner Gordon; Joe Kingsley; Frederic Mason; TDA Associates, Inc.; Wilkinson Center.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 9/1/2020. (Attachments: # 1 Exhibit A--Proposed Order and Schedules 1-7)). (Drawhorn, Lauren) Modified on 10/19/2020 (Ecker, C.).</p>
10/16/2020	<p>1198 (16 pgs) INCORRECT ENTRY: Attorney to refile. Notice <i>Response to Debtor's Omnibus Objection</i> filed by Advisors Equity Group, LLC, Eagle Equity Advisors, LLC (RE: related document(s)906 Objection to claim(s) of Creditor(s) Daniel Sheehan and Associates, PLLC; Dun & Bradstreet; Eastern Point Trust Company, Inc.; Collin County Tax Assessor/Collector; Collin County Tax Assessor/Collector; Dallas County; Opus 2 International Inc.; Andrew Parmentier; 4CAST Inc.; Advent Software Inc.; ConvergeOne, Inc.; Denton County; Internal Revenue Service; Kaufman County; Maples and Calder; McLagen Partners, Inc.; Microsoft Corporation and Microsoft Licensing GP, a Subsidiary of Microsoft Corporation; Moodys Analytics, Inc.; Quintairos, Prieto, Wood & Boyer; Advisors Equity Group, LLC; Eagle Equity Advisors, LLC; HCRE Partner, LLC; Highland Capital Management Fund Advisors; Highland Capital Management Fund Advisors; Highland Capital Management Services, Inc.; Highland Capital Management Services, Inc.; Highland Energy MLP Fund; Highland Fixed Income Fund; Highland Floating Rate Fund; Highland Funds I; Highland Funds II; Highland Global Allocation Fund; Highland Healthcare Opportunities Fund; Highland iBoxx Senior Loan ETF; Highland Income Fund HFRO; Highland Long/Short Equity Fund; Highland Merger Arbitrage Fund; Highland Opportunistic Credit Fund; Highland Small-Cap Equity Fund; Highland Socially Responsible Equity Fund; Highland Tax-Exempt Fund; Highland Total Return Fund; NexBank SSB; NexPoint Advisors, L.P.; NexPoint Advisors, L.P.; NexPoint Capital, Inc.; NexPoint Capital, Inc.; NexPoint Discount Strategies Fund; NexPoint Energy and Material Opportunities Fund; NexPoint Event-Driven Fund; NexPoint Healthcare Opportunities Fund; NexPoint Latin America Opportunities Fund; NexPoint Real Estate Strategies Fund; NexPoint Strategic Opportunities Fund; The Dugaboy Investment Trust; The Dugaboy Investment Trust; Bentley Callan; City of Garland; Clay Callan; Eastern Point Trust Company, Inc.; Garland Independent School District; Grayson County; HarbourVest 2017 Global Fund L.P.; HarbourVest 2017 Global AIF L.P.; HarbourVest Partners L.P. on behalf of funds and accounts under management; HarbourVest Dover Street IX Investment L.P.; HarbourVest Skew Base AIF L.P.; Hartman Wanzor LLP; Irving ISD; John Morris; John R. Watkins; Linear Technologies, Inc.; Mass. Dept. of Revenue; Mediant Communications Inc.; Oklahoma Tax Commission; Jun Park; Paul N. Adkins; Paul N. Adkins; Tarrant County; Theodore N. Dameris; Theodore N. Dameris; Weijun Zang; Anish Tailor; Mollie Boyce-Field; Charles Byrne; Donald Salvino; Ericka Garcia; Garman Turner Gordon; Joe Kingsley; Frederic Mason; TDA Associates, Inc.; Wilkinson Center.. Filed by Debtor Highland Capital Management, L.P.. Responses due by 9/1/2020. (Attachments: # 1 Exhibit A--Proposed Order and Schedules 1-7)). (Drawhorn, Lauren) Modified on 10/19/2020 (Ecker, C.).</p>
10/16/2020	<p>1199 (218 pgs; 6 docs) Witness and Exhibit List filed by Interested Parties UBS AG London Branch, UBS Securities LLC (RE: related document(s)1089 Motion to compromise controversy with (a) the Redeemer Committee of the Highland Crusader Fund (Claim No. 72), and (b) the Highland Crusader Funds (Claim No. 81).). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 # 4 Exhibit 4 # 5 Exhibit 5) (Sosland, Martin)</p>
10/16/2020	<p>1200 (3 pgs) Certificate No Objection filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1094 Application for compensation <i>Eleventh Monthly Application for Compensation and for</i></p>

	<i>Reimbursement of Expenses for the Period from August 1, 2020 through August 31, 2020 for Jeffrey Nathan Pomerantz, Debtor's Attorney, Period: 8/1/2020 to 8/31/.</i> (Pomerantz, Jeffrey)
10/16/2020	<p>● 1201 (15 pgs; 4 docs) Objection to (related document(s): 1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159). filed by Debtor Highland Capital Management, L.P.) filed by Creditor Patrick Daugherty. (Attachments: # 1 Exhibit A # 2 Exhibit B # 3 Service List) (Kathman, Jason)</p>
10/16/2020	<p>● 1202 (225 pgs; 5 docs) Witness and Exhibit List filed by Debtor Highland Capital Management, L.P. (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159).). (Attachments: # 1 Exhibit 1 # 2 Exhibit 2 # 3 Exhibit 3 # 4 Exhibit 4) (Annable, Zachery)</p>
10/16/2020	<p>● 1203 (20 pgs) Certificate of service re: <i>1) Summary Cover Sheet and Ninth Monthly Application of FTI Consulting, Inc. for Allowance of Compensation and Reimbursement of Expenses for the Period from August 1, 2020 to and Including August 31, 2020; 2) Scheduling Order with Respect to Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch; and 3) Scheduling Order with Respect to Proof of Claim Nos. 190 and 191 of UBS Securities LLC and UBS AG, London Branch</i> Filed by Claims Agent Kurtzman Carson Consultants LLC (related document(s)1160 Application for compensation <i>Ninth Monthly Application for Compensation and Reimbursement of Expenses</i> for FTI Consulting, Inc., Financial Advisor, Period: 8/1/2020 to 8/31/2020, Fee: \$198,616.32, Expenses: \$0. Filed by Financial Advisor FTI Consulting, Inc. Objections due by 10/30/2020. filed by Financial Advisor FTI Consulting, Inc., 1163 Order setting hearing on any summary judgment motion and any 3018 Motion filed in accordance with this Order (RE: related document(s)928 Objection to claim filed by Debtor Highland Capital Management, L.P.). Hearing to be held on 11/20/2020 at 09:30 AM Dallas Judge Jernigan Ctrm for 928, Entered on 10/12/2020 (Okafor, M.), 1167 Notice to take deposition of James P. Seery, Jr., CEO, Highland Capital Management, L.P. filed by Debtor Highland Capital Management, L.P.. filed by Debtor Highland Capital Management, L.P.). (Kass, Albert)</p>
10/16/2020	<p>● 1215 (8 pgs; 2 docs) Redeemer Committee of the Highland Crusader Fund and the Crusader Funds' Motion for partial summary judgment on proof of claim(s) 190 and 191 of UBS AG, London Branch and UBS Securities LLC filed by Interested Party Redeemer Committee of the Highland Crusader Fun and the Crusader's Funds' (Attachments: # 1 Proposed Order) (RE: Related document(s) 933 Objection to claim filed by Interested Party Redeemer Committee of the Highland Crusader Fund). (Rielly, Bill). (Entered: 10/19/2020)</p>
10/16/2020	<p>● 1216 (8 pgs; 2 docs) Joinder by filed by Interested Party Redeemer Committee of the Highland Crusader Fund (RE: related document(s)1214 Motion for summary judgment). (Attachments: # 1 Proposed Order) (Rielly, Bill) (Entered: 10/19/2020)</p>
10/17/2020	<p>● 1204 (7 pgs; 3 docs) Witness and Exhibit List filed by Creditor Patrick Daugherty (RE: related document(s)1087 Motion to compromise controversy with (A) Acis Capital Management, L.P. and Acis Capital Management GP LLC (Claim No. 23), (B) Joshua N. Terry and Jennifer G. Terry (Claim No. 156), and (C) Acis Capital Management, L.P. (Claim No. 159).). (Attachments: # 1 Exhibit PHD -1 # 2 Exhibit PHD - 2) (Kathman, Jason)</p>
10/18/2020	<p>● 1205 (3 pgs) Notice to take deposition of W. Kevin Moentmann filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
10/18/2020	<p>● 1206 (3 pgs) Notice to take deposition of W. Kevin Moentmann filed by Debtor Highland Capital Management, L.P.. (Annable, Zachery)</p>
10/18/2020	<p>● 1207 (19 pgs; 2 docs) Motion to allow claims of <i>HarbourVest Pursuant to Rule 3018(A) of the Federal Rules of Bankruptcy Procedure for Temporary Allowance of Claims for Purposes of Voting to Accept or</i></p>

STINSON LLP

Deborah Deitsch-Perez
 Michael P. Aigen
 2200 Ross Avenue, Suite 2900
 Dallas, Texas 75201
 Telephone: (214) 560-2201
 Facsimile: (214) 560-2203
 Email: deborah.deitschperez@stinson.com
 Email: michael.aigen@stinson.com

Counsel for Hunter Mountain Investment Trust

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

In re:

HIGHLAND CAPITAL MANAGEMENT, L.P.

 Reorganized Debtor.

Chapter 11

Case No. 19-34054 (sgj)

**APPENDIX IN SUPPORT OF MOTION FOR LEAVE TO FILE AN
 INTERLOCUTORY APPEAL**

Hunter Mountain Investment Trust (“HMIT”) files this Appendix in Support of its Motion for Leave to File an Interlocutory Appeal.

Exhibit	Case No./Dkt. No.	Description	Appendix Page(s)
1	19-34054-sgj-11 Dkt. 3699	Hunter Mountain Investment Trust’s Emergency Motion for Leave to File Verified Adverary [sic] Proceeding, dated March 28, 2023	001-039
2	23-03038-sgj Dkt. 1	Complaint to (I) Compel Disclosures about the Assets of the Highland Claimant Trust and (II) Determine (A) Relativity Value of those Assets, and (B) Nature of Plaintiffs’ Interests in the Claimant Trust, dated May 10, 2023	040-068

3	19-34054-sgj-11 Dkt. 3903	Memorandum Opinion and Order Pursuant to Plan “Gatekeeper Provision” and Pre-Confirmation “Gatekeeper Orders”: Denying Hunter Mountain Investment Trusts’ Emergency Motion for Leave to File Verified Adversary Proceeding, dated August 25, 2023	069-174
4	23-03038-sgj Dkt. 14	Memorandum of Law in Support of Highland Capital Management, L.P. and The Highland Claimant Trust’s Motion to Dismiss Complaint, dated November 22, 2023	175-205
5	23-03038-sgj Dkt. 17	The Dugaboy Investment Trust and Hunter Mountain Investment Trust’s Response to the Highland Parties’ Motion to Dismiss Complaint to (I) Compel Disclosures about the Assets of the Highland Claimant Trust and (II) Determine (A) Relativity Value of those Assets, and (B) Nature of Plaintiffs’ Interests in the Claimant Trust, dated December 29, 2023	206-236
6	19-34054-sgj-11 Dkt. 4000	Motion for Leave to File a Delaware Complaint, dated January 1, 2024	237-375
7	19-34054-sgj-11 Dkt. 4013	Highland’s Motion to Stay Contested Matter [Dk No. 4000] or for Alternative Relief, dated January 16, 2024	376-384
8	19-34054-sgj-11 Dkt. 4019	James P. Seery, Jr.’s Joinder to Highland Capital Management L.P.’s Motion to Stay Contested Matter [Dk No. 4000] or for Alternative Relief and Emergency Motion to Expedite Hearing on Motion for Stay, dated January 22, 2024	385-387
9	23-03038-sgj Dkt. 26	Memorandum Opinion and Order Granting Motion to Dismiss Adversary Proceeding in which Contingent Interest Holders in Chapter 11 Plan Trust Seek a Post-Confirmation Valuation of Trust Assets, dated May 24, 2024	388-424
10	19-34054-sgj-11 Dkt. 4087	Hunter Mountain Investment Trust’s Supplement to Response to Motion to Stay, dated June 11, 2024	425-454
11	19-34054-sgj-11 Dkt. 4091	Transcript of June 12, 2024 Status Conference on Motion to Stay Contested Matter	455-503
12	19-34054-sgj-11 Dkt. 4104	Order Extending Stay of Contested Matter [Docket No. 4000], dated June 24, 2024	504-510

Dated: July 8, 2024

Respectfully submitted,
STINSON LLP

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for Hunter Mountain Investment Trust

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 8, 2024, a true and correct copy of this document was served electronically via the Court's CM/ECF system to the parties registered or otherwise entitled to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

EXHIBIT 1

Sawnie A. McEntire
Texas State Bar No. 13590100
smcentire@pmmlaw.com
1700 Pacific Avenue, Suite 4400
Dallas, Texas 75201
Telephone: (214) 237-4300
Facsimile: (214) 237-4340

Roger L. McCleary
Texas State Bar No. 13393700
rmccleary@pmmlaw.com
One Riverway, Suite 1800
Houston, Texas 77056
Telephone: (713) 960-7315
Facsimile: (713) 960-7347

Attorneys for Hunter Mountain Investment Trust

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

In re: §
§
HIGHLAND CAPITAL § **Chapter 11**
MANAGEMENT, L.P. §
§ **Case No. 19-34054-sgj11**
Debtor. §

**HUNTER MOUNTAIN INVESTMENT TRUST’S EMERGENCY MOTION FOR
LEAVE TO FILE VERIFIED ADVERARY PROCEEDING**

Hunter Mountain Investment Trust (“HMIT”), Movant, files this Emergency Motion for Leave to File Verified Adversary Proceeding (“Motion”), both in its individual capacity and as a derivative action on behalf of the Reorganized Debtor, Highland Capital Management, L.P. (“HCM” or “Reorganized Debtor”) and the Highland Claimant Trust against Muck Holdings, LLC (“Muck”), Jessup Holdings, LLC (“Jessup”), Farallon

[1]



Sawnie A. McEntire
Texas State Bar No. 13590100
smcentire@pmmlaw.com
1700 Pacific Avenue, Suite 4400
Dallas, Texas 75201
Telephone: (214) 237-4300
Facsimile: (214) 237-4340

Roger L. McCleary
Texas State Bar No. 13393700
rmccleary@pmmlaw.com
One Riverway, Suite 1800
Houston, Texas 77056
Telephone: (713) 960-7315
Facsimile: (713) 960-7347

Attorneys for Hunter Mountain Investment Trust

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

In re:	§	
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.	§	Chapter 11
	§	
Debtor.	§	Case No. 19-34054-sgj11
	§	

**HUNTER MOUNTAIN INVESTMENT TRUST’S EMERGENCY MOTION FOR
LEAVE TO FILE VERIFIED ADVERARY PROCEEDING**

Hunter Mountain Investment Trust (“HMIT”), Movant, files this Emergency Motion for Leave to File Verified Adversary Proceeding (“Motion”), both in its individual capacity and as a derivative action on behalf of the Reorganized Debtor, Highland Capital Management, L.P. (“HCM” or “Reorganized Debtor”) and the Highland Claimant Trust against Muck Holdings, LLC (“Muck”), Jessup Holdings, LLC (“Jessup”), Farallon

Capital Management, LLC (“Farallon”), Stonehill Capital Management, LLC (“Stonehill”), James P. Seery, Jr. (“Seery”) and John Doe Defendant Nos. 1-10 (Muck, Jessup, Stonehill, Farallon, Seery and the John Doe Defendant Nos. 11-10 are collectively “Respondents” or “Proposed Defendants”).

I. Good Cause for Expedited Relief

1. HMIT seeks leave to file an Adversary Proceeding pursuant to the Court’s “gatekeeping” orders, as well as the injunction and exculpation provisions in the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (Doc. 1943), as modified (the “Plan”).¹ A copy of HMIT’s proposed Verified Adversary Proceeding (“Adversary Proceeding”) is attached as Exhibit 1 to this Motion. This Motion is separately supported by objective evidence derived from historical filings in the bankruptcy proceedings,² as well as the declarations of James Dondero, dated May 2022 (Ex. 2), James Dondero, dated February 2023 (Ex. 3), and Sawnie A. McEntire with attached evidence (Ex. 4).³

¹ The exculpation provisions were recently modified by a decision of the Fifth Circuit. Such provisions apply to James P. Seery, Jr. only and are limited to his capacity as an Independent Director. *Matter of Highland Cap. Mgmt., L.P.*, 48 F.4th 419, 438 (5th Cir. 2022).

² Unless otherwise referenced, all references to evidence involving documents filed in the Debtor’s bankruptcy proceedings (Case No. 19-34054-sgj11 (Bankr. N.D. Tex.)) are cited by “Doc.” reference. HMIT asks the Court to take judicial notice of the documents identified by such entries.

³ The supporting declarations will be cited as Dondero 2022 Dec. (Ex. 2), Dondero 2023 Dec. (Ex. 3), and McEntire Dec. (Ex. 4).

2. The expedited nature of this Motion is permitted under Fed. R. Bank P. 9006 (c)(1), which authorizes a shortened time for a response and hearing for good cause. For the reasons set forth herein, HMIT has shown good cause and requests that the Court schedule a hearing on this Motion on three (3) days' notice, and that any responses be filed no later than twenty-four hours before the scheduled hearing.⁴

3. HMIT brings this Motion on behalf of itself and derivatively on behalf of the Reorganized Debtor and the Highland Claimant Trust ("Claimant Trust"), as defined in the Claimant Trust Agreement (Doc. 3521-5) ("CTA").⁵ Upon the Plan's Effective Date, Highland Capital Management, LP, as the original Debtor ("Original Debtor"), transferred its assets, including its causes of action, to the Claimant Trust, including the causes of action set forth in the attached Adversary Proceeding. The attached Adversary Proceeding alleges claims which are substantially more than "colorable" based upon plausible allegations that the Proposed Defendants, acting in concert, perpetrated a fraud,⁶ including a fraud upon innocent stakeholders, as well as breaches of fiduciary

⁴ Expedited action on this Motion is also warranted to hasten Movants' opportunity to file suit, pursue prompt relevant discovery, and reduce the threat of loss of potentially key evidence. Upon information and belief, Seery has been deleting text messages on his personal iPhone via a rolling, automatic deletion setting.

⁵ Solely in the alternative, and in the unlikely event HMIT's proposed causes of actions against Seery, Stonehill, Farallon, Muck, and/or Jessup are considered to be "Estate Claims" as those terms are used and defined within the CTA and Exhibit A to the Notice of Final Term Sheet [Docket No. 354] in HCM's bankruptcy (and without admitting the same), HMIT alternatively seeks standing to bring this action as a derivative action on behalf of the Litigation Sub-Trust as appropriate.

⁶ Neither this Motion nor the proposed Adversary Complaint seeks to challenge the Court's Orders or the Plan. In addition, neither this Motion nor the proposed Adversary Complaint seeks to redistribute the assets of the Claimant Trust in a manner that would adversely impact innocent creditors. Rather, the

duties and knowing participation in (or aiding and abetting) breaches of fiduciary duty. The Adversary Proceeding also alleges that the Proposed Defendants did so collectively by falsely representing the value of the Debtor's Estate, failing to timely disclose accurate values of the Debtor's Estate, and trading on material non-public information regarding such values. HMIT also alleges that the Proposed Defendants colluded to manipulate the Debtor's Estate—providing Seery the opportunity to plant close business allies into positions of control to approve Seery's compensation demands following the Effective Date.

4. Emergency relief is needed because of a fast-approaching date (April 16, 2023) that one or more of the Proposed Defendants *may* argue, depending upon choice of law, constitutes the expiration of the statute of limitations concerning some of the common law claims available to the Claimant Trust, as well as to HMIT.⁷ Although HMIT offered to enter tolling agreements from each of the Proposed Defendants, they either rejected HMIT's requests or have not confirmed their willingness to do so, thereby necessitating the expedited nature of this Motion.⁸ Because this Motion is subject to the

proposed Adversary Proceeding seeks to benefit all innocent stakeholders while working within the terms and provisions of the Plan, as well as the Claimant Trust Agreement.

⁷ The first insider trade at issue involved the sale and transfer of Claim 23 in the amount of \$23 million held by ACMLD Claim, LLC to Muck on April 16, 2021 (Doc. 2215).

⁸ HMIT has been diligent in its efforts to investigate the claims described in this Motion, including the filing of a Tex. R. Civ. P. Rule 202 proceeding in January 2023, which was not adjudicated until recently in March 2023. Those proceedings were conducted in the 191st Judicial District Court in Dallas County, Texas, under Cause DC-23-01004. *See* McEntire Dec. Ex. 4 and the attached Ex. 4-A. Farallon and Stonehill defended those proceedings by aggressively arguing, in significant part, that the discovery issues were better undertaken in this Court.⁸ The Rule 202 Petition was recently dismissed (**necessarily without prejudice**)

Court's "gatekeeping" orders and the injunction provisions of the Plan, emergency leave is required.

5. This Motion will come as no surprise to the Proposed Defendants. Farallon and Stonehill were involved in recent pre-suit discovery proceedings under Rule 202 of the Texas Rules of Civil Procedure relating to the same insider trading allegations described in this Motion. Muck and Jessup, special purpose entities created and ostensibly controlled by Farallon and Stonehill, respectively, also were provided notice of these Rule 202 Proceedings in February 2023.⁹ Like this Motion, the Rule 202 Proceedings focused on Muck, Jessup, Farallon, and Stonehill and their wrongful purchase of large, allowed claims in the Original Debtor's bankruptcy based upon material non-public information. Seery is also aware of these insider trading allegations because of a prior written demand.

6. In light of the Proposed Defendants' apparent refusal to enter tolling agreements, or their failure to fully affirm their willingness to do so, HMIT is forced to seek emergency relief from this Court to proceed timely with the proposed Adversary Proceeding before the expiration of any *arguable* limitations period.¹⁰

on March 8, 2023, ostensibly based on such arguments. However, it is telling that Stonehill and Farallon admitted during the Rule 202 Proceedings to their "affiliation" with Muck and Jessup and that they bought the Claims through these entities.

⁹ See Dec. of Sawnie McEntire, Ex. 4.

¹⁰ HMIT respectfully requests that this Motion be addressed and decided on an expedited basis that provides HMIT sufficient time to bring the proposed action timely. In the event the Court denies the requested relief, HMIT respectfully requests prompt notice of the Court's ruling to allow HMIT sufficient

II. Summary of Claims

7. HMIT requests leave to commence the proposed Adversary Proceeding, attached as Exhibit 1, seeking redress for breaches of duty owed to HMIT, breaches of duties owed to the Original Debtor's Estate, aiding and abetting breaches of those fiduciary duties, conspiracy, unjust enrichment, and fraud. HMIT also alleges several viable remedies, including (i) imposition of a constructive trust; (ii) equitable disallowance of any unpaid balance on the claims at issue;¹¹ (iii) disgorgement of ill-gotten profits (received by Farallon, Stonehill, Muck and Jessup) to be restituted to the Claimant Trust; (iv) disgorgement of ill-gotten compensation (received by Seery) to be restituted to the Claimant Trust; (v) declaratory judgment relief; (vi) actual damages; and (vii) punitive damages.

III. Standing

8. **HMIT**. Prior to the Plan's Effective Date, HMIT was the largest equity holder in the Original Debtor and held a 99.5% limited partnership interest. HMIT currently holds a Class 10 Claim as a contingent Claimant Trust Interest under the CTA

time to seek, if necessary, appropriate relief in the United States District Court. In order to have a fair opportunity to seek such relief on a timely basis and protect HMIT's rights and the rights of the Reorganized Debtor, HMIT will need to seek such relief on or before Wednesday, April 5, 2023, if this Motion has not been resolved.

¹¹ In the alternative only, subordination of Muck's and Jessup's General Unsecured Claim Trust Interests and Subordinated Claim Trust Interests to all other interests in the Claimant Trust, including HMIT's Contingent Trust Interest, is necessary and appropriate to remedy Muck's and Jessup's wrongful conduct, and is also consistent with the purposes of the Bankruptcy Code.

(Doc. 3521-5). Upon information and belief, all conditions precedent to HMIT's certification as a vested Claimant Trust Beneficiary would be readily satisfied but for the Defendants' wrongful actions and conduct described in this Motion and the attached Adversary Proceeding.

9. **Reorganized Debtor.** Although HMIT has standing as a former Class B/C Equity Holder, Class 10 claimant, and now contingent Claimant Trust Interest under the CTA,¹² this Motion separately seeks authorization to prosecute the Adversary Proceeding derivatively on behalf of the Reorganized Debtor and Claimant Trust. All conditions precedent to bringing a derivative action are satisfied.

10. Fed. R. Civ. P. 23.1 provides the procedural steps for "derivative actions," and applies to this proceeding pursuant to Fed. R. Bank. P. 7023.1. Applying Rule 7023.1, the Proposed Defendants' wrongful conduct occurred, and the improper trades consummated, in the spring and early summer of 2021, before the Effective Date in August 2021. During this period, HMIT was the 99.5% Class B/C limited partner in the original Debtor. As such, HMIT has individual standing to bring this action because Seery owed fiduciary duties directly to HMIT at that time, and the other Proposed Defendants aided and abetted breaches of those duties at that time.

¹² The last transaction at issue involved Claim 190, the Notice for which was filed on August 9, 2021. (Doc. 2698).

11. The derivative nature of this proceeding is also appropriate because any demand on Seery would be futile.¹³ Seery is the Claimant Trustee under the terms of the CTA. Furthermore, any demand on the Oversight Board to prosecute these claims would be equally futile because Muck and Jessup, both of whom are Proposed Defendants, dominate the Oversight Board.¹⁴

12. The “classic example” of a proper derivative action is when a debtor-in-possession is “unable or unwilling to fulfill its obligations” to prosecute an otherwise colorable claim where a conflict of interest exists. *Cooper*, 405 B.R. at 815 (quoting *Louisiana World*, 858 F.2d at 252). Here, because HMIT’s proposed Adversary Proceeding includes claims against Seery, Muck, and Jessup, the conflicts of interest are undeniable. Seery is the Trustee of the Claimant Trust Assets under the CTA, and he also serves as the “Estate Representative.”¹⁵ Muck and Jessup, as successors to Acis, the Redeemer Committee and UBS, effectively control the Oversight Board, with the responsibility to “monitor and oversee the administration of the Claimant Trust and the Claimant Trustee’s performance”¹⁶

¹³ Any demand on the Litigation Sub-Trust would be equally futile for the same reasons addressed herein, since the Litigation Trustee serves at the direction of the Oversight Board.

¹⁴ See Footnote 8, *infra*. In December 2021, several stakeholders made a demand on the Debtor through James Seery, in his capacity as Trustee to the Claimant Trust, to pursue claims related to these insider trades.

¹⁵ See Claimant Trust Agreement (Doc. 3521-5), Sec. 3.11.

¹⁶ *Id.* at Sec. 4.2(a) and (b).

13. Creditors' committees frequently bring suit on behalf of bankruptcy estates.

Yet, it is clear that any *appropriately designated party* also may bring derivative claims.

In re Reserve Prod., Inc., 232 B.R. 899, 902 (Bankr. E.D. Tex. 1999) (citations omitted); see *In re Enron Corp.*, 319 B.R. 128, 131 (Bankr. S.D. Tex. 2004). As this Court has held in *In Re Cooper*:

In Chapter 11 [cases], there is both a textual basis . . . and, frequently, a non-textual, equitable rationale for granting a creditor or creditors committee derivative standing to pursue estate actions (*i.e.*, the equitable rationale coming into play when the debtor-in-possession has a conflict of interest in pursuing an action, such as in the situation of an insider-defendant).

In re Cooper, 405 B.R. 801, 803 (Bankr. N.D. Tex. 2009) (also noting that “[c]onflicts of interest are, of course, frequently encountered in Chapter 11, where the metaphor of the ‘fox guarding the hen house’ is often apropos”); see also *In re McConnell*, 122 B.R. 41, 43-44 (Bankr. S.D. Tex. 1989) (“[I]ndividual creditors can also act in lieu of the trustee or debtor-in-possession . . .”). Here, the Proposed Defendants are the “foxes guarding the hen house,” and their conflicts of interest abound.¹⁷ Proceeding in a derivative capacity is necessary, if not critical.

¹⁷ See *Citicorp Venture Cap., Ltd. v. Comm. of Creditors Holding Unsecured Claims*, 160 F.3d 982, 987 (3d Cir. 1998) (settlement noteholders purchased Debtors' securities with “the benefit of non-public information acquired as a fiduciary” for the “dual purpose of making a profit and influenc[ing] the reorganization in [their] own self-interest.”), see also *Wolf v. Weinstein*, 372 U.S. 633, 642, 83 S.Ct. 969, 10 L.Ed.2d 33 (1963) (“Access to inside information or strategic position in a corporate reorganization renders the temptation to profit by trading in the Debtor's stock particularly pernicious.”).

14. The proposed Adversary Proceeding also sets forth claims that readily satisfy the Court's threshold standards requiring "colorable" claims, as well as the requirements for a derivative action. This Motion, which is supported by objective evidence contained in historical filings in the bankruptcy proceedings, also incorporates sworn declarations. At the very least, this additional evidence satisfies the Court's threshold requirements of willful misconduct and fraud set forth in the "gatekeeping" orders, as well as the injunction and exculpation provisions in the Plan.¹⁸ This evidence also supports well-pleaded allegations exempted from the scope of the releases included in the Plan.

15. HMIT is an appropriate party to bring this action on behalf of the Reorganized Debtor and the Claimant Trust. If successful, the Adversary Proceeding will likely recover well over \$100 million for the Claimant Trust, thereby enabling the Reorganized Debtor and Claimant Trust to pay off any remaining innocent creditors and make significant distributions to HMIT as a vested Claimant Trust Beneficiary.

16. As of December 31, 2022, the Claimant Trust had distributed 64.2% of the total \$397,485,568 par value of all Class 8 and Class 9 unsecured creditor claims. The

¹⁸ HMIT recognizes that it is an "Enjoined Party" under the Plan. The Plan requires a showing, *inter alia*, of bad faith, willful misconduct, or fraud against a "Protected Party." Seery is a "Protected Party" and an "Exculpated Party" in his capacity as an Independent Director. Muck and Jessup *may* be "Protected Parties" as members of the Oversight Committee, but they were not "protected" when they purchased the Claims before the Effective Date. While it is HMIT's position that Farallon and Stonehill do not qualify as "Protected Parties," they are included in this Motion in the interest of judicial economy.

Claims acquired by Muck and Jessup have an allowed par value of \$365,000,000. Based on these numbers, the innocent unsecured creditors hold approximately \$32 million in allowed claims.¹⁹

17. As of December 31, 2022, the Claimant Trust has distributed \$255,201,228.²⁰ On a *pro rata* basis, that means that innocent creditors have received approximately \$22,373,000 in distributions against the stated value of their allowed claims. That leaves a remaining unpaid balance of approximately \$9,627,000.

18. Muck and Jessup already have received approximately \$232.8 million on their Claims. Assuming an original investment of approximately \$160 million, this represents over \$72 million in ill-gotten profits that, if disgorged, would be far more than what is required to fully pay all other innocent creditors - immediately placing HMIT in the status of a vested Claimant Trust Beneficiary. The benefits to the Reorganized Debtor, the Claimant Trust and innocent stakeholders are undeniable.²¹

19. Seery and the Oversight Board should be estopped from challenging HMIT's status to bring this derivative action on behalf of the Claimant Trust. Seery, Muck and Jessup have committed fraud, acted in bad faith and have unclean hands, and they should not be allowed to undermine the proposed Adversary Proceeding - which seeks

¹⁹ Doc. 3653.

²⁰ *Id.*

²¹ Further, under the present circumstances and time constraints, this Motion should be granted to avoid the prospect of the loss of some of HMIT's and the Claimant Trust's claims and denial of due process.

to rectify significant wrongdoing. To hold otherwise would allow Seery, Muck, Jessup, Stonehill, and Farallon the opportunity to not just “guard the hen house,” but to also open the door and take what they want.²² HMIT seeks a declaratory judgment of its rights, accordingly.

IV. The Proposed Defendants

20. Seery acted in several capacities during relevant times. He served as the Debtor’s Chief Executive Officer (“CEO”) and Chief Restructuring Officer (“CRO”). He also served as member of the Debtor’s Independent Board.²³ He currently serves as Claimant Trustee under the CTA and remains the CEO of the Reorganized Debtor.

21. There is no doubt Seery owed the Original Debtor’s Estate, as well as equity, fiduciary duties, including the duty of loyalty and the duty to avoid conflicts of interest. *See In re Xtreme Power Inc.*, 563 B.R. 614, 632-33 (Bankr. W.D. Tex. 2016) (detailing fiduciary duties owed by corporate officers and directors under Delaware law); *Louisiana World*, 858 F.2d at 245-46 (detailing duties owed by debtors-in-possession).²⁴

²² “The doctrine of ‘unclean hands’ provides that “a litigant who engages in reprehensible conduct in relation to the matter in controversy ... forfeits his right to have the court hear his claim, regardless of its merit. [T]he purpose of the clean hands maxim is to protect the court against misuse by one who, because of his conduct, has forfeited his right to have the court consider his claims, regardless of their merit. As such it is not a matter of defense to be applied on behalf of a litigant; rather it is a rule of public policy.” *Portnoy v. Cryo-Cell Int’l, Inc.*, 940 A.2d 43, 80–81 (Del. Ch. 2008) (citations omitted) (internal quotations omitted for clarity).

²³ Seery is the beneficiary of the Court’s “gatekeeping” orders and is an “exculpated” party in his capacity as an Independent Director. He is also a “Protected Party.”

²⁴ The Internal Affairs Doctrine dictates choice of law. Here, the Debtor, Highland Capital Management, was organized under the law of Delaware. As much, Seery’s fiduciary duties and claims involving breaches of those duties will be governed by Delaware law.

22. Farallon and Stonehill are capital management companies which manage hedge funds; they are also Seery's close business allies with a long history of business ventures and close affiliation. Although they were strangers to the Original Debtor's bankruptcy on the petition date, and were not original creditors, they became entangled in this bankruptcy at Seery's invitation and encouragement—and then knowingly participated in the wrongful insider trades at issue. By doing so, Seery was able to plant friendly allies onto the Oversight Board to rubber stamp compensation demands. The proposed Adversary Proceeding alleges that Farallon and Stonehill bargained to receive handsome pay days in exchange.

23. Muck and Jessup are special purpose entities, admittedly created by Farallon and Stonehill on the eve of the alleged insider trades, and they were used as vehicles to assume ownership of the purchased claims.²⁵ The record is clear that Muck and Jessup *did not exist* before confirmation of the Plan in February 2021.²⁶ Now, however, Muck and Jessup serve on the Oversight Board with immense powers under the CTA.²⁷ When they purchased the claims at issue, Muck and Jessup were *not* acting in their official capacities on the Oversight Committee and, therefore, they were not "Protected Persons" under the Plan.

²⁵ See Ex. 4-B, Rule 202 Transcript at 55:22-25.

²⁶ See McEntire Dec., Ex. 4, Ex. 4-D, Ex. 4-E. Muck was created on March 9, 2021 before the Effective Date. Jessup was created on April 8, 2021, before the Effective Date.

²⁷ See Doc. 3521-5, Sec. 4(a) and 4(b).

24. By trading on the alleged material non-public information, Farallon, Stonehill, Muck, and Jessup became non-statutory “insiders” with duties owed directly to HMIT at a time when HMIT was the largest equity holder.²⁸ See *S.E.C. v. Cuban*, 620 F.3d 551, 554 (5th Cir. 2010) (“The corporate insider is under a duty to ‘disclose or abstain’ — he must tell the shareholders of his knowledge and intention to trade or abstain from trading altogether.”). In this context, there is no credible doubt that Farallon’s and Stonehill’s dealings with Seery were *not* arms-length. Again, Farallon and Stonehill were Seery’s past business partners and close allies.²⁹ By virtue of the insider trades at issue, Farallon and Stonehill acquired control (acting through Muck and Jessup) over the Original Debtor and Reorganized Debtor through Seery’s compensation agreement and awards, as well as supervisory powers over the Claimant Trust. This makes Farallon and Stonehill paradigm non-statutory insiders.

25. HMIT also seeks recovery against John Doe Defendant Nos. 1 through 10.³⁰

It is clear Farallon and Stonehill refuse to disclose the precise details of their legal

²⁸ Because of their “insider” status, this Court should closely scrutinize the transactions at issue.

²⁹ Farallon and Stonehill are two capital management firms (similar to HCM) with whom Seery has had substantial business relationships. Also, Seery previously served as legal counsel to Farallon. Seery also has a long-standing relationship with Stonehill. GCM Grosvenor, a global asset management firm, held four seats on the Redeemer Committee (an original member of the Unsecured Creditors Committee in HCM’s bankruptcy). Upon information and belief, GCM Grosvenor is a significant investor in Stonehill and Farallon. GCM Grosvenor, through Redeemer, also played a large part in appointing Seery as a director of Strand Advisors and approved his appointment as HCM’s CEO and CRO.

³⁰ Farallon and Stonehill consummated their trades concealing their actual involvement through Muck and Jessup as shell companies. Farallon’s and Stonehill’s identities were not discovered until much later after the fact.

relationships with Muck and Jessup. They resisted such discovery in the prior Rule 202 Proceedings in state district court.³¹ They also refused to disclose such details in response to a prior inquiry to their counsel.³² Furthermore, the corporate filings of both Muck and Farallon conspicuously omit the identity of their respective members or managing members.³³ Accordingly, HMIT intends to prosecute claims against John Doe Defendant Nos. 1 -- 10 seeking equitable tolling pending further discovery whether Farallon and Stonehill inserted intermediate corporate layers between themselves and the special purpose entities (Muck and Jessup) they created. *See In re ATP Oil & Gas Corp.*, No. 12-36187, 2017 WL 2123867, *4 (Bankr. S.D. Tex. May 16, 2017) (Isgur .J.); *see also In re IFS Fin. Corp.* No. 02-39553, 2010 WL 4614293, *3 (Bankr. S.D. Tex. No. 2, 2010) (“The identity of the party concealing the fraud is immaterial, the critical factor is whether any of the parties involved concealed property of the estate.” “In either case, the trustee must demonstrate that despite exercising diligence, he could not have discovered the identity of the [unnamed] defendants prior to the expiration of the limitations period.”) *ATP Oil*, 2017 WL 2123867 at *4. That burden is easily satisfied here.

³¹ See McEntire Dec., Ex. 4.

³² See McEntire Dec., Ex. 4, *see also*, Ex. 4-F.

³³ See Ex. 4-D, Ex. 4-E.

V. Background

26. As part of this Court’s Governance Order, an independent board of directors—which included Seery as one of the selections of the Unsecured Creditor’s Committee—was appointed to the Board of Directors (the “Board”) of Strand Advisors, Inc., (“Strand Advisors”), the Original Debtor’s general partner. Following approval of the Governance Order, the Board then appointed Seery as the Original Debtor’s CEO and CRO.³⁴ Following the Effective Date of the Plan, Seery now serves as Trustee of the Claimant Trust (the Reorganized Debtor’s sole post-reorganization limited partner), and continues to serve as the Reorganized Debtor’s CEO.³⁵

27. Imbued with his powers as CEO and CRO, Seery negotiated and obtained bankruptcy court approval of several settlements prior to the Effective Date, resulting in the following approximate allowed claims (hereinafter “Claims”):³⁶

Creditor	Class 8	Class 9
Redeemer	\$137 mm	\$0 mm
Acis	\$23 mm	\$0 mm
HarbourVest	\$45 mm	\$35 mm
UBS	<u>\$65 mm</u>	<u>\$60 mm</u>
(Totals)	\$270 mm	\$95 mm

³⁴ Doc. 854, Order Approving Retention of Seery as CEO/CRO.

³⁵ See Doc. 1943, Order Approving Plan, p. 34.

³⁶ Orders Approving Settlements [Doc. 1273, Doc. 1302, Doc. 1788, Doc. 2389].

Each of the settling parties curiously sold their Claims to Farallon or Stonehill (or their affiliated special purpose entities) shortly after they obtained court approval of their settlements. One of these “trades” occurred within just a few weeks before the Effective Date. Farallon and Stonehill coordinated and controlled the purchase of these Claims through Muck and Jessup, and they admitted in open court that Muck and Jessup were created to allow their purchase of the Claims.³⁷

28. HMIT alleges that Seery filed (or caused to be filed) deflated, misleading projections regarding the value of the Debtor’s Estate,³⁸ while inducing unsecured creditors to discount and sell their Claims to Farallon and Stonehill. But as reflected in the attached declarations, it is now known that Seery provided material, non-public information to Farallon. The circumstantial evidence is also clear that both Farallon and Stonehill had access to and used this non-public information in connection with their purchase decisions.

29. Farallon and Stonehill are registered investment advisors who have their own fiduciary duties to their investors, and they are acutely aware of what these duties entail. Yet, upon information and belief, they collectively invested over \$160 million dollars to purchase the Claims in the absence of any publicly available information that

³⁷ See Ex. 4-B, Rule 202 Transcript at 55:22-25.

³⁸ The pessimistic projections were issued as part of the Plan Analysis on February 2, 2021. [Doc. 1875-1]. The Debtor projected 0% return on Class 9 claims and only 71.32% return on Class 8 Claims.

could rationally justify such investments. These “trades” become even more suspect because, at the time of confirmation, the Plan provided pessimistic projections advising stakeholders that the Claim holders would never receive full satisfaction:

- From October 2019, when the original Chapter 11 Petition was filed, to January 2021, just before the Plan was confirmed, the valuation of HCM’s assets dropped over \$200 million from \$566 million to \$328.3 million.³⁹
- HCM’s Disclosure Statement projected payment of 71.32% of Class 8 claims, and 0% of claims in Classes 9-11;⁴⁰
 - This meant that Farallon and Stonehill invested more than \$103 million in Claims *when the publicly available information indicated they would receive \$0 in return on their investment as Class 9 creditors and substantially less than par on their Class 8 Claims.*
- In HCM’s Q3 2021 Post-Confirmation Report, HCM reported that the amount of Class 8 claims expected to be paid dropped even further from 71% to 54%;⁴¹

30. In the third financial quarter of 2021, just over \$6 million of the projected \$205 million available to satisfy general unsecured creditors was disbursed.⁴² No additional distributions were made to the unsecured claimholders until, suddenly, in Q3 2022 almost \$250 million was paid toward Class 8 general unsecured claims—**\$45 million more than was ever projected.**⁴³

³⁹ Doc. 1473, Disclosure Statement, p. 18.

⁴⁰ Doc. 1875-1, Plan Supplement, p. 4.

⁴¹ Doc 2949.

⁴² Doc 3200.

⁴³ Doc 3582.

31. According to Highland Capital’s Motion for Exit Financing,⁴⁴ and a recent motion filed by Dugaboy Investment Trust,⁴⁵ there remain *substantial* assets to be monetized for the benefit of the Reorganized Debtor’s creditors. Thus, upon information and belief, Stonehill and Farallon, stand to realize significant profits on their wrongful investments. In turn, Stonehill and Farallon will garner (and already have garnered) substantial fees – both base fees and performance fees – as the result of their acquiring and/or managing the Claims. Upon information and belief, HMIT also alleges that Seery has received excessive compensation and bonuses approved by Farallon (Muck) and Stonehill (Jessup) as members of the Oversight Board.

32. As evidenced in the supporting declarations (Exs. 2 and 3):

- Farallon admitted it conducted no due diligence and relied upon Seery in making its multi-million-dollar investment decisions at issue.⁴⁶
- Farallon admitted it was unwilling to sell its stake in these Claims at any price because Seery assured Farallon that the Claims were tremendously valuable.⁴⁷
- Farallon bragged about the value of its investment referencing non-public information regarding Amazon, Inc.’s (“Amazon”) interest in acquiring Metro-Goldwyn-Mayer Studios Inc. (“MGM”).⁴⁸

⁴⁴ Doc 2229.

⁴⁵ Doc 3382.

⁴⁶ See Ex. 2, 2022 Dondero Declaration.

⁴⁷ See Ex. 2, 2022 Dondero Declaration, Ex. 3, 2023 Dondero Declaration.

⁴⁸ See Ex. 3, 2023 Dondero Declaration.

- Farallon was unwilling to sell its stake in the newly acquired Claims even though publicly available information suggested that Farallon would lose millions of dollars on its investment.⁴⁹

Farallon can offer *no credible explanation* to explain its significant investment, and its refusal to sell at any price, *except* Farallon's access to material non-public information. In essence, Seery became the guarantor of Farallon's significant investment. Farallon admitted as much in its statements to James Dondero.

33. The same holds true for Stonehill. Given the negative, publicly available information, Stonehill's multi-million-dollar investments make no rational sense unless Stonehill had access to material non-public information.

34. Fed. R. Bank. P. 2015.3 requires debtors to "file periodic financial reports of the value, operations, and profitability of each entity that is not a publicly traded corporation or a debtor in a case under title 11, and in which the estate holds a substantial or controlling interest." However, no public reports required by Rule 2015.3 were filed. Seery testified they simply "fell through the cracks."⁵⁰

35. Six days prior to the filing of the motion seeking approval of the HarbourVest Settlement, Seery acquired material non-public information regarding Amazon's interest in acquiring MGM.⁵¹ Upon receipt of this material non-public

⁴⁹ See Ex. 3, 2023 Dondero Declaration, *see also* Doc. 1875-1.

⁵⁰ Doc. 1905, February 3, 2021, Hearing Transcript, 49:5-21.

⁵¹ See Adversary No. 20-3190-sgj11, Doc. 150-1.

information, MGM should have been placed on the Original Debtor’s “restricted list,” but Seery continued to move forward with deals that involved MGM stock and notes.⁵² Because the Original Debtor additionally held direct interests in MGM,⁵³ the value of MGM was of paramount importance to the value of the estate.

36. Armed with this and other insider information, Farallon—through Muck—proceeded to invest in the Claims and, acting through Muck, acceded to a powerful position on the Oversight Board to oversee future distributions to Muck and itself. It is no coincidence Seery invited his business allies into these bankruptcy proceedings with promises of great profits. Seery’s allies now oversee his compensation.⁵⁴

37. The Court also should be aware that the Texas States Securities Board (“TSSB”) opened an investigation into the subject matter of the insider trades at issue, and this investigation has not been closed. The continuing nature of this investigation

⁵² As part of the HarbourVest Settlement, Seery negotiated the purchase of HarbourVest’s interest in HCLOF for approximately \$22.5 million as part of the transaction. Approximately 19.1% of HCLOF’s assets were comprised of debt and equity in MGM. The HCLOF interest was not to be transferred to the Debtor for distribution as part of the bankruptcy estate, but rather to “to an entity to be designated by the Debtor”—*i.e.*, one that was not subject to typical bankruptcy reporting requirements. Doc. 1625, p. 9, n. 5. Doc. 1625.

⁵³ See Doc. 2229, Motion for Exit Financing.

⁵⁴ Amazon closed on its acquisition of MGM in March 2022, but the evidence strongly suggests that agreements for the trades already had been reached - while announcement of the trades occurred strategically after the MGM news became public. Now, as a result of their wrongful conduct, Stonehill and Farallon profited significantly on their investments, and they stand to gain substantially more profits.

underscores HMIT's position that the claims described in the attached Adversary Proceeding are plausible and certainly far more than merely "colorable."

VI. Argument

A. *HMIT has asserted Colorable Claims against Seery, Stonehill, Farallon, Muck, and Jessup.*

38. Unlike the terms "Enjoined Party," "Protected Party," or "Exculpated Party," the Plan does not define what constitutes a "colorable" claim. Nor does the Bankruptcy Code define the term. However, relevant authorities suggest that a Rule 12(b)(6) standard is an appropriate analogue.

39. The Fifth Circuit has held that a "colorable" claim standard is met if a [movant], such as HMIT, has asserted claims for relief that, on appropriate proof, would allow a recovery. A court need not and should not conduct an evidentiary hearing but must ensure that the claims do not lack any merit whatsoever. *Louisiana World Exposition v. Fed. Ins. Co.*, 858 F.2d 233, 248 (5th Cir. 1988). Stated differently, the Court need not be satisfied there is an evidentiary basis for the asserted claims but instead should allow the claims if they *appear* to have *some* merit.

40. Other federal appellate courts have reached similar conclusions. For example, the Eighth Circuit holds that "creditors' claims are colorable if they would survive a motion to dismiss." *In re Racing Services, Inc.*, 540 F.3d 892, 900 (8th Cir. 2008); *accord In Re Foster*, 516 B.R. 537, 542 (B.A.P. 8th Cir. 2014), *aff'd* 602 Fed. Appx. 356 (8th Cir. 2015) (*per curiam*). The Sixth Circuit has adopted a similar test requiring that the court

look *only* to the face of the complaint to determine if claims are colorable. *In re The Gibson Group, Inc.*, 66 F.3d 1436, 1446 (6th Cir. 1995) (emphasis added).

41. Although there is a dearth of federal court authorities in Texas, other federal courts have adopted the same standard—*i.e.*, a claim is colorable if it is “plausible” and could survive a motion to dismiss. *See In re America’s Hobby Center, Inc.*, 223 B.R. 273, 282 (S.D.N.Y. 1998). In addition, in the non-bankruptcy context, the District Court for the Northern District of Texas explained that “[t]he requirement of a ‘colorable claim’ means only that the plaintiff must have an ‘arguable claim’ and not that the plaintiff must be able to succeed on that claim.” *Gonzales v. Columbia Hosp. at Med. City Dallas Subsidiary, L.P.*, 207 F. Supp. 2d 570, 577 (N.D. Tex. 2002) (Emphasis added).

42. Thus, in this instance, this Court’s gatekeeping inquiry is properly limited to whether HMIT has stated a plausible claim on the face of the proposed pleadings involving “bad faith,” “willful misconduct,” or “fraud.” Because the face of the Adversary Complaint alleges plausible facts, HMIT’s Motion is properly granted. Clearly, the attached Adversary Proceeding would survive a Rule 12(b)(6) challenge. Furthermore, the supporting declarations and documentary evidence provide additional support, and the circumstantial evidence proves that Farallon and Stonehill, strangers to the bankruptcy on the petition date, would not have leaped into these proceedings without undisclosed assurances of profit.

B. Fraud

43. As set forth in the proposed Adversary Proceeding, HMIT alleges a colorable claim for fraud—both fraud by knowing misrepresentation and fraud by omission of material fact. Here, these allegations of fraud are appropriately governed by Texas law under appropriate choice of law principals.⁵⁵

44. Seery had a duty to not provide material inside information to his business allies. But, he did so. At the latest, Seery became aware of the potential sale of MGM in December 2020 when he received an email from Jim Dondero.⁵⁶ Thus, Seery knew at that time that this potential sale would likely yield significant value to the Original Debtor's Estate. Yet, the financial disclosures associated with the Plan's confirmation, which were provided only a month later, presented an entirely different outlook for both Class 8 and Class 9 unsecured creditors.⁵⁷ Seery knew at that time that these pessimistic disclosures were misleading, if not inaccurate.

45. There is no credible doubt Seery intended that innocent stakeholders would rely upon the pessimistic projections set forth in the Plan Analysis. Indeed, the singular purpose of the Plan Analysis was to advise stakeholders. As such, HMIT alleges that Seery knowingly made misrepresentations with the intention that innocent stakeholders

⁵⁵ However, Delaware law is substantially similar on the elements of fraud. *See Malinals v. Kramer*, No. CIV.A. CPU 6-11002145, 2012 WL 174958, at 2 (Del. Com. PI. Jan. 5, 2012)

⁵⁶ *See*, Dondero 2022 Dec., Ex. 2-1.

⁵⁷ *See* Doc. 1875-1, Plan Analysis, February 1, 2021.

would rely, and that he failed to disclose material information concerning his entanglements with Farallon and Stonehill, as well as the related negotiations that were chock full of conflicts of interest.

46. On the flip side of this conspiracy coin, Farallon and Stonehill were engaged in negotiations to acquire the Claims at discounted prices; and, they successfully did so. HMIT alleges that their success was based on knowledge that the financial disclosures associated with the Plan Analysis were significantly understated. Otherwise, it would make no financial sense for Farallon and Stonehill to do the deals at issue. Indeed, Farallon admitted that it would not sell the Claims at any price, expressing great confidence in the substantial profits it expected even in the absence of any supporting, publicly available information.⁵⁸

47. All of the Proposed Defendants had a duty of affirmative disclosure under these circumstances. Seery always had this duty. Muck, Jessup, Farallon, and Stonehill assumed this duty when they became non-statutory “insiders.” Thus, all of the Proposed Defendants are liable for conspiring to perpetrate a fraud by omission of material facts.

48. HMIT also claims that Seery and the other Proposed Defendants failed to disclose material information concerning Seery’s involvement in brokering the Claims in exchange for *quid pro quo* assurances of enhanced compensation. Seery’s compensation

⁵⁸ Ex. 3, 2023 Dondero Declaration.

should be disgorged or, alternatively, such compensation constitutes a damage recoverable by the Reorganized Debtor and Claimant Trust as assignees (or transferees) of the Original Debtor's causes of action. This compensation was the product of the alleged self-dealing, breaches of fiduciary duty, and fraud.

C. Breaches and Aiding and Abetting Breaches of Fiduciary Duties

49. It is beyond dispute Seery owed fiduciary duties to the Estate. *See Xtreme Power*, 563 B.R. at 632-33 (detailing fiduciary duties owed by corporate officers and directors under Delaware law);⁵⁹ *Louisiana World*, 858 F.2d at 245-46 (5th Cir. 1988) (detailing duties owed by debtors-in-possession). Although Seery did not buy the Claims at issue, he stood to profit from these sales because his close business allies would do his bidding after they had acceded to positions of power and control on the Oversight Board. Muck and Jessup were essentially stepping into the shoes of three of the largest unsecured creditors who were already slated to serve on the Oversight Board. Thus, by acquiring their Claims, all of the Proposed Defendants knew that Muck and Jessup would occupy these powerful oversight positions after the Effective Date.

50. Thus, the alleged conspiracy was successfully implemented before the Effective Date. Farallon and Stonehill now occupy control positions through the shell

⁵⁹ The *Xtreme* case also notes that "several Delaware courts have recognized that 'directors who are corporate employees lack independence because of their substantial interest in retaining their employment.'" 563 B.R. at 633-34. Because Muck and Jessup are now in control of Seery's compensation, it follows that Seery is beholden to them, and Seery's disclosure of inside information to Stonehill and Farallon confirms his conflict of interest.

entities (Muck and Jessup) overseeing large compensation packages for Seery. Of course, this control (and the opportunity to control) presented a patent conflict of interest which Seery should have avoided, but instead knowingly created, fostered, and encouraged. HMIT alleges that Seery breached his duty to avoid this conflict or otherwise disclose this conflict and Farallon and Stonehill aided and abetted this breach.

51. The Original Debtor, as an investment adviser registered with the SEC, is also required to make public disclosures on its Form ADV, the uniform registration form for investment advisers required by the SEC. These Form ADV disclosures, which were in effect at the time of the insider trades at issue, explicitly forbade “any access person from trading either personally or on behalf of others . . . on material non-public information or communicating material non-public information to others in violation of the law or duty owed to another party.”⁶⁰ It now appears these representations were false when made. Seery’s alleged conduct also violated, at minimum, the duties Seery owed in his various capacities with the Original Debtor under the Form ADV disclosures.

52. Although initially strangers to the original bankruptcy, by accepting and using inside information, Farallon and Stonehill became “temporary insiders” and thus owed separate duties to the Estate. *See S.E.C. v. Cuban*, 620 F.3d 551 (5th Cir. 2010) (“[E]ven

⁶⁰ *See, e.g.,*

https://files.adviserinfo.sec.gov/IAPD/Content/Common/crd_iapd_Brochure.aspx?BRCHR_VRSN_ID=777026.

an individual who does not qualify as a traditional insider may become a ‘temporary insider’ if by entering ‘into a special confidential relationship in the conduct of the business of the enterprise [they] are given access to information solely for corporate purposes.” *In re Washington Mut., Inc.*, 461 B.R. 200 (Bankr. D. Del. 2011), *vacated in part*, 08-12229 MFW, 2012 WL 1563880 (Bankr. D. Del. Feb. 24, 2012) (finding that equity committee stated colorable claim for equitable disallowance against creditors who “became temporary insiders of the Debtors when the Debtors gave them confidential information and allowed them to participate in negotiations with JPMC for the shared goal of reaching a settlement that would form the basis of a consensual plan of reorganization”; *vacated in part as a condition of settlement only*);⁶¹ *See also, In re Smith*, 415 B.R. 222, 232-33 (Bankr. N.D. Tex. 2009) (“[a]n insider is an entity or person with ‘a sufficiently close relationship with the debtor that his conduct is made subject to closer scrutiny than those dealing at arm’s length with the debtor.’ ‘Thus, the term “insider” is viewed to encompass two classes: (1) per se insiders as listed in the Code and (2) extra-statutory insiders that do not deal at arm’s length.” (citations omitted)). Farallon, Stonehill, Muck, and Jessup clearly fall into this latter category.

⁶¹ Although the *Washington Mutual* case was subsequently vacated, the Court’s intellectual reasoning remains valid because the vacatur was mandated by a mediated settlement, not because the court’s logic was flawed or changed, and the court expressly noted that the parties’ settlement was conditioned on vacatur. *See In re Washington Mut., Inc.*, No. 08-12229 MFW, 2012 WL 1563880, *8 (Bankr. D. Del. Feb. 24, 2012) (“grant[ing] partial vacatur . . . in furtherance of the settlement embodied in the Plan,” and noting that “absent the requested vacatur, the collapse of the Plan could result in the termination of the Global Settlement Agreement.” (emphasis added)).

53. Because Farallon and Stonehill (acting through Muck and Jessup) now hold the majority of the seats on the Oversight Board, they, along with Seery, exercise control of the reorganization proceedings. At no time were Farallon, Stonehill, or Seery's plans disclosed to the other creditors or equity. In fact, the only inference that can be reasonably drawn is that Farallon and Stonehill brazenly sought to conceal their involvement by establishing shell entities—Muck and Jessup—to nominally hold the Claims and create an opaque barrier to any effort to identify the "*Oz behind the curtain.*" Such conduct aligns precisely with the inequitable conduct detailed in *Citicorp* and *Adelphia* (discussed below).

54. In sum, the proposed Adversary Proceeding sets forth plausible allegations that Stonehill and Farallon were aware of Seery's fiduciary duties. Indeed, as registered investment advisors, both Farallon and Stonehill were acutely aware of Seery's fiduciary obligations, including, without limitation, the duty to act in the best interests of the Original Debtor's Estate and the duty not to engage in insider trading that would benefit Seery, as an insider, and themselves, as non-statutory insiders. By accepting and then acting on material non-public information, Farallon and Stonehill (as well as Muck and Jessup) aided and abetted breaches of these fiduciary duties. By placing themselves in positions to control Seery's compensation, Farallon and Stonehill (acting through Muck and Jessup) induced, encouraged, aided and abetted Seery's self-dealing.

D. Equitable Disallowance is an Appropriate Remedy

55. HMIT also seeks equitable disallowance. Although the Fifth Circuit in *Matter of Mobile Steel Co.* generally limited the court's equitable powers to subordination rather than disallowance,⁶² the Fifth Circuit **did not foreclose** the viability of equitable disallowance as a potential remedy. *See* 563 F.2d 692, 699 n. 10 (5th Cir. 1977). Binding U.S. Supreme Court precedent in *Pepper v. Litton* also permits bankruptcy courts to fashion disallowance remedies. 308 U.S. 295, 304-11 (1939). Bankruptcy Code § 510, which supplies the authority for equitable subordination, was "intended to codify case law, such as *Pepper v. Litton* . . . and is not intended to limit the court's power in any way. . . . Nor does [it] preclude a bankruptcy court from completely disallowing a claim in appropriate circumstances." *In re Adelpia Commun. Corp.*, 365 B.R. 24, 71-72 (Bankr. S.D.N.Y. 2007), *aff'd in part sub nom. Adelpia Recovery Tr. v. Bank of Am., N.A.*, 390 B.R. 64 (S.D.N.Y. 2008), *adhered to on reconsideration*, 05 CIV. 9050 (LMM), 2008 WL 1959542 (S.D.N.Y. May 5, 2008) (emphasis and omissions in original).⁶³

56. The Fifth Circuit's decision in *Mobile Steel* also was premised on the notion that disallowance would not add to the quiver of defenses to fight unfairness because

⁶² Equitable subordination is an inadequate remedy in this instance.

⁶³ In *Washington Mutual*, the Court's intellectual reasoning when imposing disallowance is instructive. *See In re Washington Mut., Inc.*, No. 08-12229 MFW, 2012 WL 1563880, *8 (Bankr. D. Del. Feb. 24, 2012) ("grant[ing] partial vacatur . . . in furtherance of the settlement embodied in the Plan," and noting that "absent the requested vacatur, the collapse of the Plan could result in the termination of the Global Settlement Agreement." (emphasis added)).

creditors “are fully protected by subordination” and “[i]f the misconduct directed against the bankrupt is so extreme that disallowance might appear to be warranted, then *surely* the claim is either invalid or the bankrupt possesses a clear defense against it.” *Mobile Steel*, 563 F.2d at 699 n. 10 (emphasis added). Importantly, however, the factual scenarios considered in *Mobile Steel* do not exist here.

57. Here, Muck and Jessup purchased both Class 8 and Class 9 Claims, and they now effectively occupy more than 90% of the entire field of unsecured creditors in these two claimant tiers. Thus, subordination cannot effectively address the current facts where the Original Debtor’s CEO and CRO conspired directly with close business allies who acquired the largest unsecured claims to the detriment of other innocent creditors and *former equity*. The reasoning in published cases from other circuits supports this conclusion. See *Adelphia*, 365 B.R. at 71-73; *Citicorp Venture Capital, Ltd. v. Comm. of Creditors Holding Unsecured Claims*, 160 F.3d 982, 991 n. 7 (3d Cir. 1998).

58. The purpose of equitable subordination is to assure that the wrongdoer does not profit from bad conduct. In the typical case, subordination to other creditors will achieve this deterrence. But, it is clear that the Third Circuit’s decision in *Citicorp* was structured to use subordination as just one tool in a larger tool box to make sure “at a minimum, the remedy here should deprive – [the fiduciary] of its profit on the purchase of the notes.” *Id* at 991. In *Adelphia*, the Southern District of New York also used equitable

subordination as a remedy to address wrongs of non-insiders who aided and abetted breaches a fiduciary duty by the debtor's management. 365 B.R. at 32.

59. But subordination cannot adequately address the wrongful conduct at issue. This is because subordination is typically limited to instances where one creditor is subordinated to other creditors, not equity. Here, for all practical purposes, there are only a few other unsecured creditors with relatively small stakes. Therefore, subordination as a weapon of deterrence is neutered.

60. In sum, by engaging in the alleged wrongful acts, including aiding and abetting Seery's breaches of fiduciary duty, Farallon, Stonehill, Muck, and Jessup should not be rewarded. The Proposed Defendants engaged in alleged conduct which damaged the Original Debtor's estate, including improper agreements to compensate Seery under the terms of the CTA. Equitable disallowance is an appropriate remedy which, when combined with disgorgement of all ill-gotten profits, will deprive the Proposed Defendants of their ill-gotten gains.

E. Disgorgement and Unjust Enrichment

61. The law is clear that disgorgement is an available remedy for breach of fiduciary duty both under Texas Law, see *Kinzbach Tool Co. v. Corbett-Wallace Corporation*, 160 S.W. 2d 509 (Tex. 1942), and under Delaware law, see *Metro Storage International, LLC v. Harron*, 275 A.3d 810 (Del. Ch. 2022). Disgorgement is also an appropriate remedy for unjust enrichment under Texas law, *Hunter v. Shell Oil Co.*, 198 F.2d 485 (5th Cir. 1952),

and under Delaware law, *In re Tyson Foods, Inc. Consolidated Shareholder Litigation*, 919 A.2d 563 (Del. Ch. 2007).⁶⁴

62. Likewise, the imposition of a constructive trust is proper for addressing unjust enrichment under both Delaware and Texas law, see *Teacher's Retirement System of Louisiana v. Aidinoff*, 900 A.2d 654 (Del. Ch. 2006) and *Hsin-Chi-Su v. Vantage Drilling Company*, 474 S.W. 3d 384 (Tex. App. – 14th Dist. 2015), pet. denied. The elements of unjust enrichment are: (1) the defendant must have gained a benefit (2) at the expense of plaintiff, (3) and retention of that benefit must be shown to be unjust. See *Restatement (Third) of Restitution and Unjust Enrichment* §321, cmt. e (2011).

63. Here, the imposition of a constructive trust and disgorgement are clearly appropriate to provide redress for the alleged breaches of fiduciary duty and the knowing participation in (or aiding and abetting) those breaches. Furthermore, the imposition of a constructive trust and disgorgement are appropriate to disgorge the improper benefits that all of the Proposed Defendants received by virtue of collusion and insider trading.

64. As set forth in the proposed Adversary Proceeding, Seery gained the opportunity to have his compensation demands rubber stamped. The other Defendants gained the opportunity to purchase valuable claims at a discount knowing that

⁶⁴ It is likely that the Internal Affairs Doctrine will dictate that Delaware choice of law governs the breach of fiduciary duty claims.

pessimistic financial projections were false and that the upside investment potential was great. Retention of the benefits they received would be unjust and inequitable.

65. Clearly, the Debtor's Estate was damaged by virtue of the claimed conduct. Seery obtained profits and compensation to the detriment of that estate as well as the estate of the Reorganized Debtor, other innocent creditors and HMIT, as former equity and as a contingent Claimant Trust Beneficiary.

F. Declaratory Relief

66. HMIT also seeks declaratory relief pursuant to Fed. R. Bank P. 7001(9). Specifically, HMIT seeks a declaratory judgment that: (a) there is a ripe controversy concerning HMIT's rights and entitlements under the Claimant Trust Agreement; (b) as a general matter, HMIT has standing to bring an action against a trustee even if its interest is considered "contingent;" (c) HMIT's status as a Claimant Trust Beneficiary is fully vested upon disgorgement of the ill-gotten profits of Muck and Jessup, and by extension, Farallon and Stonehill; (d) HMIT's status as a Claimant Trust Beneficiary is fully vested upon the equitable disallowance of the Claims held by Muck and Jessup over and above their initial investments; (e) Seery is properly estopped from asserting that HMIT is not an appropriate party to bring this derivative action on behalf of the Reorganized Debtor and/or the Claimant Trust because of fraudulent conduct, bad faith, willful misconduct, and unclean hands; (f) Muck and Jessup are properly estopped from asserting that HMIT is not an appropriate party to bring this derivative action on behalf of the Reorganized

Debtor and the Claimant Trust because of their fraudulent conduct, bad faith, willful misconduct, and unclean hands; and (g) all of the Proposed Defendants are estopped from asserting that HMIT does not have standing in its individual capacity due to their fraudulent conduct, bad faith, willful misconduct, and unclean hands.

G. HMIT has Direct Standing.

67. The Texas Supreme Court recently held that “a partner or other stakeholder in a business organization has constitutional standing to sue for an alleged loss in the value of its interest in the organization.” *Pike v. Texas EMC Mgt., LLC*, 610 S.W.3d 763, 778 (Tex. 2020). In so holding, the Court considered federal law and found that the traditional “incantation that a shareholder may not sue for the corporation’s injury” is really a question of capacity, which goes to the merits of a claim, rather than an issue of standing that would impact subject matter jurisdiction. *Id.* at 777 (noting that the 5th Circuit and “[o]ther federal circuits agree that a plaintiff has standing to sue for the lost value of its investment in a corporation”). Because Seery, Muck, Jessup, Stonehill, Farallon’s alleged actions devalued HMIT’s interest in the Debtor’s Estate, including, without limitation, payment of excessive compensation to Seery, HMIT has standing to pursue its common law claims directly. HMIT also has direct standing to seek declaratory relief as set forth in the proposed Adversary Proceeding.

VII. Prayer

WHEREFORE, PREMISES CONSIDERED, Hunter Mountain Investment Trust respectfully requests this Court grant HMIT leave authorizing it to file the Adversary Complaint, attached as Exhibit 1, as an Adversary Proceeding in this United States Bankruptcy Court for the Northern District of Texas, in its own name and as a derivative action on behalf of the Debtor Highland Capital Management, L.P., against Muck Holdings, LLC, Jessup Holdings, LLC, Farallon Capital Management, LLC, Stonehill Capital Management, LLC, James P. Seery, Jr., and John Doe Defendants Nos. 1 – 10, and further grant HMIT all such other and further relief to which HMIT may be justly entitled.

Dated: March 28, 2023

Respectfully Submitted,
**PARSONS MCENTIRE MCCLEARY
PLLC**

By: /s/ Sawnie A. McEntire
Sawnie A. McEntire
Texas State Bar No. 13590100
smcentire@pmmlaw.com
1700 Pacific Avenue, Suite 4400
Dallas, Texas 75201
Telephone: (214) 237-4300
Facsimile: (214) 237-4340

Roger L. McCleary
Texas State Bar No. 13393700
rmccleary@pmmlaw.com
One Riverway, Suite 1800
Houston, Texas 77056

Telephone: (713) 960-7315
Facsimile: (713) 960-7347

*Attorneys for Hunter Mountain
Investment Trust*

CERTIFICATE OF CONFERENCE

Beginning on March 24, 2023, and also on March 27, 2023, the undersigned counsel conferred either by telephone or via email with all counsel for all Respondents regarding the relief requested in the foregoing Motion, including John A. Morris on behalf of James P. Seery, and Brent McIlwain on behalf of Muck Holdings LLC, Jessup Holdings LLC, Stonehill Capital Management, and Farallon Capital Management. Mr. Seery is opposed to this Motion. Based upon all communications with Mr. McIlwain, it is reasonably believed his clients are also opposed and we advised him that this recitation would be placed in the certificate of conference.

/s/ Sawnie A. McEntire

Sawnie A. McEntire

CERTIFICATE OF SERVICE

I certify that on the 28th day of March 2023, a true and correct copy of the foregoing Motion was served on all counsel of record or, as appropriate, on the Respondents directly.

/s/ Sawnie A. McEntire

Sawnie A. McEntire

EXHIBIT 2

STINSON LLP

Deborah Deitsch-Perez
Michael P. Aigen
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
Telephone: (214) 560-2201
Facsimile: (214) 560-2203
Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

*Counsel for Plaintiffs The Dugaboy Investment Trust and the
Hunter Mountain Investment Trust*

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

	§	
In re:	§	Chapter 11
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	Case No. 19-34054-sgj11
	§	
Reorganized Debtor.	§	
	§	
DUGABOY INVESTMENT TRUST and	§	
HUNTER MOUNTAIN INVESTMENT TRUST,	§	
	§	
Plaintiffs,	§	Adversary Proceeding No.
	§	
vs.	§	
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P. and	§	
HIGHLAND CLAIMANT TRUST,	§	
	§	
Defendants.	§	
	§	

**COMPLAINT TO (I) COMPEL DISCLOSURES
ABOUT THE ASSETS OF THE HIGHLAND CLAIMANT TRUST AND
(II) DETERMINE (A) RELATIVE VALUE OF THOSE ASSETS, AND
(B) NATURE OF PLAINTIFFS' INTERESTS IN THE CLAIMANT TRUST**



Plaintiffs The Dugaboy Investment Trust (“Dugaboy”) and Hunter Mountain Investment Trust (“HMIT” and collectively with Dugaboy, the “Plaintiffs”) file this adversary complaint (the “Complaint”) against Defendants Highland Capital Management, L.P. (“HCM” or the “Debtor”) and the Highland Claimant Trust (the “Claimant Trust,” and collectively with HCM, the “Defendants”), seeking: (1) disclosures about all distributions and an accounting of the assets and liabilities currently held in the Claimant Trust; (2) a determination of the value of the assets and liabilities; and (3) declaratory relief setting forth the nature of Plaintiffs’ interests in the Claimant Trust.

PRELIMINARY STATEMENT

1. As holders of Contingent Claimant Trust Interests¹ that vest into Claimant Trust Interests once all creditors are paid in full, and as defendants in litigation pursued by Marc S. Kirschner (“Kirschner”) as Trustee of the Litigation Sub-Trust (which seeks to recover damages on behalf of the Claimant Trust), Plaintiffs file this Complaint to obtain information about the assets and liabilities of the Claimant Trust, which was established to monetize and liquidate the assets of the HCM bankruptcy estate.

2. Defendants’ October 21, 2022, January 24, 2023, and April 21, 2023 post-confirmation reports show that even with inflated claims and below-market sales of assets, cash available – if not squandered in self-serving litigation – is more than enough to pay class 8 and class 9 creditors in full. With more than \$100 million in assets left to monetize (not even counting related party notes), and almost \$550,000 in assets already monetized, even after burning through more than \$100 million in professional fees, there is and was more than enough money to pay the inflated \$387 million in creditor claims the Debtor allowed. These numbers compel the question

¹ Capitalized terms not defined have the meanings set forth herein. If no meaning is set forth herein, the terms have the meaning set forth in the Fifth Amended Plan of Reorganization (as Modified) [Docket No. 1808].

– “What was all of this for, other than to justify outsize fees and bonuses for the professionals involved?” See paragraphs 17-18 below. And despite repeated and increasingly specific requests, the Debtor has never provided granular enough information to specifically identify all of the monies raised and where all the money has gone, including another hundred million dollars that appears to be unaccounted. *Id.*

3. Accordingly, Plaintiffs and the entire estate would benefit from a close evaluation of current assets and liabilities. Such evaluation will also show whether assets were marked below appraised value during the pandemic and unreasonably held on the books *at those crisis period values*, along with overstated liabilities, to justify continued litigation. That litigation has served to enable James P. Seery (“Mr. Seery”) and other estate professionals to carefully extract nearly every last dollar out of the estate (along with incentive fees), leaving little or nothing for the owners that built the company.

4. Significantly, Kirschner seems to concede the merits of Plaintiffs’ position. After Plaintiffs began seeking the relief sought herein (originally by way of motion), Kirschner himself sought a stay of the massive litigation he instituted to evaluate whether the estate actually needed to collect additional funds. Plaintiffs and other defendants in that litigation agreed to the stay but could not convince the Debtor to provide the kind of fulsome disclosure that would allow Plaintiffs to evaluate for themselves the status of the estate, which secrecy continues to leave Plaintiffs with suspicions that prevent an overall resolution of the bankruptcy with no further need for indemnification reserves. Rather, Debtor continues to provide summary information that is not sufficient to enable Plaintiffs to determine the amounts of money being spent on administration and litigation, and not sufficient to determine whether if all litigation ceased, the estate could pay all creditors with money to spare for equity. Plaintiffs are especially concerned because the

information they have gleaned suggests inappropriate self-dealing that undermines confidence in the Debtor's financial reporting, making the relief sought herein all the more important.

5. While grave harm has already been done by the Defendants' excessive litigation and unnecessary secrecy, valuation now would at least enable the Court to put an end to this already long-running case and salvage some value for equity. As this Court observed in *In re ADPT DFW Holdings*, where there is significant uncertainty about insolvency, protections must be put in place so that the conduct of the case itself does not deplete the equity. In some cases, the protection is in the form of an equity committee; here a prompt valuation of the estate is needed.

6. Upon information and belief, during the pendency of HCM's bankruptcy proceedings, creditor claims and estate assets have been sold in a manner that fails to maximize the potential return to the estate, including Plaintiffs. Rather, Mr. Seery, first acting as Chief Executive Officer and Chief Restructuring Officer of the Debtor and then as the Claimant Trustee, facilitated the sale of creditor claims to entities that had undisclosed business relationships with Mr. Seery; entities that Mr. Seery knew would approve inflated compensation to him when the hidden but true value of the estate's assets were realized. Because Mr. Seery and the Debtor have failed to operate the estate in the required transparent manner, they have been able to justify pursuit of unnecessary avoidance actions (for the benefit of the professionals involved), even though the assets of the estate, if managed in good faith, should be sufficient to pay all creditors.

7. Further, by understating the value of the estate and preventing open and robust scrutiny of sales of the estate's assets, Mr. Seery and the Debtor have been able to justify actions to further marginalize equity holders that otherwise would be in the money, such as including plan and trust provisions that disenfranchise equity holders such as Plaintiffs by preventing them from having any input or information unless the Claimant Trustee certifies that all other interest holders

have been paid in full. Because of the lack of transparency to date, unless the relief sought herein is granted, there will be no checks and balances to prevent a wrongful failure to certify, much less any process to ensure that the estate has been managed in good faith so as to enable all interest holders, including the much-maligned equity holders, to receive their due.

8. By demonizing the estate equity holders, withholding information, and manipulating the sales of claims and assets, Mr. Seery and the Claimant Trust have maximized the potential for a grave miscarriage of justice and at this time it appears their underhanded plan is succeeding.

9. By June 30, 2022, the estate had \$550 million in cash and approximately \$120 million of other assets despite paying what appears in reports to be over \$60 million in professional fees and selling assets non-competitively, perhaps as much as \$75 million below market price.² As detailed below, total pre-confirmation professional fees are now over \$100 million.

10. On information and belief, the value of the assets in the estate as of June 1, 2022 was:

<u>Highland Capital Assets</u>		<u>Value in Millions</u>	
		<u>Low</u>	<u>High</u>
Cash as of Feb 1, 2022		\$125.00	\$125.00
Recently Liquidated	\$246.30		
Highland Select Equity	\$55.00		
Highland MultiStrat Credit Fund	\$51.44		
MGM Shares	\$26.00		
Portion of HCLOF	\$37.50		
Total of Recent Liquidations	\$416.24	\$416.24	\$416.24
Current Cash Balance		\$541.24	\$541.24
Remaining Assets			
Highland CLO Funding, LTD		\$37.50	\$37.50
Korea Fund		\$18.00	\$18.00
SE Multifamily		\$11.98	\$12.10

² Examples of non-competitive sales are set forth in letters to the United States Trustee dated October 5, 2021, November 3, 2021 and May 11, 2022.

Affiliate Notes ³		\$50.00	\$60.00
Other (Misc. and legal)		\$5.00	\$20.00
Total (Current Cash + Remaining Assets)		\$663.72	\$688.84

11. By June 2022, Mr. Seery had also engineered settlements making the inflated face amount of the major claims against the estate \$365 million, but which traded for significantly less.

Creditor	Class 8	Class 9	Beneficiary	Purchase Price
Redeemer	\$137.0	\$0.0	Claim buyer 1	\$65 million
ACIS	\$23.0	\$0.0	Claim buyer 2	\$8.0
HarbourVest	\$45.0	\$35.0	Claim buyer 2	\$27.0
UBS	\$65.0	\$60.0	Claim buyers 1 & 2	\$50.0
TOTAL	\$270.0	\$95.0		\$150.0 million

12. Mr. Seery made no efforts to buy the claims into the estate or resolve the estate efficiently. Mr. Seery never made a proposal to the residual holders or Mr. Dondero and never responded to the many settlement offers from Mr. Dondero with a reorganization (as opposed to liquidation) plan, even though many of Mr. Dondero's offers were in excess of the amounts paid by the claims buyers.

13. Instead, Mr. Seery brokered transactions enabling colleagues with long-standing but undisclosed business relationships to buy the claims without the knowledge or approval of the Court. Because the claims sellers were on the creditors committee, Mr. Seery and those creditors had been notified that “Creditors wishing to serve as fiduciaries on any official committee are advised that they may not purchase, sell or otherwise trade in or transfer claims against the Debtor while they are committee members absent an order of the Court.” These transactions are particularly suspect because, depending on the claim, the claims buyers paid amounts only fractionally higher, equivalent to, or, in some cases, less than the value the Plan estimated would be paid three years later. Sophisticated claims buyers responsible to investors of their own would

³ Some of the Affiliate Notes should have been forgiven as of the MGM sale and/or have other defenses, but litigation continues over that also.

not pay what appeared to be full price unless they had material non-public information that the claims could and would be monetized for much more than the public estimates made at the time of Plan confirmation – as indeed they have been.

14. On information and belief, Mr. Seery provided such information to claims buyers, rather than buying the claims in to the estate for the roughly \$150 million for which they were sold. By May 2021, when the claims transfers were announced to the Court, the estate had over \$100 million in cash and access to additional liquidity that could have been used to retire the claims for the sale amounts, leaving an operating business in the hands of its equity owners.

15. Specifically, Mr. Seery could and should have investigated seeking sufficient funds from equity to pay all claims and return the estate to the equity holders. This was an obvious path because the estate had assets sufficient to support a \$59 million line of credit, as Mr. Seery eventually obtained. If funds had been raised to pay creditors in the amounts for which claims were sold, much of the massive administrative costs run up by the estate would never have been incurred because the larger amounts would not have been needed. One such avoided cost would be the post-effective date litigation pursued by Mr. Kirschner, as Litigation Trustee for the Litigation Sub-Trust, whose professionals likely charged over \$2000 an hour for senior lawyers and over \$800 an hour for first year associates (data obtained from other cases because there has been no disclosure in the HCM bankruptcy of the cost of the Kirschner litigation). However, buying the claims to resolve the bankruptcy and enabling equity to resume operations would not have had the critical benefit to Mr. Seery that his scheme contained: placing the decision on his incentive bonus, perhaps as much as \$30 million or more, in the hands of grateful business colleagues who received outsized rewards for the claims they were steered into buying. The parameters of Mr. Seery's incentive compensation is yet another item cloaked in secrecy, contrary to the general rule that the

hallmark of the bankruptcy process is transparency. These circumstance show why Plaintiffs are right to be concerned and why it is critical that transparency be achieved.

16. But worse still, even with all of the manipulation that appears to have occurred, Plaintiffs believe that the combination of cash and other assets held by the Claimant Trust in its own name and held in various funds, reserve accounts, and subsidiaries, if not depleted by unnecessary litigation, would still be sufficient to pay all Claimant Trust Beneficiaries in full, with interest now.

17. Set forth below is Plaintiffs’ best estimate of the assets of the estate. Plaintiffs have been seeking information to enable to them to confirm the accuracy of their estimates, but the Debtor has refused to provide the necessary information to do so. Indeed, after the last quarterly report, in which Debtor provided some but not all of the information Plaintiffs were seeking, Plaintiffs sent a revised list, more precisely targeting the remaining information sought. Because Debtor failed to respond, it remained necessary to file this adversary proceeding.

18. This is Plaintiffs’ best estimate of the assets of the Highland estate and its cash flows. It is obvious that even if off by a significant percent, no further litigation to collect assets for the estate is needed to pay creditors. Moreover, the ample solvency of the estate was or should have been obvious to the estate professionals for quite some time, making the substantial cash burn in the estate utterly unconscionable.

Assets	Amount	Backup
HCMLP Assets to be Monetized¹		
As of 3/31/23 (Est.)		
Highland CLO Funding, f/k/a Acis Loan Funding, Ltd. (“HCLOF”)	\$ 25,000,000	Debtor Pleading (re ACIS) Dkt 1235 Filed 08/18/21 p.3n.10 (\$25 m); 3/31/23 DAF Multi-Strat Statement (\$19.5 m est); more value in the 1.0 CLOS (Brentwood – 17%;Gleneagles – 1%;Grayson – 5%;Greenbriar-23%;Liberty-18%;Rockwall-15%)

Highland Multi Strategy Credit Fund, L.P. ("MS")		30,817,992	ADV 3/31/23 (rev 4/24/2023)
Highland Restoration Capital Partners Master LP & Highland Restoration Capital Partners, L.P. ("RCP")		24,192,773	ADV 3/31/23 (rev 4/24/2023)
Stonebridge-Highland Healthcare Private Equity Fund ("Korea Fund")		5,701,330	ADV 3/31/23 (rev 4/24/2023)
SE Multifamily Holdings LLC ("SE Multifamily")		12,400,000	Communications with Debtor that apparently values it higher
Other		5,000,000	Other investments on the post-confirmation report
Assets as of 3/31/21 (Est.)¹		\$ 103,112,095	
HCMLP Monetizations & Management Fees (est.)	Sale date if known		
10/31/19 - 3/31/23 (Est.)			
Targa	October ?, 2021	\$ 37,500,000	Uptick from COVID; market communications
Trussway	Sept. 1, 2022	180,000,000	90% of sales price 200MM, net of debt; need confirmation
Cornerstone	Jan. 23, 2023	132,500,000	Assume 53% of sales price obtained because: HCM owns about 50% of RCP and 60% of Crusader (and assume increase in value of MGM within Cornerstone should have been enough to offset its debt) Sale announced May 12, 2022
SSP	Month/date/2020	18,000,000	Market communications
MGM Direct	Mar. 17, 2022	25,000,000	@ \$145, sale announced May 2021
Petrocap	Aug. 10, 2021	2,684,886	Dkt, 2537, sale motion
Uchi	Aug. 6, 2021	9,750,000	Dkt 2687, sale order
Jefferies Account & DRIP		60,000,000	FV form 206, net of debt, but NXRT moved from \$40-\$80ish; don't know when monetized, so number could be low
Terrell (raw land)		500,000	FV Form 206
Mgmt Fees/Dist/Fund loan repayments (est.)		30,000,000	3 years mgmt fees, misc distributions in MS/RCP/Korea, loan paybacks
Siepe		3,500,000	Market communications
HCLOF		35,000,000	Calculated based on DAF distributions
Total Monetizations & Cash Flows (Est.)		\$ 534,434,886	
Total Assets as of 3/31/23 & Prior Monetizations & Management Fees		\$ 637,546,981	

Cash Roll			
10/31/19 - 3/31/23 (Est.)			
Cash as of 10/31/2019		\$ 2,286,000	
Monetizations & Cash Flows (10/31/19 - 3/31/23)		534,434,886	
Less: Cash on Hand as of 3/31/23		(57,000,000)	ADV 3/31/23
Fees, Distributions & Other Receipts (10/31/19 - 3/31/23) ²		\$ 479,720,886	
Administrative Fees Paid		\$ 100,781,537	Dkt 3756 filed on 4/21/23 (\$33,005,136 for Professional fees (bk); \$7,604,472 for Professional fees (nonbk); \$60,171,929 for all prof fees and exp (Debtor & UCC). Note: this appears to "Preconfirmation." What are the post confirmation amounts?)
Cumulative Payments to Creditors		276,709,651	Dkt 3756 - Unsecured, priority, secured and admin.
Other Unknown Payments or ?		102,229,698	The \$102 million is calculated by subtracting cumulative payments to creditors and known pre conf prof fees and costs from the \$479 million determined above. Where are these funds; what were they used for?
Fees & Distributions Paid (10/31/19 - 3/31/23)		\$ 479,720,886	
¹ Does not include approximately \$70MM in affiliate notes			
² Includes \$100MM of fees paid during bankruptcy			

19. In short, it appears that the professionals representing HCM, the Claimant Trust, and the Litigation Sub-Trust have been litigating claims against Plaintiffs and others, even though the only beneficiaries of any recovery from such litigation would be Plaintiffs in this adversary proceeding (and of course the professionals pressing the claims). It is only the cost of the pursuit of those claims that threatens to depress the value of the Claimant Trust sufficiently to justify continued pursuit of the claims, creating a vicious cycle geared only to enrich the professionals, including Mr. Seery, and to strip equity holders of any meaningful recovery. Even with the stay of

the Kirschner litigation, the Debtor continues to pursue litigation, such as its vexatious litigant motion, and presumably opposing this litigation, that unnecessarily depletes the estate.

20. Based upon the restrictions imposed on Plaintiffs, including the unprecedented inability for Plaintiffs, as holders of Contingent Claimant Trust Interests, to access virtually any financial information related to the Claimant Trust, Plaintiffs have little to no insight into the value of the Claimant Trust assets versus the Claimant Trust's obligations and no method to independently ascertain those amounts until Plaintiffs become Claimant Trust Beneficiaries. Because Mr. Seery and the professionals benefiting from Mr. Seery's actions have ensured that Plaintiffs are in the dark regarding the estate's assets and liabilities, as well as the estate's professional and incentive fees that are rapidly depleting the estate, there is a compelling need for the relief sought herein.

21. In bringing this Complaint, Plaintiffs are seeking transparency about the assets currently held in the Claimant Trust and their value—information that would ultimately benefit all creditors and parties-in-interest by moving forward the administration of the Bankruptcy Case.

JURISDICTION AND VENUE

22. This adversary proceeding arises under and relates to the above-captioned Chapter 11 bankruptcy case (the "Bankruptcy Case") pending before the United States Bankruptcy Court for the Northern District of Texas (the "Court").

23. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

24. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(A) and (O).

25. In the event that it is determined that the Court, absent consent of the parties, cannot enter final order or judgments over this matter, Plaintiffs do not consent to the entry of a final order by the Court.

THE PARTIES

26. Dugaboy is a trust formed under the laws of Delaware.
27. HMIT is a trust formed under the laws of Delaware.
28. HCM is a limited partnership formed under the laws of Delaware with a business address of 100 Crescent Court, Suite 1850, Dallas, Texas 75201.
29. The Claimant Trust is a statutory trust formed under the laws of Delaware with a business address of 100 Crescent Court, Suite 1850, Dallas, Texas 75201.

CASE BACKGROUND

30. On October 16, 2019 (the “Petition Date”), HCM, a 25-year Delaware limited partnership in good standing, filed for Chapter 11 restructuring in the United States Bankruptcy Court for the District of Delaware.

31. At the time of its chapter 11 filing, HCM had approximately \$400 million in assets (ultimately monetized for much more as a result of market events, such as the sale of HCM’s portfolio companies for substantial profits, as was always planned by Mr. Dondero) and had only insignificant debt owing to Jeffries, with whom it had a brokerage account, and one other entity, Frontier State Bank. [Dkt. No. 1943, ¶ 8]. HCM’s reason for seeking bankruptcy protection was to restructure judgment debt stemming from an adverse arbitration award of approximately \$190 million issued in favor of the Redeemer Committee of the Crusader Funds, which, after offsets and adjustments, would have been resolved for about \$110 million. Indeed, the Redeemer Committee sold its claim for about \$65 million, well below the expected \$110 million,⁴ and indeed, even below amounts for which Dondero offered to buy the claim.

⁴ Reports that Redeemer Committee was paid \$78 million note that in addition to the claim, the Committee sold other assets as well, which on information and belief, amounted to about \$13 million.

32. At the urging of the newly-appointed Unsecured Creditors Committee (the “Committee”), and over the objection of HCM and its management, the Delaware Bankruptcy Court transferred the bankruptcy case to this Court on December 4, 2019. It seems likely that the creditors sought this transfer to take advantage of antipathy the Court had exhibited to HCM and its management in the ACIS bankruptcy.⁵ Shortly after the transfer, and likewise influenced by the adverse characterizations of HCM management in the ACIS bankruptcy, the U.S. Trustee, notwithstanding the Debtor’s apparent solvency, sought appointment of a chapter 11 trustee.

33. To avoid the appointment of a chapter 11 trustee and the potential liquidation of a potentially solvent estate, the Committee and the Debtor agreed that Strand Advisors, Inc., HCM’s general partner, would appoint a three-member independent board (the “Independent Board”) to manage HCM during its bankruptcy. The three board members were:

- a. James P. Seery, Jr. – (who was selected by arbitration awardee and Committee member, the Redeemer Committee);
- b. John Dubel – (who was selected by Committee member UBS); and
- c. Former Judge Russell Nelms – (who was selected by the Debtor).

34. The Bankruptcy Court almost immediately and then repeatedly let the Debtor’s professionals know that its feelings about Mr. Dondero and other equity holders had not changed – a disclosure that led inexorably to the many acts that now threaten to wipe out entirely the value of the equity. For example, at one of the earliest hearings, the Court rejected recommendations by

⁵ For example, at a hearing in Delaware Bankruptcy Court on the Motion to Transfer Venue to this Court, Mr. Pomerantz, counsel for Debtor stated, “The debtor filed the case in this district because it wanted a judge to preside over this case that would look at what’s going on with this debtor, with this debtor’s management, this debtor’s post-petition conduct, without the baggage of what happened in a previous case, which contrary to what Acis and the committee says, has very little do with this debtor.” [December 2, 2019 Hearing Transcript at 79, Case No. 19012239 (CSS), Docket No. 181]. The taint of the ACIS case can be seen in that, without having read or even seen the supposedly offending complaint, during the ACIS case Judge Jernigan called Mr. Dondero not just vexatious, but “transparently vexatious,” for allegedly having sued Moody’s for failing to downgrade certain CLOs that ACIS had been manipulating in violation of its indentures and even though the Plaintiff in the supposedly offending case was not Mr. Dondero or any company he controlled [September 23, 2020 Hearing Transcript at 51-52, In re Acis Capital Management, L.P. and Acis Capital Management GP, LLC, Case No. 18-30264-SGJ-11, Docket No. 1186].

Judge Nelms, suggesting he was bamboozled because he was under management's spell. Specifically, Judge Jernigan admitted that normally "Bankruptcy Courts should defer heavily to the reasonable exercise of business judgment by a board... But I'm concerned that Dondero or certain in-house counsel has -- you know, they're smart, they're persuasive... they have exercised their powers of persuasion or whatever to make the Board and the professionals think that there is some valid prospect of benefit to Highland with these [actions], when it's really all about . . . Mr. Dondero." [February 19, 2020 Hearing Transcript at 177.]

35. At around the same time that the Court telegraphed animus towards Mr. Dondero, it also squelched oversight by responsible professionals who could and would have ensured transparency. When the Committee and the Debtor reported to the Court that they had agreed to use Judge Jones and Judge Isgur in Houston as mediators to potentially resolve the bankruptcy case, Judge Jernigan stated that she was "surprised that Judge Jones' or Judge Isgur's staff expressed that they had availability." Debtor's counsel then asked if he could independently follow up with staff for Judges Jones and Isgur regarding their availabilities, and Judge Jernigan said, "I'll take it from here." Six days later, Judge Jernigan simply said, "my continued thought on that [mediation by Judges Jones and Isgur] is that they just don't have meaningful time." [July 14, 2020 Hearing Transcript at 121.] In retrospect, this avoided scrutiny of the case by professionals who would recognize and potentially curtail the Court's unprecedented, immediately biased conduct of the case. This sent a powerful message to Mr. Seery and the other professionals who developed strategies to enrich themselves to the detriment of any possibility of a quick reorganization with equity regaining control.

36. Meanwhile, not realizing the turn the bankruptcy was about to take, Mr. Dondero had agreed to step down as CEO of the Debtor and to the appointment of an Independent Board only

because he was assured that new, independent management would expedite an exit from bankruptcy, preserve the Debtor's business as a going concern, and retain and compensate key employees whose work was critical to ensuring a successful reorganization.

37. None of that happened. Almost immediately, Mr. Seery emerged as the *de facto* leader of the Independent Board. On July 14, 2020, the Court retroactively appointed Mr. Seery Chief Executive Officer and Chief Restructuring Officer, vesting him with the fiduciary responsibilities of a registered advisor to investors and fiduciary responsibilities to the estate. [Dkt. No. 854]. And although Mr. Seery publicly represented that he intended to restructure and preserve HCM's business, privately he was engineering a much different plan.

38. Mr. Seery's public-facing statements stand in stark contrast to what actually happened under his direction and control. For example, Mr. Seery initially reported consistently positive reviews of the Debtor's employees, describing the Debtor's staff as a "lean" and "really good team." He also testified: "My experience with our employees has been excellent. The response when we want to get something done, when I want to get something done, has been first-rate. The skill level is extremely high."

39. Yet, despite these glowing reviews, Mr. Seery failed to put a key employee retention program into place, and although key employees supported Mr. Seery and the Debtor through the plan process, ultimately Mr. Seery fired most of those employees. It was clear that Mr. Seery was firing anyone with perceived loyalty to Mr. Dondero, no doubt leaving remaining staff fearful of challenging Mr. Seery, lest they too be fired.

40. From the start, and before there was much litigation to speak of, the Court regularly referred to Mr. Dondero and related parties as "vexatious litigants," emboldening the Debtor to do the same, even while admitting it had not presented evidence that Mr. Dondero was a vexatious

litigant. This was plainly a carryover from the ACIS case where the Court labelled Mr. Dondero a “transparently” vexatious litigant based on pleadings she had only heard about from parties opposing Dondero and admittedly had not read herself. Ironically, the first time Mr. Dondero was labeled “vexatious” by the Court in the HCM case, he was defending himself from three lawsuits initiated by the Debtor and had commented on proposed settlements in the case, but had not himself initiated any actions in the case. Thereafter, though, the Debtor and its professionals repeated the mantra that Dondero and his companies were vexatious litigants to successfully oppose sharing information about the estate with them.

41. In addition to the Debtor’s mistreatment of employees, under the control of the Independent Board, most of the ordinary checks and balances that are the hallmark of bankruptcy were ignored. Despite providing regular and robust financial information to the Committee, the Debtor inexplicably failed and refused to file quarterly 2015.3 reports, leaving stakeholders, including Plaintiffs, in the dark about the value of the estate and the mix of assets it held, bought or sold. Amplifying the lack of transparency, Mr. Seery further engineered transactions that also served to hide the real value of the estate.

42. For example, he authorized the Debtor to settle the claims of HarbourVest (which claims had initially been valued at \$0) for \$80 million, in order to acquire HarbourVest’s interest in Highland CLO Funding, Ltd. (“HCLOF”), gain HarbourVest’s vote in favor of its Plan, and hide the value of Debtor’s interest in HCLOF by placing it into a non-reporting subsidiary. This created another pocket of non-public information because the pleadings supporting the 9019 settlement valued the HCLOF interest at \$22 million, when, on information and belief, it was worth \$34.1 million at the time, about \$40 million when the settlement was consummated, and over \$55 million 90 days later when the MGM sale was announced.

43. At the same time, Mr. Seery and the Independent Board deliberately shut out equity holders from any discussion surrounding the plan of reorganization or HCM's efforts to emerge from bankruptcy as a going concern. Indeed, as noted above, Mr. Seery failed to meaningfully respond to the many proposals made by residual equity holders to resolve the estate and never encouraged any dialogue between creditors and equity holders. These failures only contributed to the difficulty of getting stakeholders' buy-in for a reorganization plan and significantly undermined an efficient exit from bankruptcy.

44. Worse still, while knowing that HCM had sufficient resources to emerge from bankruptcy as a going concern (and, on information and belief, while knowing that the estate was solvent), Mr. Seery and the Independent Board failed to propose any plan of reorganization that contemplated HCM's continued post-confirmation existence. Instead, and inexplicably, the very first plan proposed contemplated liquidation of the company, as did all subsequent plans.

45. While secretly engineering the total destruction of HCM, Mr. Seery also privately settled multiple proofs of claim against the estate at inflated levels that were unreasonable multiples of the Debtor's original estimates. He did this notwithstanding the Debtor's early and vehement objection to many of the claims as baseless. But instead of litigating those objections in a manner that would have exposed the true value of the claims, on information and belief, Mr. Seery settled the claims as a means of brokering sales of the claims at 50-60% of their face values. That is, the inflated values softened up claims sellers to induce them to sell. Had the Debtor instead fought the inflated proofs of claim in open court, it could have settled the claims for closer to true value and ensured that the estate had sufficient resources to pay them.

46. It is also no coincidence that virtually all original proofs of claim were sold to buyers that had prior business relationships with Mr. Seery and/or affiliates of Grosvenor (a

company with which Mr. Seery has a long personal history)—buyers that ultimately would be positioned to approve a favorable compensation and bonus structure for Mr. Seery.

47. That the claims sales happened at all is curious in light of the scant publicly-available information about the value of the estate. It would have been impossible, for example, for any of the claims buyers to conduct even modest due diligence to ascertain whether the purchases made economic sense. In fact, the publicly-available information purported to show a net decrease in the estate’s asset value by approximately \$200 million in a matter of months during the global pandemic. Dkt. 2949. Given the sophistication of the claims-buyers, their purchases of claims at prices that in some cases exceeded published expected recoveries (according to the schedules then available to the public) would only make sense if they obtained inside information regarding the transactions undertaken by Debtor management that would justify the transfer pricing.

48. And indeed, the claims could and would be monetized for much more than the publicly-available information suggested (as only one with inside information would know). In October 2022, \$250 million was paid to Class 8 holders. That is about 85% of the inflated proofs of claim and \$90 million more than plan projections. On information and belief, claims buyers have thus had an over 170% annualized return thus far, with more to come. On information and belief, Mr. Seery will use this “success” to justify an incentive bonus estimated in the range of \$30 million or more, while engineering the estate to prevent equity holders from objecting or even knowing.

49. At the same time, the Claimant Trust has made no distributions to Contingent Claimant Trust Interest holders and has argued in various proceedings that no such distributions are likely. No wonder. The cost of holding open the estate, including unnecessary litigation costs,

appears to have exceeded \$140 million post-confirmation, and seems geared to ensure that no such distributions can occur, even though it can now be projected that the litigation is not needed to pay creditors. *See* Docket No. 3410-1.

50. It is worth noting that it appears that virtually all of the claims trades brokered on behalf of Committee members seem to have occurred while those entities remained on the Committee. Yet at the outset of their service, Committee members were instructed by the United States Trustee that “Creditors wishing to serve as fiduciaries on any official committee are advised that they may *not* purchase, sell or otherwise trade in or transfer claims against the Debtor while they are committee members absent an order of the Court.” Thus, the claims trades violated Committee members’ fiduciary duty to the estate while lining the pockets of Mr. Seery and other Debtor professionals, to the detriment of creditors and residual equity holders.

51. The sales of claims were not the only transactions shrouded in secrecy. As further detailed in other litigation, assets were sold with insufficient disclosures, no competitive bidding, no data room, and without inviting equity (which may have at one time had the knowledge to make the highest bid) to participate in the sales process. Indeed, on occasion assets were sold for amounts less than Mr. Dondero’s written offers. This exacerbated the harms caused by the lack of transparency characterized by the Court’s indifference to the Debtor’s complete failure to abide by its Rule 2015 disclosure obligations.

52. In short, the lack of transparency combined with at least the appearance of bias, if not actual bias of the Bankruptcy Court, emboldened and enabled an opportunistic CRO to manipulate the bankruptcy to enrich himself, his long-time business associates, and the professionals continuing to litigate to collect fees to pay claims that, but for that manipulation, could have been resolved with money left over for equity.

STATEMENT OF FACTS

A. Plaintiffs Hold Contingent Claimant Trust Interests

53. As of the Petition Date, HCM had three classes of limited partnership interests (Class A, Class B, and Class C). *See* Disclosure Statement [Docket No. 1473], ¶ F(4).

54. The Class A interests were held by Dugaboy, Mark Okada (“Okada”), personally and through family trusts, and Strand Advisors, Inc. (“Strand”), HCM’s general partner. The Class B and C interests were held by HMIT. *Id.*

55. In the aggregate, HCM’s limited partnership interests were held: (a) 99.5% by HMIT; (b) 0.1866% by Dugaboy, (c) 0.0627% by Okada, and (d) 0.25% by Strand.

56. On February 22, 2021, the Court entered the Order (i) Confirming the Fifth Amended Plan of Reorganization (as Modified) and (ii) Granting Related Relief [Docket No. 1943] (the “Confirmation Order”) [Docket No. 1808] (the “Plan”).

57. In the Plan, General Unsecured Claims are Class 8 and Subordinated Claims are Class 9. *See* Plan, Article III, ¶ H(8) and (9).

58. In the Plan, HCM classified HMIT’s Class B Limited Partnership Interest and Class C Limited Partnership Interest (together, Class B/C Limited Partnership Interests) as Class 10, separately from that of the holders of Class A Limited Partnership Interests, which are Class 11 and include Dugaboy’s Limited Partnership Interest. *See* Plan, Article III, ¶ H(10) and (11).

59. According to the Plan, Contingent Claimant Trust Interests distributed to the Holders of Class A Limited Partnership Interests are subordinate to the Contingent Claimant Trust Interests distributed to the Holders of Class B/C Limited Partnership Interests. *See* Plan, Article I, ¶44.

60. In the Confirmation Order, the Court found that the Plan properly separately classified those equity interests because they represent different types of equity security interests in HCM and

different payment priorities pursuant to that certain Fourth Amended and Restated Agreement of Limited Partnership of Highland Capital Management, L.P., dated December 24, 2015, as amended (the “Limited Partnership Agreement”). Confirmation Order, ¶36; Limited Partnership Agreement, §3.9 (Liquidation Preference).

61. The Court overruled objections to the Plan lodged by entities it deemed related to Mr. Dondero, including Dugaboy. In doing so, the Court acknowledged that Dugaboy has a residual ownership interest in HCM and therefore “technically” had standing to object to the Plan. *See* Confirmation Order, ¶¶ 17-18.

62. Based on the Debtor’s financial projections at the time of confirmation, however, the Court found that the plan objectors’ “economic interests in the Debtor appear to be extremely remote.” *Id.*, ¶ 19; *see also id.*, ¶ 17 (“the remoteness of their economic interests is noteworthy”).

63. The Plan went Effective (as defined in the Plan) on August 11, 2021, and HCM became the Reorganized Debtor (as defined in the Plan) on the Effective Date. *See* Notice of Occurrence of the Effective Date of Confirmed Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. [Docket No. 2700].

64. The Plan created the Claimant Trust, which was established for the benefit of Claimant Trust Beneficiaries, which is defined to mean:

the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, including, upon Allowance, Disputed General Unsecured Claims and Disputed Subordinated Claims that become Allowed following the Effective Date, and, only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent all Allowed unsecured Claims, excluding Subordinated Claims, have been paid in full post-petition interest from the Petition Date at the Federal Judgment Rate in accordance with the terms and conditions set forth in the Claimant Trust Agreement and all Disputed Claims in Class 8 and Class 9 have been resolved, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests

See Plan, Article I, ¶27; *see also* Claimant Trust Agreement, Article I, 1.1(h).

65. Plaintiffs hold Contingent Claimant Trust Interests, which will vest into Claimant Trust Interests upon infeasible payment of Allowed Claims.

66. Depending on the realization of asset value less debts, Plaintiffs may become Claimant Trust Beneficiaries.

67. The Post Confirmation Quarterly Reports for the First Quarter of 2023 [Docket No. 3756 and 3757], show distributions of \$270,205,592 to holders of general unsecured claims, which is 68% of the total allowed general unsecured claims of \$397,485,568. This amount is far greater than was anticipated at the time of confirmation of the Plan. About \$277 million has been distributed to creditors when secured, priority and administrative creditors are also considered.

B. Debtor Has Failed To Disclose Claimant Trust Assets

68. Upon information and belief, the value of the estate, as held in the Claimant Trust, has changed markedly since Plan confirmation. Not only have many of the assets held by the estate fluctuated in value based on market conditions, with some increasingly in value dramatically, but Plaintiffs are aware that many of the major assets of the estate have been liquidated or sold since Plan confirmation, locking in increased value to the estate.

69. The estate is solvent and has always been solvent. Nonetheless, Mr. Seery has remained committed to maximizing professional fees and incentive fees by increasing the total claims amount to justify litigation to satisfy those inflated claims.

70. As noted above, by June of 2022, starting with \$125 million in cash, the estate liquidated other assets of over \$416 million, building a cash war chest of over \$541 million. Thus, with the remaining less-liquid assets, the total value of the estate's assets as of June 2022 was over \$600 million, excluding related party notes.

71. Contrasting those assets with the claims against the estate demonstrates that further collection of assets was (and is) unnecessary.

72. As set forth above, while the inflated face amount of the claims sold was \$365 million, the sale price was about \$150 million. The estate therefore easily had the resources to retire the claims for the sale amounts, leaving an operating business in the hands of its equity owners.

73. Instead, Mr. Seery liquidated estate assets at less-than-optimal prices, without competitive process, without including residual equity holders, and in all cases required strict non-disclosure agreements from the buyers to prevent any information flowing to the public, the residual equity, or the Court. This uncharacteristic secrecy enabled Mr. Seery and the professionals to maintain the delicate balance of keeping just enough assets to pay professionals and incentive fees but still maintain the pretense that further litigation was needed.

74. Each effort by Plaintiffs, Mr. Dondero and related companies to obtain information to assess whether interference was necessary to stop the continued looting has been vigorously opposed, and ultimately rejected by an apparently biased Court. Plaintiffs were unable to cause the Debtor to provide the most basic of reports, including Rule 2015 statements, and Plaintiffs' efforts to obtain even the most basic details regarding asset sales and professional fees have all been denied. Rather, such details are in the hands of a select few, such as the Oversight Board of the Claimant Trust.

75. The Plan requires the Claimant Trustee to determine the fair market value of the Claimant Trust Assets as of the Effective Date and to notify the applicable Claimant Trust Beneficiaries of such a valuation, as well as distribute tax information to Claimant Trust Beneficiaries as appropriate. *See* Plan, ¶Art. IV(B)(9).

76. But no like information regarding valuation of the Claimant Trust Assets is available to Plaintiffs as holders of Contingent Claimant Trust Interests, even though Plaintiffs, as contingent beneficiaries of a Delaware statutory trust, are entitled to financial information relating to the trust.

C. Plaintiffs Are Kirschner Adversary Proceeding Defendants

77. On October 15, 2021, Marc S. Kirschner, as Litigation Trustee of the Litigation Sub-Trust, commenced the Kirschner Adversary Proceeding against twenty-three defendants, including Plaintiffs, alleging various causes of action. *See Marc S. Kirschner, as Litigation Trustee of the Litigation Sub-Trust vs. James Dondero, et al.*, Adv. Pro. No. 21-03076-sgj, Adv. Proc. No. 21-03076, Docket No. 1 (as amended by Docket No. 158).

78. The Litigation Sub-Trust was established within the Claimant Trust as a wholly owned subsidiary of the Claimant Trust for the purpose of investigating, prosecuting, settling, or otherwise resolving the Estate Claims, with any proceeds therefrom to be distributed by the Litigation Sub-Trust to the Claimant Trust for distribution to the Claimant Trust Beneficiaries. *See Plan, Article IV, ¶ (B)(4).*

79. Any recovery from the Kirschner Adversary Proceeding will be distributed to Claimant Trust Beneficiaries.

80. Depending on the realization of asset value less debts, Plaintiffs may become Claimant Trust Beneficiaries.

81. The Litigation Sub-Trust is pursuing claims against Plaintiffs in the Kirschner Adversary Proceeding, which, if they become Claimant Trust Beneficiaries, would be the recipients of distributions of such recovery (less the cost of litigation). Therefore, Plaintiffs require the requested information in order to properly analyze and evaluate the claims asserted against

them in the Kirschner Adversary Proceeding and to determine whether those claims have any validity.

FIRST CLAIM FOR RELIEF
(Disclosures of Claimant Trust Assets and Request for Accounting)

82. Plaintiffs repeat and re-allege the allegations in each of the foregoing paragraphs as though fully set forth herein.

83. Due to the lack of transparency into the assets of the Claimant Trust, Plaintiffs are unable to determine whether their Contingent Claimant Trust Interests may vest into Claimant Trust Interests.

84. Certain information about the Claimant Trust Assets has already been provided to others, including Claimant Trust Beneficiaries and the Oversight Board for the Claimant Trust.

85. Information about the Claimant Trust Assets would help Plaintiffs evaluate whether settlement of the Kirschner Adversary Proceeding and other proceedings is feasible, which would further the administration of the bankruptcy estate, benefitting all parties in interest.

86. This Court specifically retained jurisdiction to ensure that distributions to Holders of Allowed Equity Interests are accomplished pursuant to the provisions of the Plan. *See* Plan, Article XI.

87. The Plan provides that distributions to Allowed Equity Interests will be accomplished through the Claimant Trust and Contingent Claimant Trust Interests. *See* Plan Article III, (H)(10) and (11).

88. The Defendants should be compelled to provide information regarding the Claimant Trust assets, including the amount of cash and the remaining non-cash assets, and details of all transactions that have occurred since the wall of silence was erected, and all liabilities.

SECOND CLAIM FOR RELIEF
(Declaratory Judgment Regarding Value of Claimant Trust Assets)

89. Plaintiffs repeat and re-allege the allegations in each of the foregoing paragraphs as though fully set forth herein.

90. Once Defendants are compelled to provide information about the Claimant Trust assets, Plaintiffs seek a determination from the Court of the relative value of the Claimant Trust assets compared to the bankruptcy estate obligations.

91. If the value of the Claimant Trust assets exceeds the obligations of the estate, then several pending adversary proceedings aimed at recovering value for HCM's estate can be justly deemed unnecessary to pay creditors in full. As such, the pending adversary proceedings could be brought to a swift close, allowing creditors to be paid and the Bankruptcy Case to be brought to a close, ultimately stopping the bloodshed.

92. In addition, professionals associated with the estate—including but not limited to Mr. Seery, Pachulski, Development Specialists, Inc., Kurtzman Carson Consultants, Quinn Emanuel, Mr. Kirschner, and Hayward & Associates—are continuing to incur and receive millions of dollars a month in professional fees, thereby further eroding an estate that is either solvent or could be bridged by a settlement that would pay the spread between current assets and current allowed creditor claims. Fees for Pachulski range from \$460 an hour for associates to \$1,265 per hour for partners, and fees for Quinn Emanuel lawyers range from \$830 an hour for first year associate to over \$2100 per hour for senior partners. At these rates, depletion of the estate will occur rapidly.

THIRD CLAIM FOR RELIEF

(Declaratory Judgment and Determination Regarding Nature of Plaintiff's Interests)

93. Plaintiffs repeat and re-allege the allegations in each of the foregoing paragraphs as though fully set forth herein.

94. In the event that the Court determines that the Claimant Trust assets exceed the obligations of the bankruptcy estate in an amount sufficient so that all Allowable Claims may be indefeasibly paid, Plaintiffs seek a declaration and a determination that the conditions are such that their Contingent Claimant Trust Interests are likely to vest into Claimant Trust Interests, making them Claimant Trust Beneficiaries.⁶

95. Such a declaration and a determination by the Court would further assist parties in interest, such as Plaintiffs, to ascertain whether the estate is capable of paying all creditors in full and also paying some amount to residual interest holders, as contemplated by the Plan and the Claimant Trust Agreement.

WHEREFORE, Plaintiffs pray for judgment as follows:

- (i) On the First Claim for Relief, Plaintiffs seek an order compelling Defendants to disclose the assets currently held in the Claimant Trust, transactions completed that affect the Claimant Trust directly or indirectly, and all liabilities of the Claimant Trust;; and
- (ii) On the Second Claim for Relief, Plaintiffs seek a determination of the relative value of those assets in comparison to the claims of the Claimant Trust Beneficiaries; and
- (iii) On the Third Claim for Relief, Plaintiffs seek a determination that the conditions are such that all current Claimant Trust Beneficiaries could be paid in full, with

⁶ To be clear, Plaintiffs do not ask the Court to determine that they are Claimant Trust Beneficiaries or otherwise to convert their contingent interests into non-contingent interests. All of that must be done according to the terms of the Plan and the Claimant Trust Agreement.

such payment causing Plaintiffs' Contingent Claimant Trust Interests to vest into Claimant Trust Interests; and

(iv) Such other and further relief as this Court deems just and proper.

Dated: May 10, 2023

Respectfully submitted,

STINSON LLP

Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

*Counsel for The Dugaboy Investment Trust
and the Hunter Mountain Investment Trust*

EXHIBIT 3



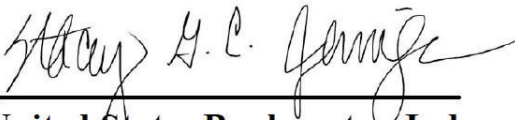
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed August 25, 2023


United States Bankruptcy Judge

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

IN RE:

HIGHLAND CAPITAL MANAGEMENT, L.P.,
Reorganized Debtor.

§
§
§
§
§

Chapter 11

Case No. 19-34054-sgj-11

**MEMORANDUM OPINION AND ORDER PURSUANT TO PLAN “GATEKEEPER
PROVISION” AND PRE-CONFIRMATION “GATEKEEPER ORDERS”: DENYING
HUNTER MOUNTAIN INVESTMENT TRUST’S EMERGENCY MOTION FOR
LEAVE TO FILE VERIFIED ADVERSARY PROCEEDING¹
[BANKR. DKT. NOS. 3699, 3760, 3815, and 3816]**

I. INTRODUCTION

BEFORE THIS COURT is yet another post-confirmation dispute relating to the Chapter 11 bankruptcy case of Highland Capital Management, L.P. (“Highland” or “Reorganized Debtor”).

¹ On August 2, 2023, this court signed an Order [Bankr. Dkt. No. 3897] that was agreed to among various parties, after the filing of a Motion to Stay and Compel Mediation [Bankr. Dkt. No. 3752] filed by James D. Dondero and related entities. Pursuant to paragraph 7 of that order, certain pending matters in the bankruptcy court are stayed pending mediation. The parties did not agree to stay the matter addressed in this Memorandum Opinion and Order.



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It is now more than two and half years since the confirmation of Highland’s Plan²—the Plan having been confirmed on February 22, 2021.³ The Plan was never stayed; it went effective on August 11, 2021 (“Effective Date”), and it was affirmed almost in its entirety by the United States Court of Appeals for the Fifth Circuit (“Fifth Circuit”), in late summer 2022, including an approval of the so-called Gatekeeper Provision⁴ therein. The Gatekeeper Provision—and how and whether it should now be exercised or interpreted to allow a certain lawsuit to be filed—is at the heart of the current *Emergency Motion for Leave to File Verified Adversary Proceeding* [Bankr. Dkt. Nos. 3699, 3760, 3815, 3816] (collectively, the “Motion for Leave”) filed by a movant known as Hunter Mountain Investment Trust (“HMIT”).

A. *Who is the Movant, HMIT?*

Who is HMIT? It is undisputed that it is a former equity owner of Highland. It held 99.5% of Highland’s Class B/C limited partnership interests and was classified in a Class 10 under the confirmed Plan, which class treatment provided it with a contingent interest in the Highland Claimant Trust (“Claimant Trust”) created under the Plan, and as defined in the Claimant Trust Agreement. This means that HMIT could receive consideration under the Plan if all claims against Highland are ultimately paid in full, with interest. As later further discussed, it is undisputed that

² Capitalized terms not defined in this introduction shall have the meaning ascribed to them below.

³ The court entered its *Order (I) Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) and (II) Granting Related Relief* (“Confirmation Order”)[Bankr. Dkt. No. 1943].

⁴ In an initial opinion dated August 19, 2022, the Fifth Circuit affirmed the Confirmation Order in large part, “revers[ing] only insofar as the plan exculpates certain non-debtors in violation of 11 U.S.C. § 524(e), strik[ing] those few parties from the plan’s exculpation, and affirm[ing] on all remaining grounds.” *In re Highland Capital Management, L.P.*, No. 21-10449, 2022 WL 3571094, at *1 (5th Cir. Aug. 19, 2022). On September 7, 2022, following a petition for limited panel rehearing filed by certain appellants on September 2, 2022, “for the limited purpose of clarifying and confirming one part of its August 19, 2022 opinion,” the Fifth Circuit withdrew its original opinion and replaced it with its opinion reported at *NexPoint Advisors, L.P. v. Highland Capital Mgmt., L.P. (In re Highland Capital Mgmt., L.P.)*, 48 F.4th 419, 424 (5th Cir. 2022). The substituted opinion differed from the original opinion only by the replacement of one sentence from section “IV(E)(2) – *Injunction and Gatekeeper Provisions*” of the original opinion: “The injunction and gatekeeper provisions are, on the other hand, perfectly lawful.” was replaced with “We now turn to the Plan’s injunction and gatekeeper provisions.” In all other respects, the Fifth Circuit panel’s original ruling remained unchanged. Petitions for writs of certiorari regarding the Confirmation Order have been pending at the United States Supreme Court since January 2023.

HMIT's only asset is its contingent interest in the Claimant Trust. It has no employees or revenue. HMIT's representative has testified that HMIT is liable on more than \$62 million of indebtedness owed to The Dugaboy Investment Trust ("Dugaboy"), a family trust of which James Dondero ("Dondero"), the co-founder and former chief executive officer ("CEO") of Highland, and his family members are beneficiaries, and that Dugaboy also is paying HMIT's legal fees. HMIT vehemently disputes the suggestion that it is controlled by Dondero.

B. What Does the Movant HMIT Seek Leave to File?

HMIT seeks leave to file an adversary proceeding ("Proposed Complaint")⁵ in the bankruptcy court to bring claims on behalf of itself and, derivatively, on behalf of the Reorganized Debtor and the Claimant Trust for alleged breach of fiduciary duties by the Reorganized Debtor's CEO and Claimant Trustee, James P. Seery, Jr. ("Seery") and conspiracy against: (1) Seery; and (2) purchasers of \$365 million face amount of *allowed* unsecured claims in this case, who purchased their claims post-confirmation but prior to the occurrence of the Effective Date of the Plan ("Claims Purchasers,"⁶ and with Seery, the "Proposed Defendants"). To be clear (and as later further explained), the claims acquired by the Claims Purchasers were acquired by them after extensive litigation, mediation, and settlements were approved by the bankruptcy court and after the original claims-holders had voted on the Plan and after Plan confirmation. As later explained,

⁵ In its original Motion for Leave filed at Bankruptcy Docket No. 3699 on March 28, 2023, HMIT sought leave to file the proposed complaint ("Initial Proposed Complaint") attached as Exhibit 1 to the Motion for Leave. Nearly a month later, on April 23, 2023, HMIT filed a *Supplement to Emergency Motion for Leave to File Verified Adversary Proceeding* ("Supplement") [Bankr. Dkt. No. 3760], a revised proposed complaint as Exhibit 1-A, and stating that "[t]he Supplement is not intended to supersede the [Motion for Leave]; rather, it is intended as a supplement to address procedural matters and to bring forth additional facts that further confirm the appropriateness of the derivative action." Supplement, ¶ 1 and Exhibit 1-A. It is this revised proposed complaint to which this court will refer, when it uses the defined term "Proposed Complaint," even though HMIT filed redacted versions of its Motion for Leave on June 5, 2023 at Bankruptcy Docket Nos. 3815 and 3816 that attached the Initial Proposed Complaint as Exhibit 1.

⁶ The Claims Purchasers identified in the Proposed Complaint are Farallon Capital Management, LLC ("Farallon"); Muck Holdings, LLC ("Muck"), which is a special purpose entity created by Farallon to purchase allowed unsecured claims against Highland; Stonehill Capital Management, LLC ("Stonehill"); and Jessup Holdings, LLC ("Jessup"), which is a special purpose entity created by Stonehill to purchase allowed unsecured claims against Highland.

the Claims Purchasers filed notices of their purchases as required by Bankruptcy Rule 3001(e)(2), and no objections were filed thereto. In any event, various damages or remedies are sought against the Proposed Defendants revolving around the Claims Purchasers' claims purchasing activities.

C. *Why Does HMIT Need to Seek Leave?*

As alluded to above, HMIT filed its Motion for Leave to comply with the provision in the Plan known as a "gatekeeper" provision ("Gatekeeper Provision") and with this court's prior gatekeeper orders entered in January and July 2020, which all require that, before a party may commence or pursue claims relating to the bankruptcy case against certain protected parties, it must first obtain (1) a finding from the bankruptcy court that its proposed claims ("Proposed Claims") are "colorable"; and (2) specific authorization by the bankruptcy court to pursue the Proposed Claims.⁷ The Gatekeeper Provision was not included in the Plan *sans raison*. Indeed, as the Fifth Circuit recognized in affirming confirmation of the Plan, the Gatekeeper Provision (along with the other "protection provisions" in the Plan) had been included in the Plan to address the "continued litigiousness" of Mr. James Dondero ("Dondero"), Highland's co-founder and former chief executive officer ("CEO"), that began prepetition and escalated following the post-petition "nasty breakup" between Highland and Dondero, by "screen[ing] and prevent[ing] bad-faith litigation against Highland Capital, its successors, and other bankruptcy participants that could disrupt the Plan's effectiveness."⁸

⁷ To be clear, the Gatekeeper Provision in the Plan was not the first or even second injunction of its type issued in this bankruptcy case. The Gatekeeper Orders were entered by the bankruptcy court pre-confirmation: (a) in January 2020, just a few months into the case, as part of this court's order approving a corporate governance settlement between Highland and its unsecured creditors committee, in which Dondero, Highland's co-founder and former CEO, was removed from any management role at Highland and three independent directors ("Independent Directors") were appointed in lieu of a chapter 11 trustee being appointed ("January 2020 Order"); and (b) in July 2020, in this court's order authorizing the employment of Seery (one of the three Independent Directors) as the Debtor's new Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative ("July 2020 Order," together with the January 2020 Order, the "Gatekeeper Orders").

⁸ See *Highland Capital*, 48 F.4th at 427, 435.

D. Some Further Context Regarding Post-Confirmation Litigation Generally.

Since confirmation of the Plan, hundreds of millions of dollars have been paid out to creditors under the Plan, and there are numerous adversary proceedings and contested matters still pending, at various stages of litigation, in the bankruptcy court, the district court, and the Fifth Circuit, almost exclusively involving Dondero and entities that he owns or controls. To be sure, the post-confirmation litigation in this case does not consist of the usual adversaries and contested matters one typically sees by and against a reorganized debtor and/or litigation trustee, such as preference or other avoidance actions and litigation over objections to claims that are still pending after confirmation of a plan. Indeed, the claims of the largest creditors in this case (with claims asserted in the aggregate of more than one billion dollars) were successfully mediated and incorporated into the Plan—a plan which was ultimately accepted by the votes of an overwhelming majority of Highland’s non-insider creditors. Dondero and entities under his control were the only parties who appealed the Confirmation Order, and Dondero and entities under his control have been the appellants in virtually every appeal that has been filed regarding this bankruptcy case. Petitions for writs of mandamus (which have been denied) have been filed in the district court and in the Fifth Circuit by some of these same entities, including one by HMIT, when this court denied setting an *emergency* hearing on the instant Motion for Leave (HMIT had sought a setting on three-days’ notice).

A recent list of active matters involving Dondero and/or entities and/or individuals affiliated or associated with him, filed in the bankruptcy case by Highland and the Claimant Trust, reveals that there were at least 30 pending and “Active Dondero-Related Litigation” matters as of July 14, 2023: six (6) proceedings in this court; six (6) active appeals or actions are pending in the District Court for the Northern District of Texas; seven (7) appeals in the Fifth Circuit; two (2)

petitions for writs of certiorari in the United States Supreme Court; and nine (9) other proceedings or actions with or affecting the Highland Parties (“Highland,” the “Claimant Trust,” and “Seery”) in various other state, federal, and foreign jurisdictions.⁹

The above-described context is included because the Proposed Defendants assert that the Motion for Leave is just a continuation of Dondero’s unrelenting barrage of meritless and harassing litigation, making good on his oft-mentioned alleged threat to “burn down the place” after not achieving the results he wanted in the Highland bankruptcy case. Indeed, the Motion for Leave was filed after two years of unsuccessful attempts by, first, Dondero personally, and then HMIT to obtain pre-suit discovery from the Proposed Defendants (i.e., the Claims Purchasers) through two different Texas state court proceedings, pursuant to Tex. R. Civ. P. 202 (“Rule 202”). In each of these Rule 202 proceedings, Dondero and HMIT espoused the same Seery/Claims

⁹ See Bankr. Dkt. No. 3880 (filed on July 14, 2023, providing a list of “Active Dondero-Related Litigation” and noting that the list is “a summary of active pending actions only and does not include actions that were resolved by final orders, including actions finally resolved after appeals to the U.S. District Court for the Northern District of Texas and/or the U.S. Court of Appeals for the Fifth Circuit.”). Just since the filing by the Highland Parties of the list, *three* of the appeals pending in the Fifth Circuit have been decided against the Dondero-related appellants, two of which upheld the district court’s dismissal of appeals by Dondero-related entities of bankruptcy court orders based on the lack of bankruptcy appellate standing on behalf of the appellant. On July 19, 2023, the Fifth Circuit affirmed the district court’s dismissal of an appeal by NexPoint Advisors, L.P. (“NexPoint”) of bankruptcy court orders approving professional compensation on the basis that NexPoint did not meet the bankruptcy appellate standing test of being a “person aggrieved” by the entry of the orders. *NexPoint Advisors, L.P. v. Pachulski Stang Ziehl & Jones, L.L.P. (In re Highland Capital Management, L.P.)*, 74 F.4th 361 (5th Cir. 2023). On July 31, 2023, the Fifth Circuit affirmed the district court’s dismissal of an appeal by Dugaboy—the Dondero family trust that, like the movant here in this Motion for Leave, was the holder of a limited partnership interest in Highland, and, as such, now has a contingent interest in the Claimant Trust—which had appealed a bankruptcy court order approving a Rule 9019 settlement on the same basis: Dugaboy did not meet the bankruptcy appellate standing test of being a “person aggrieved” by the entry of the settlement order. *The Dugaboy Inv. Tr. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, No. 22-10960, 2023 WL 4861770 (5th Cir. July 31, 2023). The July 31, 2023 ruling followed the Fifth Circuit’s ruling on February 21, 2023, affirming the district court’s dismissal of an appeal by Dugaboy of yet another bankruptcy court order for lack of bankruptcy appellate standing. *The Dugaboy Inv. Tr. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, No. 22-10831, 2023 WL 2263022 (5th Cir. Feb. 28, 2023). These rulings by the Fifth Circuit are discussed in greater detail below. The third ruling by the Fifth Circuit since July 14, 2023, was issued by the Fifth Circuit in a per curium opinion not designated for publication on July 26, 2023, this one affirming the district court’s affirmance of yet another Rule 9019 settlement order of the bankruptcy court that was appealed by Dugaboy, agreeing with the district court that the bankruptcy court had jurisdiction to approve a settlement among the Debtor, an entity affiliated with the Debtor but not a debtor itself, and UBS (the Debtor’s largest prepetition creditor and the seller of its claims to the Claims Purchasers, which is one of the claims trading transactions HMIT complains about in the Proposed Complaint). See *The Dugaboy Inv. Tr. v. Highland Capital Mgt., L.P.*, No. 22-10983, 2023 WL 4842320 (5th Cir. July 26, 2023).

Purchasers conspiracy theory espoused in the Motion for Leave—that Seery must have provided one or more of the Claims Purchasers with material nonpublic information to induce them to want to purchase large, allowed, unsecured claims at a discount; a *quid pro quo* is suggested, such that the Claims Purchasers were allegedly told they would make a hefty profit on the claims they purchased and, in return, they would gladly “rubber stamp” Seery’s “excessive compensation” as the Claimant Trustee of the Claimant Trust. In sum, HMIT alleges this constituted wrongful “insider trading” of the bankruptcy claims. In addition, certain lawyers for Dondero and Dugaboy sent letters reporting this alleged conspiracy and “insider trading” to the Texas State Securities Board (“TSSB”) and the Executive Office of the United States Trustee (“EOUST”).

It is against this background and in this context that the court must analyze, in the exercise of its gatekeeping function under the confirmed Plan and its prior Gatekeeping Orders, whether HMIT should be allowed to pursue the Proposed Claims (i.e., whether the Proposed Claims are “colorable” claims as contemplated under the Gatekeeper Orders and the Gatekeeper Provision of the Plan). The court held an evidentiary hearing on the Motion for Leave on June 8, 2023 (“June 8 Hearing”), during which the court admitted exhibits and heard testimony from three witnesses both in support of and in opposition to the Motion for Leave. Having considered the Motion for Leave, the response of the Proposed Defendants thereto, HMIT’s reply to the response, and the arguments and evidence presented at the hearing on the Motion for Leave, the court denies HMIT’s request for leave to pursue its Proposed Claims. The court’s reasoning is set forth below.

II. BACKGROUND

A. Highland’s Bankruptcy Case, Dondero’s Removal as CEO, and the Plan

Highland was co-founded in Dallas in 1993 by Dondero and Mark Okada (“Okada”). It operated as a global investment adviser that provided investment management and advisory services and managed billions of dollars of assets, both directly and indirectly through numerous

affiliates. Highland’s equity interest holders included HMIT (99.5%), Dugaboy (0.1866%), Okada, personally and through trusts (0.0627%), and Strand Advisors, Inc. (“Strand”), which was wholly owned by Dondero and was the only general partner of Highland (0.25%). On October 16, 2019 (the “Petition Date”), Highland, with Dondero in control¹⁰ and acting as its CEO, president, and portfolio manager, and facing a myriad of massive, business litigation claims – many of which had finally become or were about to be liquidated (after a decade or more of contentious litigation in multiple fora all over the world—filed for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware. The bankruptcy case was transferred to the Northern District of Texas, Dallas Division in December 2019. The official committee of unsecured creditors (the “Committee”) (and later, the United States Trustee) expressed a desire for the appointment of a chapter 11 trustee due to concerns over and distrust of Dondero, his numerous conflicts of interest, and his history of alleged mismanagement (and perhaps worse).

After many weeks under the specter of a possible appointment of a trustee, Highland and the Committee engaged in substantial and lengthy negotiations, resulting in a corporate governance settlement approved by this court on January 9, 2020.¹¹ As a result of this settlement, Dondero relinquished control of Highland and resigned his positions as officer or director of Highland and its general partner, Strand,¹² and three independent directors (“Independent Directors”) were

¹⁰ Mark Okada resigned from his role with Highland prior to the Petition Date.

¹¹ This order is hereinafter referred to as the “January 2020 Order” and was entered by the court on January 9, 2020 [Bankr. Dkt. No. 339] pursuant to the *Motion of the Debtor to Approve Settlement with Official Committee of Unsecured Creditors Regarding the Governance of the Debtor and Procedures for Operation in the Ordinary Course* [Bankr. Dkt. No. 281].

¹² Dondero agreed to this settlement pursuant to a stipulation he executed and that was filed in connection with Highland’s motion to approve the settlement. See *Stipulation in Support of Motion of the Debtor for Approval of Settlement With the Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in Ordinary Course* [Bankr. Dkt. No. 338].

chosen to lead Highland through its chapter 11 case: Seery, John S. Dubel, and retired bankruptcy judge Russell Nelms. Given the Debtor’s perceived culture of constant litigation while Dondero was at the helm, it was purportedly not easy to get such highly qualified persons to serve as independent board members. At the hearing on the corporate governance settlement motion, the court heard credible testimony that none of the Independent Directors would have taken on the role without (1) an adequate directors and officers’ (“D&O”) insurance policy protecting them; (2) indemnification from Strand that would be guaranteed by the Debtor; (3) exculpation from mere negligence claims; and (4) a gatekeeper provision prohibiting the commencement of litigation against the Independent Directors without the bankruptcy court’s prior authority. The gatekeeper provision approved by the court in its January 9 Order states,¹³

No entity may commence or pursue a claim or cause of action of any kind against any Independent Director, any Independent Director’s agents, or any Independent Director’s advisors relating in any way to the Independent Director’s role as an independent director of Strand without the Court (i) first determining after notice that such claim or cause of action represents a colorable claim of willful misconduct or gross negligence against Independent Director, any Independent Director’s agents, or any Independent Director’s advisors and (ii) specifically authorizing such entity to bring such claim. The Court will have sole jurisdiction to adjudicate any such claim for which approval of the Court to commence or pursue has been granted.

Dondero agreed to remain with Highland as an unpaid portfolio manager following his resignation and did so “subject at all times to the supervision, direction and authority of the Independent Directors” and to his agreement to “resign immediately” “[i]n the event the Independent Directors determine for any reason that the Debtor shall no longer retain Dondero as an employee”¹⁴ and to “not cause any Related Entity to terminate any agreements with the Debtor.”¹⁵ The court later

¹³ January 2020 Order, 3-4, ¶ 10.

¹⁴ January 2020 Order, 3, ¶ 8.

¹⁵ *Id.* at ¶ 9.

entered, on July 16, 2020, an order approving the appointment of Seery as Highland’s Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative,¹⁶ which included essentially the same “gatekeeper” language with respect to the pursuit of claims against Seery acting in these roles. The gatekeeper provision in the July 2020 Order was essentially the same as the gatekeeper provision in the January 2020 Order:

No entity may commence or pursue a claim or cause of action of any kind against Seery relating in any way to his role as the chief executive officer and chief restructuring officer of the Debtor without the Bankruptcy Court (i) first determining after notice that such claim or cause of action represents a colorable claim of willful misconduct or gross negligence against Seery, and (ii) specifically authorizing such entity to bring such claim. The Bankruptcy Court shall have sole jurisdiction to adjudicate any such claim for which approval of the Court to commence or pursue has been granted.

July 2020 Order, 3, ¶5. Neither the January 2020 Order nor the July 2020 Order were appealed.

Throughout the summer of 2020, Dondero informally proposed several reorganization plans, none of which were embraced by the Committee or the Independent Directors. When Dondero’s plans failed to gain support, he and entities under his control engaged in substantial, costly, and time-consuming litigation for Highland.¹⁷ As the Fifth Circuit described the situation, after Dondero’s plans failed “he and other creditors began to frustrate the proceedings by objecting to settlements, appealing orders, seeking writs of mandamus, interfering with Highland Capital’s management, threatening employees, and canceling trades between Highland Capital and its clients.”¹⁸ On October 9, 2020, Dondero resigned from all positions with the Debtor and its

¹⁶ See the July 16, 2020 order approving the retention by Highland of Seery as Chief Executive Officer, Chief Restructuring Officer, and Foreign Representative, *nunc pro tunc*, to March 15, 2020 (“July 2020 Order”) [Bankr. Dkt. No. 854].

¹⁷ According to Seery’s credible testimony during the hearing on confirmation of the Plan that had been negotiated between the Committee and the Independent Directors, Dondero had threatened to “burn the place down” if his proposed plan was not accepted. See Transcript of Confirmation Hearing dated February 3, 2021 at 105:10-20. Bankr. Dkt. No. #1894.

¹⁸ *Highland Capital*, 48 F.4th at 426 (citing *Highland Cap. Mgmt., L.P. v. Dondero (In re Highland Capital Mgmt., L.P.)*, Ch. 11 Case No. 19-34054-SGJ11, Adv. No. 20-03190-SGJ11, 2021 WL 2326350, at *1, *26 (Bankr. N.D. Tex.

affiliates in response to a demand by the Independent Directors made after Dondero's purported threats and disruptions to the Debtor's operations.¹⁹

The Independent Directors and the Committee had negotiated their own plan of reorganization which culminated in the filing by Highland of its *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* (the "Plan") [Bankr. Dkt. No. 1808] on January 22, 2021.²⁰ Highland had negotiated settlements with most of its major creditors following mediation and had amended its initially proposed plan to address the objections of most of its creditors, leaving only the objections of Dondero and entities under his control (the "Dondero Parties") at the time of the confirmation hearing,²¹ which was held over two days in early February 2021. The Plan is essentially an "asset monetization" plan pursuant to which the Committee was dissolved, and four new entities were created: the Reorganized Debtor; a new general partner for the Reorganized Debtor called HCMLP GP, LLC; the Claimant Trust (administered by Seery, its trustee); and a Litigation Sub-Trust (administered by its trustee, Marc Kirschner). Highland's various servicing agreements were vested in the Reorganized Debtor, which continues to manage collateralized loan obligation vehicles ("CLOs") and various other investments postconfirmation. The Claimant Trust owns the limited partnership interests in the Reorganized Debtor, HCMLP GP LLC, and the Litigation Sub-Trust and is charged with winding down the Reorganized Debtor over a three-year period by monetizing its assets and making

June 7, 2021) where this court "h[eld] Dondero in civil contempt, sanctioning him \$100,000, and comparing this case to a 'nasty divorce.'")

¹⁹ See Highland Ex. 13. The court shall refer to exhibits offered and admitted at the June 8 Hearing on the Motion for Leave by the Highland Parties as "Highland Ex. ____" and to exhibits offered and admitted by HMIT as "HMIT Ex. ____."

²⁰ The *Disclosure Statement for the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* was filed on November 24, 2020 ("Disclosure Statement") [Bankr. Dkt. No. 1473].

²¹ The only other objection remaining was the objection of the United States Trustee to the Plan's exculpation, injunction, and release provisions.

distributions to Class 8 and Class 9 creditors as Claimant Trust Beneficiaries. The Claimant Trust is overseen by a Claimant Trust Oversight Board (“CTOB”), and pursuant to the terms of the Plan and the Claimant Trust Agreement (“CTA”),²² the CTOB approved Seery’s compensation package as the CEO of the Reorganized Debtor and the Claimant Trustee. Following their acquisition of their unsecured claims, representatives of Claims Purchasers Muck and Jessup became members of the CTOB.²³ Seery’s compensation included the same base salary that he was receiving as CEO and CRO of Highland, plus an added incentive bonus tiered to recoveries and distributions to the creditors under the Plan. The Plan provides for the cancellation of the limited partnership interests in Highland held by HMIT, Dugaboy, and Okada and his family trusts in exchange for each holder’s pro rata share of a contingent interest in the Claimant Trust (“Contingent Claimant Trust Interest”), as holders of allowed interests in Class 10 (holders of Class B/C limited partnership interests) or Class 11 (holders of Class A limited partnership interests) under the Plan.

B. Dondero Communicates Alleged Material Non-Public Information (“MNPI”) to Seery, and Seery Allegedly Provides the MNPI to the Claims Purchasers in Furtherance of an Alleged Fraudulent Scheme to Have the Claims Purchasers “Rubber Stamp” His Compensation as Claimant Trustee Post-Confirmation

1. The December 17, 2020 MGM Email

Between Dondero’s forced resignation from Highland in October 2020 and the confirmation hearing in February 2021, Dondero engaged in what appeared to be attempts to thwart, impede, and otherwise interfere with the Plan being proposed by the Independent Directors and the Committee. In the midst of this, on December 17, 2020, Dondero sent Seery²⁴ an email

²² Highland Ex. 38

²³ The CTOB had three members: a representative of Muck (Michael Linn), a representative of Jessup (Christopher Provost), and an independent member (Richard Katz). See Joint Opposition ¶ 79.

²⁴ Dondero sent the email to others as well but did not copy counsel for the Independent Directors (including Seery) in violation of the terms of an existing temporary restraining order that enjoined Dondero from, among other things, “communicating . . . with any Board member” (including Seery) without including Debtor’s counsel. Morris Dec. Ex. 23 ¶ 2(a). Citations to “Morris Dec. Ex. _” are to the exhibits attached to the *Declaration of John A. Morris in Support*

(the “MGM Email”) that featured prominently in HMIT’s Motion for Leave. According to HMIT and Dondero, the MGM Email contained material nonpublic information (“MNPI”) regarding the possibility of an imminent acquisition of Metro-Goldwyn-Mayer Studios, Inc. (“MGM”), likely by either Amazon or Apple.²⁵ At the time Dondero sent the MGM Email, Dondero sat on the board of directors of MGM, and the Debtor owned MGM stock directly. The Debtor also managed and partially owned a couple of other entities that owned MGM stock and managed various CLOs that owned some MGM stock as well. HMIT alleges now that Seery later misused and wrongfully disclosed to the Claims Purchasers this purported MNPI as part of a *quid pro quo* scheme, whereby the Claims Purchasers agreed to approve excessive compensation for Seery in the future (in exchange for him providing this allegedly “insider” information that inspired them to purchase unsecured claims with an alleged expectation of future large profits).²⁶ A timeline of events (in late 2020) in the weeks leading up to Dondero’s MGM Email to Seery, following Dondero’s departure from Highland, helps to put the email in full context:

- October 16: Dondero and his affiliates attempt to impede the Debtor’s trading activities by demanding—with no legal basis—that Seery cease selling certain assets;²⁷
- November 24: Bankruptcy Court enters an Order approving the Debtor’s Disclosure Statement, scheduling the confirmation hearing on the Debtor’s Plan for January 13, 2021, and granting related relief;²⁸
- November 24–27: Dondero personally interferes with the Debtor’s

of Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr.’s Joint Opposition to Hunter Mountain Investment Trust’s Motion for Leave to File Verified Adversary Proceeding, Bankr. Dkt. No. 3784.

²⁵ See Proposed Complaint ¶ 45.

²⁶ See *id.* ¶ 3 (“Thus, acting within a cloak of secrecy, Seery provided close business acquaintances, the [Claims Purchasers], with material non-public information concerning the value of assets which they then used to purchase the largest approved unsecured claims.”); ¶ 4 (“As part of the scheme, the [Claims Purchasers] obtained a position to approve Seery’s ongoing compensation – to Seery’s benefit and also to the detriment of the Claimant Trust, the Reorganized Debtor, and HMIT.”).

²⁷ See Highland Ex. 14, Dondero-Related Entities’ October 16, 2020 Letter; Highland Ex. 15, *Memorandum Opinion and Order Holding Dondero in Contempt for Violation of TRO*, 13-15.

²⁸ See Bankr. Dkt. No. 1476.

- implementation of certain securities trades ordered by Seery;²⁹
- November 30: The Debtor provides written notice of termination of certain shared services agreements it had with Dondero’s two non-debtor affiliates, NexPoint Advisors, L.P. (“NexPoint”) and Highland Capital Management Fund Advisors, L.P. (“HCMFA”; together with NexPoint, the “Advisors”),³⁰
 - December 3: The Debtor makes written demands to Dondero and certain affiliates for payment of all amounts due under certain promissory notes they owed to the Debtor, that had an aggregate face amount of more than \$60 million—this was part of creating liquidity for the Debtor’s Plan;³¹
 - December 3: Dondero responds with what appeared to be a threat of some sort to Seery in a text message: “*Be careful what you do -- last warning*,”³²
 - December 10: Dondero’s interference and apparent threat cause the Debtor to seek and obtain a temporary restraining order (“TRO”) against Dondero;³³
 - December 16: This court denies as “frivolous” a motion filed by certain affiliates of Dondero, in which they sought “temporary restrictions” on certain asset sales;³⁴ and
 - December 17: Dondero sends the unsolicited MGM Email³⁵ to Seery, which violates the TRO entered just a week earlier.³⁶

²⁹ See Highland Ex. 15, 30-36.

³⁰ Morris Decl. Ex. 17; see also Transcript of June 8, 2023 Hearing on HMIT’s Motion for Leave (“June 8 Hearing Transcript”), 273:23-24.

³¹ Morris Decl. Exs. 18-21; see also June 8 Hearing Transcript, 273:23-274:1.

³² Morris Decl. Ex. 22 (emphasis added); see also June 8 Hearing Transcript, 273:1-12 (where Seery testified about receiving the threat from Dondero: “A: [T]his came after he threatened me. He threatened me in writing. I’d never been threatened in my career. I’ve never heard of anyone else in this business who’s been threatened in their career. So anything I would get from him, I was going to be highly suspicious.”).

³³ See Morris Decl. Ex. 23, *Order Granting Debtor’s Motion for a Temporary Restraining Order Against James Dondero* entered December 10, 2020 [Adv. Pro. No. 20-3190 Dkt. No. 10].

³⁴ See Morris Decl. Ex. 24, Transcript of December 16, 2020 Hearing, 63:5-64:15.

³⁵ Highland Ex. 11.

³⁶ Seery testified at the June 8 Hearing that Dondero knowingly violated the TRO when he sent the MGM Email:

[The MGM Email] . . . followed the imposition of a TRO for interfering with the business. He knew what was in the TRO and he knew what it applied to, and it restricted him from communicating with me or any of the other independent directors without Pachulski [Debtor’s counsel] being on it. Furthermore, Pachulski had advised Dondero’s counsel that not only could they not communicate with us, if they wanted to communicate they had to prescreen the topics. And how do we know that? Because Dondero filed a motion to modify the TRO. And that was all before this email.

June 8 Hearing Transcript, 273:13-22.

The MGM Email had the subject line “Trading Restriction re MGM – material non public information” and stated:

Just got off a pre board call, board call at 3:00. Update is as follows: Amazon and Apple actively diligencing in Data Room. Both continue to express material interest. Probably first quarter event, will update as facts change. Note also any sales are subject to a shareholder agreement.³⁷

Seery credibly testified at the June 8 Hearing that he was “highly suspicious” when he received the MGM Email. This was because, among other reasons, Dondero sent it *after*: (i) unsuccessful efforts to impede the Debtor’s trading activities (followed by the TRO); (ii) the “be careful what you do” text to Seery by Dondero; (iii) Highland’s termination of its shared service arrangements with Dondero’s various affiliated entities; (iv) the bankruptcy court’s approval of the disclosure statement; and (v) Highland’s demand to collect on the demand notes for which Dondero and his entities were liable.³⁸ Highland’s Chapter 11 case was fast approaching the finish line. Moreover, MGM was already on the restricted list at Highland Capital, and had been for a long time, and Dondero would know this.³⁹ Still further, as of December 17, 2020 (the date Dondero sent the unsolicited MGM Email to Seery), Dondero no longer owed a duty of any kind to the Debtor or any entity controlled by the Debtor, having surrendered in January 2020 direct and indirect control of the Debtor to the Independent Board as part of the corporate governance settlement⁴⁰ and having resigned from all roles at the Debtor and affiliates in October 2020. Still further, Dondero—to the extent he was sharing with Seery MNPI that he obtained as a member of the board of directors of MGM—would have been violating his own fiduciary duties to MGM.

³⁷ Highland Ex. 11.

³⁸ June 8 Hearing Transcript, 273:1-274:4.

³⁹ June 8 Hearing, 215:21-216:9.

⁴⁰ See Bankr. Dkt. Nos. 339, 354-1 (Term Sheet)).

In any event, in a declaration filed by Dondero in support of HMIT's Rule 202 petition in Texas state court for pre-suit discovery,⁴¹ he indicated that his goal in sending the MGM E-mail was to impede the Debtor and Seery from engaging in any transactions involving MGM:

On December 17, 2020, I sent an email to employees at HCM, including the then Chief Executive Officer and Chief Restructuring Officer Jim Seery, containing non-public information regarding Amazon and Apple's interest in acquiring MGM. I became aware of this information due to my involvement as a member of the board of MGM. ***My purpose was to alert Seery and others that MGM stock, which was owned either directly or indirectly by HCM, should be on a restricted list and not be involved in any trades.***

It is noteworthy that *Dondero's labeling of the MGM Email (in the subject line) as a communication containing "material non public information" did not make it so.* In fact, it appears from the credible evidence presented at the June 8, 2023 hearing on HMIT's Motion for Leave that the MGM Email did not disclose information to Seery that was not already made available to the public at the time it was sent. Seery testified that he did not think the MGM Email contained MNPI and that he did not personally "take any steps . . . to make sure that MGM stock was placed on a restricted list at Highland Capital after [he] received [the MGM Email]" because—as earlier noted—"MGM was already on the restricted list at Highland Capital . . . before I got to Highland."⁴² Indeed, MGM was ultimately purchased by Amazon after a sale process that had been quite publicly discussed in media reports for several months⁴³ and that was officially

⁴¹ Highland Ex. 9 ¶ 3 (emphasis added).

⁴² June 8 Hearing Transcript, 215:21-216:9. Seery elaborated upon further questioning from HMIT's counsel that he did not think the indications in the MGM Email (that came from a member of the board of directors of MGM) that "it was probably a first-quarter event" and that "Amazon and Apple were actively diligencing – are diligencing in the data room, both continue to express material interest" were not MNPI. *Id.*, 217:23-218:10. He testified that "it was clear [before he received the MGM Email] from the media reports and the actual quotes from Kevin Ulrich of Anchorage, who was the chairman at MGM, that a transaction would have to take place very quickly. And, in fact, the transaction did not take place in the first quarter." *Id.*, 219:3-7.

⁴³ See Highland Ex. 25 ("MGM has held preliminary talks with Apple, Netflix and other larger media companies MGM, in particular, seems like a logical candidate to sell this year. Its owners include Anchorage Capital, Highland Capital and Solus Alternative Asset Management, hedge funds that acquired the company out of bankruptcy in 2010.") (article dated 1/26/20); Highland Ex. 26 (describing prospects of an MGM sale, noting that, among its largest

announced to the public in late May 2021 (just a few weeks after the Claims Purchasers purchased some of their claims, but a few months *before* certain of their claims—the UBS claims—were purchased).⁴⁴ For example, as early as January 2020, Apple and Amazon were identified as being among a new group of “Big 6” global media companies, and MGM was identified as being a leading media acquisition target. Indeed, according to at least one media report on January 26, 2020, “MGM, in particular, seems like a logical candidate to sell this year” having already held “preliminary talks with Apple, Netflix and other larger media companies.”⁴⁵ In October 2020, the Wall Street Journal reported that MGM’s largest shareholder, Anchorage Capital Group (“Anchorage”), was facing mounting pressure to sell the company. Anchorage was led by Kevin Ulrich, who also served as Chairman of MGM’s Board. The article reported that “[i]n recent months, Mr. Ulrich has said he is working toward a deal,” and he specifically named Amazon and Apple as being among four possible buyers.⁴⁶ Thus, no one following the MGM story would have been surprised to learn in December 2020 that Apple and Amazon were conducting due diligence and had expressed “material interest” in acquiring MGM. Dondero testified during the June 8 Hearing that, at the time he sent the MGM Email, he “knew with certainty from the board level that Amazon had hit our price, and it was going to close in the next couple of months,”⁴⁷ that “as of December 17th, Amazon had made an offer that was acceptable to MGM, [and that] that’s what the board meeting was. We were going into exclusive negotiations to culminate the merger with

shareholders, was “Highland Capital Management, LP”) (article October 11, 2020). *See also* Highland Exs. 27-30 & 34 (various other articles regarding possible sale/suitors of MGM, dated in years 2020 and 2021, and ultimately announcing sale to Amazon on May 26, 2021, for \$8.4 billion).

⁴⁴ The MGM-Amazon deal was ultimately consummated in March 2022 for approximately \$6.1 billion, net of cash acquired, plus approximately \$2.5 billion in debt that Amazon assumed and immediately repaid.

⁴⁵ Highland Ex. 25.

⁴⁶ Highland Ex. 26.

⁴⁷ June 8 Hearing Transcript, 127:2-4.

them.”⁴⁸ Notwithstanding this testimony, Dondero eventually admitted (after a lengthy and torturous cross examination) that he did not actually communicate this supposed “inside” information to Seery in the MGM Email. He did not “say anything about Amazon hitting the price.” He did not say anything about the MGM board going into exclusive negotiations with Amazon “to culminate the merger with them.” Rather, he communicated information that Seery and any member of the public who cared to look could have gleaned from publicly available information as of December 17, 2020, regarding a much-written-about potential MGM transaction that involved interest from numerous companies, including, specifically, Amazon and Apple. When questioned why “[he felt] the need to mention Apple [in the MGM Email] if Amazon had already hit the price,” Dondero simply answered, “The only way you generally get something done at attractive levels in business is if two people are interested,” suggesting that he specifically **did not** communicate the purported inside information he obtained as a MGM board member—that Amazon had met MGM’s strike price and that the MGM board was moving forward with exclusive negotiations with Amazon—because he wanted it to appear that there was still a competitive process going on that included both Amazon and Apple.⁴⁹

Even if the MGM Email contained MNPI on the day it was sent (four months prior to the first of the Claim Purchases that occurred in April 2021), the information was fully and publicly disclosed to the market in the days and weeks that followed. For example, on December 21, 2020, just four days later, a Wall Street Journal article titled *MGM Holdings, Studio Behind ‘James Bond,’ Explores a Sale*, reported that MGM had “tapped investment banks Morgan Stanley and LionTree LLC and begun a formal sale process,” and had “a market value of around \$5.5 billion, based on privately traded shares and including debt.” The Wall Street Journal Article reiterated

⁴⁸ *Id.*, 161:10-14.

⁴⁹ June 8 Hearing Transcript, 162:2-6.

that (i) Anchorage “has come under pressure in recent years from weak performance and defecting clients, and its illiquid investment in MGM has become a larger percentage of its hedge fund as it shrinks,” and (ii) “Mr. Ulrich has told clients in recent months he was working toward a deal for the studio and has spoken of big technology companies as logical buyers.”⁵⁰ (*Id.* Ex. 27.) The Wall Street Journal’s reporting was picked up and expanded upon in other publications soon after. For example:

- On December 23, 2020, Business Matters published an article specifically identifying Amazon as a potential suitor for MGM. The article, titled *The world is not enough! Amazon joins other streaming services in £4bn bidding war for Bond films as MGM considers selling back catalogue*, cited the Wall Street Journal article and further reported that MGM “hopes to spark a battle that could interest streaming services such as Amazon Prime”;⁵¹
- On December 24, 2020, an article in iDropNews specifically identified Apple as entering the fray. In an article titled *Could Apple be Ready to Gobble Up MGM Studios Entirely?*, the author observed that “it’s now become apparent that MGM is actually up on the auction block,” noting that the Wall Street Journal was “reporting that the studio has begun a formal sale process” and that Apple—with a long history of exploratory interest in MGM—would be a likely bidder;⁵² and
- On January 15, 2021, Bulwark published an article entitled *MGM is For Sale (Again)* that identified attributes of MGM likely to appeal to potential purchasers and handicapped the odds of seven likely buyers—with Apple and Amazon named as two of three potential buyers most likely to close on an acquisition.⁵³

Finally, Highland and entities it controlled did not sell their MGM stock while the MGM-Amazon deal was under discussion and/or not made public but, instead, they tendered their MGM holdings in connection with, and as part of, the ultimate MGM-Amazon transaction after it closed in March 2022.

⁵⁰ Highland Ex. 27.

⁵¹ Highland Ex. 28.

⁵² Highland Ex. 29.

⁵³ Highland Ex. 30.

2. No Evidence to Support HMIT/Dondero’s Assumptions that Seery Shared Alleged MNPI in the MGM Email with Claims Purchasers

One of HMIT’s allegations in the Proposed Complaint it seeks leave to file—which is central to HMIT’s and Dondero’s conspiracy theory—is that Seery shared the alleged MNPI from the MGM Email with the Claims Purchasers (or at least Farallon—the owner/affiliate of Muck, one of the Claims Purchasers) and that the Claims Purchasers only acquired the purchased claims (“Purchased Claims”) based on, and because, of their receipt of the MNPI from Seery. HMIT essentially admits in the original version of its Motion for Leave that it has no direct evidence that Seery communicated the alleged MNPI to any of the Claims Purchasers. Rather, its allegation is based on inferences it wants the court to make based on “circumstantial” evidence and on the Dondero Declarations that were attached to the Motion for Leave, which described communications Dondero purportedly had with one or two representatives of Farallon in the “late spring” of 2021 concerning Farallon’s recent acquisition of certain claims in the Highland bankruptcy case.⁵⁴ Based on these communications, HMIT and Dondero only assume Seery must have provided the MNPI about MGM to Farallon, which must have caused both Farallon and the other Claims Purchaser, Stonehill, to acquire the Purchased Claims.⁵⁵

At the June 8 Hearing, HMIT offered Dondero’s testimony that he had three telephone conversations with two representatives of Farallon, Mike Linn (“Linn”) and Raj Patel (“Patel”),

⁵⁴ Motion for Leave (Bankr. Dkt. No. 3699) ¶ 1 and Ex. 3; *see also* Highland Ex. 9, *Declaration of James Dondero* (with Exhibit 1) dated February 15, 2023.

⁵⁵ Motion for Leave (Bankr. Dkt. No. 3699) ¶ 28. HMIT subsequently filed the final version of the Motion for Leave that was revised to withdraw the Dondero Declarations and delete all references therein to the Dondero Declarations (but, notably, leaving in the allegations that were based on the Dondero Declaration(s)). This was done after the court ruled that it would allow the Proposed Defendants to examine Dondero regarding his Declarations. HMIT contended at that point that the court should consider the Motion for Leave on a no-evidence Rule 12(b)(6) type basis (but could not explain why it had attached the Dondero Declarations as evidence that “supported” the Motion for Leave, if it believed no evidence should be considered). *See* Motion for Leave (Bankr. Dkt. No. 3816) ¶ 28; *see also infra* pages 45 to 47 regarding the “sideshow” litigation that occurred prior to the June 8 Hearing over whether the hearing on the Motion for Leave would be an evidentiary hearing.

who allegedly told him that they purchased the claims without conducting any due diligence and based solely on Seery’s assurances that the claims were valuable. These conversations allegedly took place on May 28, 2021—two days after the MGM-Amazon deal was officially announced to the public (on May 26, 2021). Dondero also testified that a photocopy of handwritten notes (“Dondero Notes”)⁵⁶ (which were partially cut off) were notes he took contemporaneously with these short telephone conversations he initiated (one with Patel and two follow-up conversations with Linn).⁵⁷ He testified that his purpose in taking these notes and in initiating the phone calls was that “[w]e’d been trying nonstop to settle the case for two-plus years. . . . [a]nd when we heard the claims traded, we realized there were new parties to potentially negotiate to resolve the case . . . [s]o I reached out [to] the Farallon guys,”⁵⁸ and further, on *voir dire* from the Proposed Defendants’ counsel, that the purpose of taking the notes was so that he had “a written record of the important points that [he] discussed . . . so I know how to address it the next time.”⁵⁹ The handwritten notes⁶⁰ stated:

<i>Raj Patel bought it because of Seery</i>	1
<i>50-70¢ not compelling</i>	2
<i>Class 8</i>	3
<i>Asked what would be compelling</i>	4
<i>-- No Offer</i>	5
<i>Bought in Feb/March timeframe</i>	6
<i>Bought assets w/ Claims</i>	7
<i>Offered him 40-50% premium</i>	8
<i>130% of cost; “Not Compelling”</i>	9
<i>No Counter; Told Discovery coming</i>	10

⁵⁶ HMIT Ex. 4. The handwritten notes were admitted into evidence after *voir dire*, not for the truth of anything Patel or Linn allegedly said to him during the three telephone conversations, but as Dondero’s “present sense impression” of the telephone conversations.

⁵⁷ June 8 Hearing Transcript, 133:1-136:3.

⁵⁸ *See id.*, 133:13-23.

⁵⁹ *See id.* (on *voir dire*), 144:1838-145:4.

⁶⁰ HMIT Ex. 4. The court has placed in a table and numbered each line for ease of reference. The table does not include the separate apparent partial date from the top left corner that Dondero testified was the date that he made the initial call to Patel: May 28, 2021.

On direct examination, Dondero testified that line 1 is what he wrote contemporaneously with the short call he initiated to Patel of Farallon in which Patel allegedly told Dondero “that he bought it because Seery told him to buy it and they had made money with Seery before”⁶¹ and that Farallon “bought [the claim] because he was very optimistic regarding MGM”⁶² before referring him to Linn, a portfolio manager at Farallon. Dondero testified that the rest of the handwritten notes (reflected in lines 2 through 10 of the table) were notes he took contemporaneously with two telephone conversations he had with Linn following his call to Patel, with lines 2-8 referring to Dondero’s first call with Linn and lines 9 and 10 referring to his second call with Linn.⁶³ Dondero testified that the “50-70¢” in line 2 referred to his offer to Linn to pay 70 cents on the dollar to buy Farallon’s⁶⁴ claims because “[w]e knew that they had – that the claims had traded around 50 cents” and “[w]e wanted to prevent the \$5 million-a-month burn” (referring to attorney’s fees in the Highland case) and that “not compelling Class 8” in lines 2-3 referred to Linn’s response to him that the offer was not compelling.⁶⁵ Dondero testified that lines 4-5 referred to him asking Linn what amount would be compelling and to Linn’s response that “he had no offer.”⁶⁶ Dondero testified that lines 6-8 referred to Linn telling Dondero that Farallon bought the claims in the February, March timeframe and that Dondero told Linn that, given that the estate was spending \$5 million a month on legal fees, Farallon should want to sell its claims and Linn’s alleged response that “Seery told him it was worth a lot more.”⁶⁷ Lastly, Dondero testified on direct examination

⁶¹ June 8 Hearing Transcript, 134:7-10, 135:13-22.

⁶² *Id.*, 139:3-11.

⁶³ *Id.*, 136:4-138:16.

⁶⁴ As noted above, Farallon did not acquire any of the Purchased Claims; rather, Farallon created a special purpose entity, Muck, to acquire the claims.

⁶⁵ June 8 Hearing Transcript, 136:4-16.

⁶⁶ *Id.*, 136:17-23.

⁶⁷ *Id.*, 137:6-138:7.

that the last two lines referred to a second telephone conversation he had with Linn in which Dondero offered 130 percent of cost for the claims and that Linn told him that the offer was not compelling, and he would not give a price at which he would sell.⁶⁸

On cross-examination, Dondero acknowledged that, though he had testified that the handwritten notes were intended to be a written record of the important points from the telephone conversations he had with Patel and Linn, there was no mention in the notes of: (1) MGM; (2) or that Farallon was very optimistic about MGM; (3) the sharing of MNPI; (4) a *quid pro quo*; or (5) Seery's compensation, and that his last note—"Told Discovery coming"—was a reference to Dondero telling Linn (not Linn telling Dondero) that discovery was coming in response to Dondero's own supposition that Farallon must have traded on MNPI.⁶⁹ Cross-examination also revealed that Farallon never told Dondero that Seery gave them MNPI, and that Dondero only ***believed*** Seery ***must have*** given Farallon MNPI, because Farallon (Patel and Linn) had told him that the only reason Farallon bought their claims was because of their prior dealings with Seery, which Dondero took to mean that they had conducted no due diligence on their own prior to acquiring the claims. Dondero also testified that he did not have any personal knowledge as to how Seery's compensation package, as CEO of the Reorganized Debtor and Claimant Trustee, was determined because he was "not involved" in the setting of Seery's compensation pursuant to the Claimant Trust⁷⁰ and that he never discussed Seery's compensation with Farallon.⁷¹

As noted earlier, Dondero attempted to obtain discovery from the Claims Purchasers in a Texas state court pursuant to Rule 202 of the Texas Rules of Civil Procedure. The Texas state

⁶⁸ *Id.*, 138:8-22.

⁶⁹ *Id.*, 190:14-191:25. Dondero testified that he told Linn that discovery "would be coming in the next few weeks" and noted that "this has been a couple years. . . . [w]e've been trying for two years to get . . . discovery in this."

⁷⁰ *Id.*, 200:13-201:1.

⁷¹ *Id.*, 208:23-209:8.

court denied the First Rule 202 petition on June 1, 2022, after having considered the amended petition, the responses, the record, applicable authorities and having conducted a hearing on the petition on June 1, 2022.⁷²

3. Dondero Unsuccessfully Seeks Discovery and to Have Various Agencies and Courts Outside of the Bankruptcy Court Acknowledge His Insider Trading Theories

Dondero acknowledged at the June 8 Hearing that the verified petition (“First Rule 202 Petition”) he signed and filed on July 22, 2021, in the first Texas Rule 202 proceeding—just weeks after his telephone calls with Linn and Patel—was true and accurate. In it, he swore under oath as to what Linn told him in the telephone call concerning Farallon’s purchase of the claims, and the only reason he gave for wanting discovery was that Linn told him Farallon bought the claims “sight unseen—relying entirely on Seery’s advice solely because of their prior dealings.”⁷³ Dondero acknowledged, as well, that his sworn statement that he filed in support of an amended verified Rule 202 petition filed in the same Texas Rule 202 proceeding, but nearly ten months later (in May 2022), described the same telephone conversation he had with Linn, and it did not mention MGM at all and did not say that Linn told him that Seery gave him MNPI; rather, the sworn statement stated only that “On a telephone call between Petitioner and Michael Lin[n], a representative of Farallon, Mr. Lin[n] informed Petitioner that Farallon had purchased the claims sight unseen and with no due diligence—100% relying on Seery’s say-so because they had made so much money in the past when Seery told them to purchase claims” and that Linn did not tell him that Seery gave them MNPI, but he concluded that Seery gave Farallon MNPI based on what Linn did tell him.⁷⁴

⁷² Highland Ex. 7.

⁷³ *Id.*, 193:8-194:16; Highland Ex. 3, *Verified Petition to Take Deposition before Suit and Seek Documents*, ¶ 21. The first Texas Rule 202 proceeding in which Dondero sought discovery regarding the Farallon acquisition of its claims was brought by Dondero, individually, in the 95th Judicial District, Dallas County, Texas.

⁷⁴ *Id.*, 195:11-197:17; Highland Ex. 4, *Amended Verified Petition to Take Deposition before Suit and Seek Documents*, ¶ 23.

Nine days later, Dondero filed a declaration in the same proceeding, in which he described the same call with Linn as follows:⁷⁵

Last year, I called Farallon’s Michael Lin[n] about purchasing their claims in the bankruptcy. I offered them 30% more than what they paid. I was told by Michael Lin[n] of Farallon that they purchased the interests without doing any due diligence other than what Mr. James Seery—the CEO of Highland—told them, and that he told them that the interests would be worth far more than what Farallon paid. Given the value of those claims that Seery had testified in court, it made no sense to me that Mr. Lin[n] would think that the claims were worth more than what Seery testified under oath was the value of the bankruptcy claims.

Dondero further stated in his declaration that “I have an interest in ensuring that the claims purchased by [Farallon] are not used as a means to deprive the equity holders of their share of the funds,” and that “[i]t has become obvious that despite the fact that the bankruptcy estate has enough money to pay all claimants 100 cents on the dollar, there is plainly a movement afoot to drain the bankrupt estate and deprive equity of their rights. Accordingly, “I commissioned an investigation by counsel who have been in communication with the Office of the United States Trustee.”⁷⁶ Dondero attached as Exhibit A to his declaration a letter from Douglas Draper (“Draper”), an attorney with the law firm of Heller, Draper & Horn, L.L.C. in New Orleans, to the office of the General Counsel, Executive Office for U.S. Trustees, dated October 5, 2021, in which Draper opens the letter by stating that “[t]he purpose of this letter is to request that your office investigate the circumstances surrounding the sale of claims by members of the [Creditors’ Committee] in the bankruptcy of [Highland],” and later noted that he “became involved in Highland’s bankruptcy through my representation of [Dugaboy], an irrevocable trust of which Dondero is the primary beneficiary.”⁷⁷ Mr. Draper laid out the same allegations of insider claims trading, breach of

⁷⁵ Highland Ex. 5, ¶ 2.

⁷⁶ *Id.*, ¶¶ 3-4.

⁷⁷ *Id.*, Ex. A, 1-2.

fiduciary duties, and conspiracy that HMIT seeks to bring in the Proposed Complaint.⁷⁸ The U.S. Trustee’s office took no action. Dondero made a second and third attempt to get the U.S. Trustee’s office to conduct an investigation into the same allegations laid out in Draper’s letter, this time in “follow-up” letters to the Office of the U.S. Trustee on November 3, 2021, and six months later, on May 11, 2022, through another lawyer, Davor Rukavina (“Rukavina”), in which Rukavina wrote “to provide additional information regarding the systemic abuses of bankruptcy process occasioned during the [Highland] bankruptcy.”⁷⁹ Again, the U.S. Trustee’s office took no action.

On February 15, 2023, Dondero filed yet another sworn statement about his alleged conversation with Linn, this time in support of a Verified Rule 202 Petition *filed by HMIT* (“Second Rule 202 Petition”), filed in a different Texas state court (Texas District Court, 191st Judicial District, Dallas County, Texas), following Dondero’s unsuccessful attempts throughout 2021 and 2022 to obtain discovery in the First Rule 202 proceeding and based on the same allegations of misconduct by Seery and Farallon.⁸⁰ In this new sworn statement, Dondero describes for the first time the “call” he had with Linn as having been “phone calls” with Patel and Linn and *mentions MGM* and Farallon’s alleged optimism about the *expected sale of MGM*.⁸¹

In late Spring of 2021, I had phone calls with two principals at Farallon Capital Management, LLC (“Farallon”), Raj Patel and Michael Linn. During these phone calls, Mr. Patel and Mr. Linn informed me that Farallon had a deal in place to purchase the Acis and HarbourVest claims, which I understood to refer to claims that were a part of settlements in the HCM Bankruptcy Proceedings. Mr. Patel and Mr. Linn stated that Farallon agreed to purchase these claims based solely on conversations with Seery because they had made significant profits when Seery told them to purchase other claims in the past. They also stated that they were particularly optimistic because of the expected sale of MGM.

⁷⁸ *Id.*, Ex. A, 6-11.

⁷⁹ HMIT Ex. 61.

⁸⁰ Highland Ex. 9.

⁸¹ *Id.*, ¶ 4.

The Second Rule 202 Petition was also denied by the second Texas state court on March 8, 2023.⁸²

HMIT, in an apparent attempt to provide support for its argument that the Proposed Claims are “colorable,” stated in its Motion for Leave that “[t]he Court also should be aware that the Texas States [sic] Securities Board (“TSSB”) opened an investigation into the subject matter of the insider trades at issue, and this investigation has not been closed. The continuing nature of this investigation underscores HMIT’s position that the claims described in the attached Adversary Proceeding are plausible and certainly far more than merely ‘colorable.’”⁸³ But, two days before opposition briefing was due, on May 9, 2023, the TSSB issued a letter (“TSSB Letter”) to Highland, informing it that “[t]he staff of the [TSSB] has completed its review of the complaint received by the Staff against [Highland]. The issues raised in the complaint and information provided to our Agency were given full consideration, and a decision was made that no further regulatory action is warranted at this time.”⁸⁴ HMIT’s counsel (frankly, to the astonishment of the court) objected to the admission of the TSSB Letter at the June 8 Hearing “on the grounds of relevance, 403, hearsay, and authenticity . . . [a]nd I also . . . think it's important that the decision by a regulatory body has no bearing on this cause of action or the colorability of this claim, and the Texas State Securities Board will tell you that. This is completely and utterly irrelevant to your inquiry.”⁸⁵ The court overruled HMIT’s objection to the relevance of this exhibit—considering, among other things, that HMIT, in its Motion for Leave, specifically mentioned the allegedly open TSSB “investigation” as relevant evidence the court “should be aware” of in making its determination of whether the Proposed Claims were “colorable.”⁸⁶

⁸² Highland Ex. 10.

⁸³ Motion for Leave, ¶ 37.

⁸⁴ See Highland Ex. 33.

⁸⁵ June 8 Hearing Transcript, 323:22-324:3.

⁸⁶ *Id.*, 324:4-328:2.

C. Claims Purchasers Purchase Claims and File Notices of Transfers of Claims

To be clear about the time line here, it was after confirmation of the Plan but prior to the Effective Date of the Plan, that the Claims Purchasers: (1) purchased several large unsecured claims that had been allowed following, and as part of, Rule 9019 settlements, each of which were approved by the bankruptcy court, after notice and hearing, prior to the confirmation hearing; and (2) filed notices of the transfers of those claims pursuant to Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure. The noticing of the claims transfers began on April 16, 2021, with the notice of transfer of the claim held by Acis Capital Management to Muck, and ended on August 9, 2021, with the notices of transfers of the claims held by UBS Securities to Muck and Jessup:

Claimant(s)	Date Filed/ Claim No.	Asserted Amount	Claim Settled/Allowed? If so, Amount	Date Filed/ Rule 3001 Notice Dkt. No.
Acis Capital Management LP and Acis Capital Management, GP LLC (together, “Acis”)	12/31/2019 Claim No. 23	\$23,000,000	Yes ⁸⁷ \$23,000,000	4/16/2021 Bankr. Dkt. No. 2215 (Muck)
Redeemer Committee of the Highland Crusader Fund (the “Redeemer Committee”)	4/3/2020 Claim No. 72	\$190,824,557	Yes ⁸⁸ \$137,696,610	4/30/2021 Bankr. Dkt. No. 2261 (Jessup)
HarbourVest 2017 Global Fund, LP, HarbourVest 2017 Global AIF, LP, HarbourVest Partners LP, HarbourVest Dover Street IX Investment LP, HV International VIII Secondary LP, HarbourVest Skew Base AIF LP (the “HarbourVest Parties”)	4/8/2020 Claim Nos. 143, 147, 149, 150, 153, 154	Unliquidated	Yes ⁸⁹ \$80,000,000 in aggregate (\$45,000,000 General Unsecured Claim, and \$35,000,000 subordinated claim)	4/30/2021 Bankr. Dkt. No. 2263 (Muck)

⁸⁷ Bankr. Dkt. No. 1302. The Debtor’s settlement with Acis was approved over the objection of Dondero. Bankr. Dkt. No. 1121.

⁸⁸ Bankr. Dkt. No. 1273.

⁸⁹ Bankr. Dkt. No. 1788. The Debtor’s settlement with the HarbourVest Parties was approved over the objections of Dondero, Bankr. Dkt. No. 1697, and Dugaboy and the Get Good Trust. Bankr. Dkt. No. 1706.

UBS Securities LLC, UBS AG, London Branch (the “UBS Parties”)	6/26/2020 Claim Nos. 190, 191	\$1,039,957,799.40	Yes ⁹⁰ \$125,000,000 in aggregate (\$65,000,000 General	8/9/2021 Bankr. Dkt. No. 2698 (Muck) and Bankr. Dkt. No. 2697 (Jessup)
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HMIT insists that it “made no sense” for the Claims Purchasers to buy the Purchased Claims because “the publicly available information [] did not offer a sufficient potential profit to justify the publicly disclosed risk,” and “their investment was projected to yield a small return with virtually no margin for error.”⁹¹ Dondero testified that it was *his* view that there was insufficient information in the public to justify the claims purchases.⁹² But, HMIT’s arguments here are contradicted by the information that was publicly available to Farallon and Stonehill at the time of their purchases and by HMIT’s own allegations. In advance of Plan confirmation, Highland projected that Class 8 general unsecured creditors would recover 71.32% on their allowed claims. In the Proposed Complaint, HMIT sets forth the amounts the Claims Purchasers purportedly paid for their claims.⁹³ Taking into account the face amount of the allowed claims, the Claims Purchasers’ projected profits (in millions of dollars) were as follows:

Creditor	Class 8	Class 9	Ascribed Value ⁹⁴	Purchaser	Purchase Price	Projected Profit
Redeemer	\$137.0	\$0.0	\$97.71	Stonehill	\$78.0	\$19.71
Acis	\$23.0	\$0.0	\$16.4	Farallon	\$8.0	\$8.40

⁹⁰ Bankr. Dkt. No. 2389. The Debtor’s settlement with the UBS Parties was approved over the objections of Dondero, Dkt. No. 2295, and Dugaboy and the Get Good Trust. Bankr. Dkt. Nos. 2268, 2293.

⁹¹ Proposed Complaint, ¶ 3.

⁹² June 8 Hearing Transcript, 187:3-7 (“Q: And it’s your testimony that there wasn’t sufficient information in the public for them to buy – this is your view – that there wasn’t sufficient information in the public to justify their purchases. Is that your view? A: Correct.”).

⁹³ *Id.*, ¶ 42.

⁹⁴ “Ascribed Value” is derived by multiplying the Class 8 amount by the projected recovery of 71.32% for that class.

HarbourVest	\$45.0	\$35.0	\$32.09	Farallon	\$27.0	\$5.09
UBS	\$65.0	\$60.0	\$46.39	Stonehill & Farallon	\$50.0	(\$3.61)

As HMIT acknowledges, by the time Dondero spoke with Farallon in the “late spring” of 2021, the Claims Purchasers had acquired the allowed claims previously held by Acis, Redeemer, and HarbourVest.⁹⁵ Based on an aggregate purchase price of \$113 million for these three claims, the Claims Purchasers would have expected to net over \$33 million in profits, or nearly 30% on their investment, had Highland met its projections. The Claims Purchasers would make even more money if Highland beat its projections, because they also purchased the Class 9 claims and would therefore capture any upside. In this context, HMIT’s and Dondero’s assertions that it did not “make any sense” for the Claims Purchasers to purchase their claims when they did does not pass muster—given the publicly available information about potential recoveries under the Plan. Dondero even acknowledged, on cross-examination, that he was prepared to pay **30 percent more** than Farallon had paid, even though he did not think there was sufficient public information available to justify Farallon’s purchase of the claims.⁹⁶ Dondero essentially testified that he wanted to purchase Farallon’s claims because he wanted to be in a position of control to force a settlement or resolution of the bankruptcy case, post-confirmation, under terms acceptable to him. He did not want to try to settle by negotiating with Farallon and Stonehill *as creditors*, but instead he wanted to purchase the claims because “if we owned all the claims, it would settle the case.”⁹⁷

⁹⁵ See Complaint, ¶ 41 n.12. The UBS claims were not acquired until August 2021, long after the alleged “*quid pro quo*” was supposedly agreed upon and the MGM-Amazon deal was announced in the press in late May 2021. See, Highland Ex. 34, *Amazon’s \$8.45 Billion Deal for MGM is Historic But Feels Mundane* (dated May 26, 2021).

⁹⁶ June 8 Hearing Transcript, 187:8-11.

⁹⁷ *Id.*, 187:12-189:10.

D. Fifth Circuit’s Approval of the Gatekeeper Provision in Plan, Recognition of Res Judicata Effect of the Prior Gatekeeper Orders, and the Bankruptcy Court’s Order Approving Highland’s Motion to Conform Plan

Harkening back to February 22, 2021, after a robust confirmation hearing, this court entered its order confirming the Plan, over the objections of Dondero and Dondero-Related Parties, specifically questioning the good faith of their objections. The court found, after noting “the remoteness of their economic interests” that “[it] has good reason to believe that [the Dondero Parties] are not objecting to protect economic interests they have in the Debtor but to be disruptors. Dondero wants his company back. This is understandable, but it is not a good faith basis to lob objections to the Plan.”⁹⁴ The Plan became effective on August 11, 2021.

Of relevance to the Motion for Leave, the confirmed Plan included certain exculpations, releases, and injunctions designed to protect the Debtor and other bankruptcy participants from bad-faith litigation. These participants included: Highland’s employees (with certain exceptions); Seery as Highland’s CEO and CRO; Strand (after the appointment of the Independent Directors); the Independent Directors; the successor entities; the CTOB and its members; the Committee and its members; professionals retained in the case; and all “Related Persons.” The injunction provisions contained a Gatekeeper Provision which is similar to the gatekeeper provisions in the prior Gatekeeper Orders in that it provided that the bankruptcy court will act as a “gatekeeper” to screen and prevent bad-faith litigation against the Protected Parties. The Gatekeeper Provision in the Plan states, in pertinent part:⁹⁸

No Enjoined Party may commence or pursue a claim or cause of action of any kind against any Protected Party that arose or arises from or is related to the Chapter 11 Case . . . without the Bankruptcy Court (i) first determining, after notice and a hearing, that such claim or cause of action represents *a colorable claim of any kind*, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, fraud, or gross negligence against a Protected Party and (ii) specifically

⁹⁸ Plan, 50-51 (emphasis added).

authorizing such Enjoined Party to bring such claim or cause of action against such Protected Party.

The Plan defines Protected Parties as,

collectively, (i) the Debtor and its successors and assigns, direct and indirect majority-owned subsidiaries, and the Managed Funds, (ii) the Employees, (iii) Strand, (iv) the Reorganized Debtor, (v) the Independent Directors, (vi) the Committee, (vii) the members of the Committee (in their official capacities), (viii) the Claimant Trust, (ix) the Claimant Trustee, (x) the Litigation Sub-Trust, (xi) the Litigation Trustee, (xii) the members of the [CTOB] (in their official capacities), (xiii) [HCMLP GP LLC], (xiv) the Professionals retained by the Debtor and the Committee in the Chapter 11 Case, (xv) the CEO/CRO; and (xvi) the Related Persons of each of the parties listed in (iv) through (xv); [but excluding Dondero and Okada and various entities including HMIT and Dugaboy].

The court notes that the Gatekeeper Provision in the Plan provides protection to a broader number of persons than the persons protected under the January 2020 Order (addressing the Independent Directors and their agents and advisors) and the July 2020 Order (addressing Seery in his role as CEO and CRO of the Debtor). But, at the same time, it is less restrictive than the gatekeeping provisions under the Gatekeeper Orders, in that the gatekeeping provisions in the prior orders shield the protected parties from any claim that is not both “colorable” *and* a claim for “willful misconduct or gross negligence,” effectively providing the protected parties under the prior orders with a limited immunity from claims of simple negligence or breach of contract that do not rise to the level of “willful misconduct or gross negligence,” whereas the Gatekeeping Provision under the Plan does not act as a release or exculpation of the Protected Parties in any way because it does not prohibit any party from bringing *any kind of claim* against a Protected Party, provided the proposed claimant first obtains a finding in the bankruptcy court that its proposed claims are “colorable.”⁹⁹

⁹⁹ It should be noted that--as discussed further below--there are, separately in the Plan, exculpations as to a smaller universe of persons--e.g., the Debtor, the Committee and its members, and the Independent Directors.

Dondero and some of the entities under his control appealed¹⁰⁰ the Confirmation Order directly to the Fifth Circuit, arguing, among other issues, that the Plan’s exculpation, release, and injunction provisions, including the Gatekeeper Provision (collectively, the “Protection Provisions”) impermissibly provide certain non-debtor bankruptcy participants with a discharge, purportedly in contravention of the provisions of Bankruptcy Code § 524(e)’s statutory bar on non-debtor discharges. As noted above, the Fifth Circuit, “affirm[ed] the confirmation order in large part” and “reverse[d] *only insofar as the plan exculpates* certain non-debtors in violation of 11 U.S.C. § 524(e), strik[ing] those few parties *from the plan’s exculpation*, and affirm[ed] on all remaining grounds.”¹⁰¹ The Fifth Circuit specifically found the “injunction and gatekeeping provisions [to be] sound” and found that it was only “the *exculpation* of certain non-debtors” that “exceed[ed] the bankruptcy court’s authority,” agreeing with the bankruptcy court’s conclusions that the Protection Provisions were legal, necessary under the circumstances, and in the best interest of all parties” in part, and only disagreeing to the extent that the *exculpation* provision improperly extended to certain bankruptcy participants other than Highland, the Committee and its members, and the Independent Directors and “revers[ing] and strik[ing] the few unlawful parts

¹⁰⁰ On appeal, the appellant funds (“Funds”), whom this court found to be “owned and/or controlled” by Dondero despite their purported independence, also asked the Fifth Circuit to vacate this court’s factual finding “because it threatens the Funds’ compliance with federal law and damages their reputations and values” and because “[a]ccording to the Funds, the characterization is unfair, as *they* are not litigious like Dondero and are completely independent from him.” *NexPoint Advisors, L.P. v. Highland Capital Mgmt., L.P. (In re Highland Capital Mgmt., L.P.)*, 48 F.4th at 434. Applying the “clear error” standard of review, the Fifth Circuit “le[ft] the bankruptcy court’s factual finding undisturbed” because “nothing in this record leaves us with a firm and definite conviction that the bankruptcy court made a mistake in finding that the Funds are ‘owned and/or controlled by [Dondero].’” *Id.* at 434-35.

¹⁰¹ See *supra* note 4. The Fifth Circuit replaced its initial opinion with its final opinion a few days after certain appellants had filed a short (four-and-one-half pages) motion for rehearing (the “Motion for Rehearing”) on September 2, 2022. The movants had asked the Fifth Circuit to “narrowly amend the [initial] Opinion in order to confirm the Court’s holding that the impermissibly exculpated parties are similarly struck from the protections of the injunction and gatekeeper provisions of the plan (in other words, that such parties cannot constitute ‘Protected Parties’).” In the final Fifth Circuit opinion, same as the initial Fifth Circuit opinion, the Fifth Circuit stated that, with regard to the Confirmation Order, the panel would “reverse only insofar as the plan exculpates certain non-debtors in violation of 11 U.S.C. § 524(e), strike those few parties from the plan’s exculpation, and affirm on all remaining grounds.” *Highland Capital*, 48 F.4th at 424. No findings, discussion, or rulings regarding the injunction and gatekeeper provisions that were in the initial Fifth Circuit opinion were disturbed.

of the Plan’s *exculpation provision*.¹⁰² The Fifth Circuit then remanded to the Bankruptcy Court “for further proceedings in accordance with the opinion.”¹⁰³

In the course of analyzing the Protection Provisions under the Plan, the Fifth Circuit noted that the protection provisions in the January and July 2020 Orders appointing the Independent Directors and Seery as CEO and CRO of Highland were *res judicata* and that “those orders have the effect of exculpating the Independent Directors and Seery in his executive capacities” such that “[d]espite removal from the exculpation provision in the confirmation order, the Independent Directors’ agents, advisors, and employees, as well as Seery in his official capacities are all exculpated to the extent provided in the January and July 2020 Orders.”¹⁰⁴

The Reorganized Debtor filed a motion in the bankruptcy court to conform the plan to the Fifth Circuit’s mandate, proposing that only one change was needed to make the Plan compliant with the Fifth Circuit’s ruling: narrow the defined term for “Exculpated Parties” to read as follows:

“Exculpated Parties” means, collectively, (i) the Debtor, (ii) the Independent Directors, (iii) the Committee, and (iv) members of the Committee (in their official capacities).

The Reorganized Debtor proposed that this one simple revision of this defined term removed the exculpations deemed by the Fifth Circuit to violate section 524(e) of the Bankruptcy Code, and that no other changes would be required to conform the Plan and Confirmation Order to the Fifth Circuit’s mandate. Some of the Dondero-related entities objected to the motion to conform, arguing that the Fifth Circuit’s ruling required more surgery on the Plan than simply narrowing the defined term “Exculpated Parties.” On February 27, 2023, this court entered its order granting

¹⁰² *Id.* at 435.

¹⁰³ *Id.* at 440. The Fifth Circuit’s docket reflects that it issued its Judgment and mandate on September 12, 2022.

¹⁰⁴ *Highland Capital*, 48 F.4th at 438 n.15. The Fifth Circuit stated, “To the extent Appellants seek to roll back the protections in the bankruptcy court’s January 2020 and July 2020 orders (which is not clear from their briefing), such a collateral attack is precluded.” *Id.*

Highland’s motion to conform the Plan, ordering that one change be made to the Plan – revising the definition of “Exculpated Parties” – and no more.¹⁰⁵ The objecting parties’ direct appeal of this order has been certified to the Fifth Circuit and is one of the numerous currently active appeals by Dondero-related parties pending in the Fifth Circuit.

E. HMIT’s Motion for Leave

HMIT filed its emergency Motion for Leave on March 28, 2023, which, with attachments, as first filed, was 387 pages in length, including an initial proposed complaint (“Initial Proposed Complaint”) and two sworn declarations of Dondero that were attached as “objective evidence” in “support[]” of the Motion for Leave,¹⁰⁶ and with it, an application for an emergency setting on the hearing on the Motion to Leave. On April 23, 2023, HMIT filed a pleading entitled a “supplement” to its Motion to Leave (“Supplement”),¹⁰⁷ to which it attached a revised proposed verified complaint (“Proposed Complaint”)¹⁰⁸ as Exhibit 1-A to the Motion for Leave and stated that “[t]he Supplement is not intended to amend or supersede the [Motion for Leave]; rather, it is intended as a supplement to address procedural matters and to bring forth additional facts that further confirm the appropriateness of the derivative action.”¹⁰⁹ The HMIT Motion for Leave was later amended to eliminate the Dondero Declarations and references to the same (but not the underlying allegations that were supposedly supported by the Dondero Declarations).¹¹⁰

¹⁰⁵ Bankr. Dkt. No. 3672.

¹⁰⁶ Bankr. Dkt. No. 3699.

¹⁰⁷ Bankr. Dkt. No. 3760.

¹⁰⁸ *See supra* note 5.

¹⁰⁹ Supplement ¶ 1.

¹¹⁰ Bankr. Dkt. Nos. 3815 and 3816. Both of these filings had the Initial Proposed Complaint attached as Exhibit 1 to the Motion for Leave.

As earlier noted, HMIT desires leave to sue the Proposed Defendants regarding *the post-confirmation, pre-Effective Date purchase of allowed unsecured claims*. The Proposed Defendants would be:

Seery, who was a stranger to Highland until approximately four months following the Petition Date when he was brought in as one of the three Independent Directors, and now serves as the CEO of the Reorganized Debtor and the Trustee of the Claimant Trust (and also was previously Highland’s CRO during the case, then CEO, and, also, an Independent Board Member of Highland’s general partner during the Highland case). Seery is best understood as the man who took Dondero’s place running Highland—per the request of the Committee.

Claims Purchasers, who were strangers to Highland until the end of the bankruptcy case. They are identified as Farallon Capital Management, LLC (“Farallon”); Muck Holdings, LLC (“Muck”), which was a special purpose entity created by Farallon to purchase unsecured claims against Highland; Stonehill Capital Management, LLC (“Stonehill”); and Jessup Holdings, LLC (“Jessup”), which was a special purpose entity created by Stonehill to purchase unsecured claims against Highland (collectively, the “Claims Purchasers”). The Claims Purchasers purchased \$240 million face value of already-allowed unsecured claims post-confirmation and pre-Effective Date in the spring of 2021 and another \$125 million face value of already-allowed unsecured claims in August 2021. Bankruptcy Rule 3001(e) notices—giving notice of same—were filed on the bankruptcy clerk’s docket regarding these purchases. The claims had previously been held by the creditors known as the Crusader Redeemer Committee, Acis Capital, HarbourVest, and UBS (three of these four creditors formerly served on the Committee during the Highland bankruptcy case).

John Doe Defendants Nos. 1-10, which are described to be “currently unknown individuals or business entities who may be identified in discovery as involved in the wrongful transactions at issue.”

Highland, as a nominal defendant. HMIT added Highland as a nominal defendant in the Revised Proposed Complaint attached to the Supplement.

Claimant Trust, as a nominal defendant. HMIT added the Claimant Trust as a nominal defendant in the Revised Proposed Complaint attached to the Supplement.

The proposed plaintiffs would be:

HMIT, which, again, was the largest equity holder in Highland and held a 99.5% limited partnership interest (specifically, Class B/C limited partnership interests). HMIT is the holder of a Class 10 interest under the Plan, pursuant to which HMIT’s limited partnership interest in Highland was extinguished as of the Effective Date in exchange for a pro rata share of a contingent interest in the Claimant Trust.

Highland, as a nominal party. HMIT wishes to bring its complaint on behalf of itself and derivatively on behalf of the Reorganized Debtor.

Claimant Trust, as a nominal party. HMIT wishes to bring its complaint on behalf of itself and derivatively on behalf of the Claimant Trust.

In the Proposed Complaint, HMIT asserts the following six counts: Count I (against Seery) for breach of fiduciary duties; Count II (against the Claims Purchasers and John Doe Defendants) for knowing participation in breach of fiduciary duties; Count III (against all Proposed Defendants) for conspiracy; Count IV (against Muck and Jessup) for equitable disallowance of their claims; Count V (against all Proposed Defendants) for unjust enrichment and constructive trust; and Count VI (against all Proposed Defendants) for declaratory relief.¹¹¹ The gist of the Proposed Complaint is as follows. HMIT asserts that something seems amiss regarding the post-confirmation/pre-Effective Date purchase of claims by the Claims Purchasers. Actually, more bluntly, HMIT asserts that “wrongful conduct occurred” and “improper trades” were made.¹¹² HMIT believes the Claims Purchasers paid around \$160 million for the \$365 million face amount of claims they purchased. HMIT believes that this amount was too high for any rational claim purchaser (particularly hedge funds who expect high returns) to have paid for the claims—based on Highland’s Disclosure Statement and Plan projections regarding the projected distributions under the Plan to holders of allowed unsecured claims. And, of course, Dondero purports to have concluded from the three phone conversations he had with representatives of one of the Claims Purchasers that they did no due diligence before purchasing the claims. Therefore, HMIT surmises, Seery must have given these Claims Purchasers MNPI regarding Highland that convinced them that it was to their economic advantage to purchase the claims. In particular, HMIT surmises Seery must have shared

¹¹¹ In the Initial Proposed Complaint, HMIT proposed to bring claims against the various Proposed Defendants in seven counts, including a count for fraud by misrepresentation and material nondisclosure against all Proposed Defendants. In the Proposed Complaint, HMIT abandons its claim for fraud by misrepresentation and material nondisclosure.

¹¹² Motion for Leave, 7.

MNPI regarding the likely imminent sale of MGM, in which Highland had, directly and indirectly, substantial holdings. As noted earlier, MGM was ultimately purchased by Amazon after a sale process that had been quite publicly discussed in media reports for several months and that was officially announced to the public in late May 2021 (just a few weeks after the Claims Purchasers purchased some of their claims, but a few months *before* certain of their claims—the UBS claims—were purchased).¹¹³ In summary, while the Proposed Complaint is lengthy and at times hard to follow, it boils down to allegations that: (a) Seery filed (or caused to be filed) deflated, pessimistic, misleading projections regarding the value of the Debtor’s estate in connection with the Plan, (b) then induced very sophisticated unsecured creditors to discount and sell their claims to the likewise very sophisticated Claims Purchasers, (c) which Claims Purchasers are allegedly friendly with Seery, and are now happily approving Seery’s allegedly excessive compensation demands post-Effective Date (resulting in less money in the pot to pay off the creditor body in full, and, thus, a diminished likelihood that HMIT will realize any recovery on its contingent Class 10 interest). HMIT argues that Seery should be required to disgorge his compensation. It appears that HMIT also seeks other damages in the form of equitable disallowance of the Claims Purchasers’ claims and disgorgement of distributions on account of those claims, the imposition of a constructive trust over all disgorged funds, and declaratory relief.

HMIT claims that, in seeking to file the Proposed Complaint, it is seeking to protect the rights and interests of the Reorganized Debtor, the Claimant Trust, and “innocent stakeholders” who were allegedly injured by Seery’s and the Claims Purchasers’ alleged conspiratorial and

¹¹³ The MGM-Amazon deal was ultimately consummated in March 2022 for approximately \$6.1 billion, net of cash acquired, plus approximately \$2.5 billion in debt that Amazon assumed and immediately repaid. Credible testimony from Seery at the June 8 Hearing revealed that Highland and entities it controlled tendered their MGM holdings in connection with the Amazon transaction (they did not sell their holdings while the MGM-Amazon deal was under discussion and/or not made public).

fraudulent scheme to line Seery's pockets with excessive compensation for his role as Claimant Trustee. In its Motion for Leave, HMIT states that "[t]he attached Adversary Proceeding alleges claims which are substantially more than 'colorable' based upon plausible allegations that the Proposed Defendants, acting in concert, perpetrated a fraud, including a fraud upon innocent stakeholders, as well as breaches of fiduciary duties and knowing participation in (or aiding or abetting) breaches of fiduciary duty."¹¹⁴

F. Is HMIT Really Dondero by Another Name?

The Proposed Defendants argue that HMIT's Motion for Leave is nothing more than a continuation of the harassing and bad-faith litigation by Dondero and his related entities that the Gatekeeper Provisions were intended to prevent and, thus, this is one of multiple reasons that the Motion for Leave should be denied.

To be clear, HMIT asserts that it is controlled by Mark Patrick ("Patrick"), who has been HMIT's administrator since August 2022. Patrick asserts that he is not influenced or controlled by Dondero, in general, and specifically not in its efforts to pursue the Proposed Claims against Seery and the Claims Purchasers. However, the testimony elicited at the June 8 Hearing—the hearing at which HMIT had the burden of showing the court that its Proposed Claims were "colorable" such that it should be allowed to pursue them through the filing of the Proposed Complaint—paints a different picture. Somewhat tellingly, HMIT chose not to call Patrick—allegedly HMIT's only representative and control person—as a witness in support of its Motion for Leave. Rather, Dondero was HMIT's first witness called in support of its motion, and the first

¹¹⁴ See Motion for Leave (Bankr. Dkt. No. 3816) ¶ 3. HMIT notes, in a footnote 6, that "Neither this Motion nor the proposed Adversary Complaint seeks to challenge the Court's Orders or the Plan. In addition, neither this Motion nor the proposed Adversary Complaint seeks to redistribute the assets of the Claimant Trust in a manner that would adversely impact innocent creditors. Rather, the proposed Adversary Proceeding seeks to benefit all innocent stakeholders while working within the terms and provisions of the Plan, as well as the Claimant Trust Agreement."

questions on direct from HMIT's counsel were aimed at establishing that Dondero was not behind the filing of the Motion for Leave and the pursuit of the Proposed Claims.¹¹⁵ Dondero testified that he did not (i) "have any current official position" with HMIT, (ii) "attempt to exercise [control] on the business affairs of [HMIT]," (iii) "have any official legal relationship with [HMIT] where [he] can attempt to exercise either direct or indirect control over [HMIT]," or (iv) "participate in the decision of whether or not to file the proceedings that are currently pending before Judge Jernigan."¹¹⁶ After HMIT rested, Highland and the Claimant Trust called Patrick as a witness, and he testified that he was the administrator of HMIT, that HMIT does not have any employees, operations, or revenues, and, when asked if HMIT owned any assets, Patrick testified, with not a great deal of certainty, that "it's my understanding it has a contingent beneficiary interest in the Claimants [sic] Trust" and that is the only asset HMIT has.¹¹⁷ Patrick testified that HMIT did not owe any money to Dondero personally, but acknowledged that in 2015, HMIT had issued a secured promissory note in favor of Dondero's family trust, Dugaboy, in the amount of approximately \$62.6 million (the "Dugaboy Note") in exchange for Dugaboy transferring a portion of its limited partner interests in Highland to HMIT; the Dugaboy Note was secured in part by the Highland limited partnership interests purchased from Dugaboy.¹¹⁸ Patrick admitted that, if HMIT's Class 10 interest has no value, HMIT would have no ability to pay the Dugaboy Note.¹¹⁹ He further testified that neither he nor any representative of HMIT had ever spoken with any representative of Farallon or Stonehill, that he had no personal knowledge about any *quid pro quo*, the amount of due diligence Farallon or Stonehill conducted prior to buying their claims, or the terms of

¹¹⁵ See June 8 Hearing Transcript, 113:10-25.

¹¹⁶ *Id.*

¹¹⁷ June 8 Hearing Transcript, 307:7-308:2.

¹¹⁸ *Id.*, 303:11-305:1; Highland Ex. 51, HMIT's \$62,657,647.27 *Secured Promissory Note* dated December 24, 2015, in favor of Dugaboy.

¹¹⁹ *Id.*, 308:3-16.

Seery’s compensation package (until the terms were disclosed to them in opposition to the Motion for Leave).¹²⁰ Patrick admitted that Dugaboy was paying HMIT’s attorneys’ fees pursuant to a settlement agreement between HMIT and Dugaboy.¹²¹

On cross-examination by HMIT’s counsel, Patrick further testified that HMIT has not filed any litigation, as plaintiff, other than its efforts to be a plaintiff in the Motion for Leave and its action as a petitioner in the Texas Rule 202 proceeding filed earlier in 2023 in the Texas state court.¹²² HMIT’s counsel argued that the point of this questioning was that “they’re just trying to draw Dondero into this and – this vexatious litigant argument, and we’re just developing the fact that obviously Hunter Mountain has only filed – attempting to file this action and a Rule 202 proceeding.¹²³ But, Dondero and HMIT’s counsel referred during the June 8 Hearing to the First Rule 202 Petition (where Dondero was the petitioner) and the Second Rule 202 Petition (where HMIT was the petitioner) as “our” Rule 202 petitions, and also to the numerous attempts at getting the discovery (that Dondero had warned Linn was coming) in the collective. For example, in objecting to the admission of Highland’s Exhibit 10 – the Texas state court order denying and dismissing the Second Rule 202 Petition – on the basis of relevance, HMIT’s counsel referred to the order as “an order denying *our second*” Rule 202 Petition.¹²⁴ And, Dondero testified that his warning to Linn in May 2021 that “discovery was coming” was “my response to I knew they had traded on material nonpublic information” and that “I thought it would be a lot easier to get

¹²⁰ *Id.*, 308:18-312:12. This testimony from Patrick came after HMIT’s counsel objection to counsel’s line of questioning regarding Patrick’s personal knowledge of the facts supporting the allegations in the Proposed Complaint on the basis that he was invading the attorney work product privilege, which was overruled by this court; HMIT’s counsel argued (311:4-19) that the line of questioning was an “invasion of attorney work product . . . [b]ecause they might – he would have knowledge from the efforts and investigation through attorneys in the case.”

¹²¹ *Id.*, 312:24-313:18.

¹²² *Id.*, 315:3-9.

¹²³ *Id.*, 316:6-11.

¹²⁴ *Id.*, 58:11-13. The court overruled HMIT’s relevance objection and admitted Highland’s Exhibit 10 into evidence. *Id.*, 58:14-15.

discovery on a situation like this than it has been for the last two years” and that “*we’ve* been trying for two years to get . . . discovery.”¹²⁵

Dondero’s use of an entity over which he exerts influence and control to pursue his own agenda in the bankruptcy case is not new. Rather, this has been part of Dondero’s *modus operandi* since the “nasty breakup” between Dondero and Highland that culminated with Dondero’s ouster in October 2020, whereby Dondero, after not getting his way in the bankruptcy court, continued to lob objections and create obstacles to Highland’s implementation of the Plan through entities he owns or controls. As noted above, the Fifth Circuit specifically upheld this court’s finding in the Confirmation Order that Dondero owned or controlled the various entities that had objected to confirmation of the Plan and appealed the Confirmation Order, where the Dondero-related appellants made similar protestations that they are not owned or controlled by Dondero and asked the Fifth Circuit to vacate this court’s factual finding because, among other reasons, “[a]ccording to the Funds, the characterization is unfair, as *they* are not litigious like Dondero and are completely independent from him.”¹²⁶ Based on the totality of the evidence in this proceeding, the court finds that, contrary to the protestations of HMIT’s counsel and Patrick otherwise, Dondero is the driving force behind HMIT’s Motion for Leave and the Proposed Complaint. The Motion for Leave is just one more attempt by Dondero to press his conspiracy theory that he has pressed for over two years now, unsuccessfully, in Texas state court through Rule 202 proceedings, with the Texas State Securities Board, and with the United States Trustee’s office.

¹²⁵ *Id.*, 191:5-25.

¹²⁶ *Highland Capital*, 48 F.4th at 434-435.

G. Opposition to Motion for Leave: Arguing No Standing and No “Colorable” Claims

Highland, the Claimant Trust, and Seery (together, the “Highland Parties”) filed a joint opposition (“Joint Opposition”) to HMIT’s Motion for Leave on May 11, 2023.¹²⁷ The Claims Purchasers filed a separate objection (“Claims Purchasers’ Objection”) to the Motion for Leave on May 11, 2023, as well.¹²⁸ In the Joint Opposition, the Highland Parties urge the court to deny HMIT leave to pursue the Proposed Claims because, as a threshold matter, HMIT does not have standing to bring them, directly or derivatively against the Proposed Defendants. They argue, in the alternative, that the Motion for Leave should be denied even if HMIT had standing to pursue the Proposed Claims because none of the Proposed Claims are “colorable” claims as that term is used in the Gatekeeper Provision of the Plan (and Gatekeeper Orders).¹²⁹

The Claims Purchasers likewise argue that HMIT lacks standing to complain about claims trading in the bankruptcy which occurred between sophisticated Claims Purchasers and sophisticated sellers (“Claims Sellers”), represented by skilled bankruptcy and transactional counsel. Moreover, they argue HMIT cannot show that it or the Reorganized Debtor or the Claimant Trust were injured by the claims trading at issue because the Purchased Claims had already been adjudicated as allowed claims in the bankruptcy case—thus, distributions under the Plan on account of the Purchased Claims remain the same, the only difference being who holds the claims. Moreover, even if HMIT could succeed in equitably subordinating the validly transferred *allowed* claims, HMIT would still be in the same position it is today: the holder of a

¹²⁷ Bankr. Dkt. Nos. 3783. Highland, the Claimant Trust, and Seery also filed on May 11 a *Declaration of John A. Morris in Support of Highland Capital Management, L.P., Highland Claimant Trust, and James P. Seery, Jr.’s Joint Opposition to Hunter Mountain Investment Trust’s Motion for Leave to File Verified Adversary Proceeding* (“Morris Declaration”) that attached 44 Exhibits in support of the Joint Opposition. Bankr. Dkt. No. 3784.

¹²⁸ Bankr. Dkt. No. 3780.

¹²⁹ See Joint Opposition ¶ 139 (“Because HMIT lacks standing, this Court need not reach the merits of HMIT’s proposed Adversary Complaint. As a matter of judicial economy, however, the Highland Parties respectfully request that this Court address the lack of merit as an alternative basis to deny the Motion.”).

contingent, speculative Class 10 interest that would only be paid after payment, in full, with interest, of all creditors under the Plan. The Claims Purchasers argue in the alternative that the Proposed Claims are not “colorable.”

Finally, the Proposed Defendants argue that the standard of review for assessing whether the Proposed Claims are “colorable” (as such term is used in the Gatekeeper Provision and Gatekeeping Orders) is a standard that is a higher than the “plausibility” standard applied to Rule 12(b)(6). They argue that HMIT should be required to meet a higher bar with respect to colorability that includes making a *prima facie* showing that the Proposed Claims have merit (and/or are not without foundation) which requires HMIT to do more than meet the liberal notice-pleading standards.

H. HMIT’s Reply to the Proposed Defendants’ Opposition to the Motion for Leave

In its reply brief (“Reply”), filed by HMIT on May 18, 2023,¹³⁰ it argues that it has constitutional standing as an “aggrieved party” to bring the Proposed Claims on behalf of itself.¹³¹ HMIT also argues that it has standing under Delaware Trust law to bring a derivative action on behalf of the Claimant Trust and that it not only has standing to bring the Proposed Claims derivatively on behalf of the Reorganized Debtor under the Plan, but it is the best party to bring the claims.¹³² Finally, HMIT maintains that the standard of review that the bankruptcy court should apply in assessing the “colorability” of the Proposed Claims is no greater than the standard of review applied to motions to dismiss under Federal Rule of Civil Procedure 12(b)(6), which would require the bankruptcy court to look only to the “four corners” of the Proposed Complaint

¹³⁰ Bankr. Dkt. No. 3785.

¹³¹ See Reply ¶ 7.

¹³² See, Reply ¶ 23 n.5, where HMIT argues “The nature of this injury, in addition to Seery’s influence over the Claimant Trust, and the lack of prior action by the Claimant Trust to pursue the claims HMIT seeks to pursue derivatively, among other things, demonstrate that HMIT is not only a proper party to assert its derivative claims – but the best party to do so.”

and “not weigh extraneous evidence,”¹³³ take all allegations as true, and view all allegations and inferences in a light most favorable to HMIT. As discussed in greater length below, HMIT argues that, under this standard, the bankruptcy court should not consider evidence in making its determination as to whether the Proposed Complaint presents “colorable” claims.

I. Litigation within the Litigation: The Pre- June 8 Hearing Skirmishes

Suffice it to say there was significant activity before the Motion for Leave actually was presented at the June 8 hearing. HMIT sought an emergency hearing on its Motion for Leave (wanting a hearing on three days’ notice). When the bankruptcy court denied an emergency hearing, HMIT unsuccessfully pursued an interlocutory appeal of the denial of an emergency hearing to the district court. HMIT then petitioned for a writ of mandamus at the Fifth Circuit regarding the emergency hearing denial, which was denied by the Fifth Circuit on April 12, 2023.

Next, there were multiple pleadings and hearings regarding *what kind of hearing* the bankruptcy court should or should not hold on the Motion for Leave—particularly focusing on whether or not it would be an evidentiary hearing.¹³⁴ The resolution of this issue turned on what standard of review the court should apply in exercising its gatekeeping function and determining the colorability of the Proposed Claims. HMIT (although it had submitted two declarations of Dondero with its original Motion for Leave and approximately 350 pages of total evidentiary support) was adamant that there should be no evidence presented at the hearing on the Motion for Leave, arguing that the standard for review should be the plausibility standard under Rule 12(b)(6)

¹³³ See Reply ¶ 47.

¹³⁴ Highland, joined by Seery and the Claims Purchasers, had filed a motion asking the bankruptcy court to set a briefing schedule on the Motion for Leave and to schedule a status conference, indicating that Highland’s proposed timetable for same was opposed by HMIT. HMIT subsequently filed a response unopposed to a briefing schedule and status conference, but, before the status conference, HMIT filed a brief, stating it was opposed to there being any evidence at the ultimate hearing on the HMIT Motion for Leave—arguing the bankruptcy court did not need evidence to exercise its gatekeeping function and determine if HMIT has a “colorable” claim. Rather, the court need only engage in a Rule 12(b)(6)-type plausibility analysis.

motions to dismiss such that “the threshold inquiry is very, very low. Evidence is not allowed. . . . [S]imilar to a 12(b)(6) inquiry, [the court] is limited to the four corners of the principal pleading – in this case, the complaint, or now the revised complaint.”¹³⁵ Counsel for the Proposed Defendants argued that the standard of review for colorability here, in the specific context of the court exercising its gatekeeping function under the Plan, is more akin to the standards applied under the Supreme Court’s *Barton Doctrine*¹³⁶ pursuant to which that the bankruptcy court must apply a higher standard than the 12(b)(6) standard, including the consideration of evidence at the hearing on the motion for leave; if the standard of review presents no greater hurdle to the movant than the 12(b)(6) standard applied to every plaintiff in every case, then the gatekeeping provisions mean nothing and do nothing to protect the parties from the harassing, bad-faith litigation they were put in place to prevent.¹³⁷ On May 22, 2023, after receipt of post-hearing briefing on the issue, the court entered an order stating that “the court has determined that there may be mixed questions of fact and law implicated by the Motion for Leave” and “[t]herefore, the parties will be permitted to present evidence (including witness testimony) at the June 8, 2023 hearing [on the Motion to Leave] if they so choose.”

Two days later, HMIT filed an emergency motion for expedited discovery or alternatively for continuance of the June 8, 2023 hearing, seeking expedited depositions of corporate

¹³⁵ Transcript of April 24, 2023 Status Conference, Bankr. Dkt. No. 3765 (“April 24 Transcript”), 14:6-11.

¹³⁶ The *Barton Doctrine* was established in the 19th century Supreme Court case of *Barton v. Barbour*, 104 U.S. 126 (1881), and states that a party wishing to sue a court-appointed trustee or receiver must first obtain leave of the appointing court by making a *prima facie* case that the claim it wishes to bring is not without foundation.

¹³⁷ See April 24 Transcript, 36:24-37:4 (“[W]e’re exactly today where the Court had predicted in entering [the Confirmation Order], that the costs and distraction of this litigation are substantial. And if all we’re doing is replicating a 12(b)(6) hearing on a motion for leave, we’re actually not doing anything to reduce, as the Court made clear, the burdens, distractions, of litigation.”); 37:5-13 (“The Fifth Circuit likewise cited *Barton* in its order affirming the confirmation order. Specifically, it also explained that the provisions, these gatekeeper provisions requiring advance approval were meant to ‘screen and prevent bad-faith litigation.’ Well that – if that means only what the Plaintiff[] say[s] it does, then it really doesn’t do anything at all to screen. There’s no gatekeeping because their version of what that means is always policed under 12(b)(6) standards.”).

representatives of the Claims Purchasers and of Seery and production of documents pursuant to deposition notices and subpoenas duces tecum that HMIT had attached to the motion. On May 26, 2023, this court held yet another status conference. Following the status conference, the court granted in part and denied in part HMIT's request for expedited discovery by ordering only Seery and Dondero to be made available for depositions prior to the June 8 Hearing. The court reached what seemed like appropriate middle ground by allowing the deposition of Seery and allowing the other parties to depose Dondero (for whom sworn declarations had been submitted), but the court was not going to allow any more discovery (i.e., of the Claims Purchasers) at so late an hour. The court was aware that HMIT and Dondero had been seeking discovery relating to the very claims trades that are the subject of the Revised Proposed Complaint from the Claims Purchasers in Texas state court "Rule 202" proceedings for approximately two years, where their attempts were rebuffed.

Approximately 60 hours before the June 8 Hearing, HMIT filed its Witness and Exhibit List disclosing for the first time two potential expert witnesses (along with biographical information and a disclosure regarding the subject matter of their likely testimony). Highland, the Claimant Trust, and Seery filed a joint motion to exclude the expert testimony and documents ("Motion to Exclude"), which the court ultimately granted in a separate order.

During the full-day June 8 Hearing on the Motion to Leave, the court admitted over 50 HMIT exhibits and over 30 Highland/Claimant Trust exhibits. The court heard testimony from HMIT's witnesses Dondero and Seery (as an adverse witness) and from the Highland Parties' witness Mark Patrick, the administrator of HMIT since August 2022 (as an adverse witness). The bankruptcy court allowed HMIT to make a running objection to all evidence—as it continued to argue that evidence was not appropriate.

III. LEGAL ANALYSIS

In determining whether HMIT should be granted leave, pursuant to the Gatekeeper Provision of the Plan and the court's prior Gatekeeper Orders, to pursue the Proposed Claims, the court must address the issue of whether HMIT would have *standing* to bring the Proposed Claims in the first instance. If so, the next question is whether the Proposed Claims are "*colorable*." But prior to getting into the weeds on *standing* and "*colorability*," some general discussion regarding the topic of claims trading in the bankruptcy world seems appropriate, given that HMIT's Proposed Claims are based, in large part, on allegations of *improper* claims trading.

A. *Claims Trading in the Context of Bankruptcy Cases—Can It Be Tortious or Otherwise Actionable?*

As noted, at the crux of HMIT's desired lawsuit is what this court will refer to as "claims trading activity" that occurred shortly after the Plan was confirmed, but before the Plan went effective. HMIT believes that the claims trading activity gave rise to various torts: breach of fiduciary duty on the part of Seery; knowing participation in breach of fiduciary duty by the other Proposed Defendants; and conspiracy by all Defendants. HMIT also believes that the following remedies should be imposed: equitable disallowance of the Purchased Claims; disgorgement of the alleged profits the Claims Purchasers made on their purchases; and disgorgement of all Seery's compensation received since the beginning of his "collusion" with the other Defendants. Without a doubt, the Motion for Leave and Proposed Complaint revolve almost entirely around the claims trading activity.

This begs the question: *When (or under what circumstances) might claims trading activity during a bankruptcy case give rise to a cause of action that either the bankruptcy estate or an economic stakeholder in the case might have standing to bring?* Here, the claims trading

wasn't even "during a bankruptcy case" really—it was post-confirmation and pre-effective date, and it happened to be: (a) after mediation of the claims, (b) after Rule 9019 settlement motions, (c) after objections by Dondero and certain of his family trusts were lodged, (d) after evidentiary hearings, and (e) after orders were ultimately entered *allowing* the claims (and in most cases, such orders were appealed). The further crux of HMIT's desired lawsuit is that Seery allegedly "wrongfully facilitated and promoted the sale of large unsecured creditor claims to his close business allies and friends" by sharing *material non-public information* to them regarding the potential value of the claims (i.e., the potential value of the bankruptcy estate), and this is what made the claims trading activity particularly pernicious. The alleged sharing of MNPI allegedly caused the Claims Purchasers to purchase their claims without doing any due diligence and with knowledge that the claims would be worth much more than the Plan's "pessimistic" projections might have suggested, and also allowed Seery to plant friendly allies into the creditor constituency (and on the post-confirmation CTOB) that would "rubber stamp" his generous compensation. This is all referred to as "not arm's-length" and "collusive." Notably, the MNPI mostly pertained to a likely future acquisition of MGM by Amazon (which transaction, indeed, occurred in 2022, after being publicly announced in Spring of 2021); as noted earlier, Highland owned, directly and indirectly, common stock in MGM. Also notably, there had been rumors and media attention regarding a potential sale of MGM for many months.¹³⁸ In summary, to be clear, HMIT's desired lawsuit is laced with a theme of "insider trading"—although this isn't a situation of securities trading *per se* (i.e., the unsecured Purchased Claims were not securities), and, as noted earlier, the Texas State Securities Board has not seen fit to investigate the claims trading activity.

So, preliminarily, is claims trading in bankruptcy sinister *per se*? The answer is no.

¹³⁸ E.g., Benjamin Mullin, *MGM Holdings, Studio Behind 'James Bond,' Explores a Sale*, THE WALL STREET JOURNAL (Dec. 21, 2020, 6:38 p.m.).

The activity of investing in distressed debt (which frequently occurs during a bankruptcy case—sometimes referred to as “claims trading”) is ubiquitous and, indeed, has been so for a very long time. As noted by one scholar:

The creation of a market in bankruptcy claims is the single most important development in the bankruptcy world since the Bankruptcy Code’s enactment in 1978. [Citations omitted.] Claims trading has revolutionized bankruptcy by making it a much more market-driven process. [Citations omitted.] . . . The development of a robust market for all types of claims against debtors has changed the cast of characters involved in bankruptcies. In addition to long-standing relational creditors, like trade creditors or a single senior secured bank or bank group, bankruptcy cases now involve professional distressed debt investors, whose interests and behavior are often quite different than traditional relational counterparty creditors.

Adam J. Levitin, *Bankruptcy Markets: Making Sense of Claims Trading*, 4 BROOK. J. CORP. FIN. & COM. L. 64, 65 (2010) (hereinafter “*Bankruptcy Markets*”).¹³⁹

As a pure policy matter, some practitioners have bemoaned this claims trading phenomenon, suggesting that “distressed debt traders may sacrifice the long-term viability of a debtor for the ability to realize substantial and quick returns on their investments.”¹⁴⁰ Others suggest that claims trading in bankruptcy is beneficial, in that it allows creditors of a debtor an early exit from a potentially long bankruptcy case, enabling them to save expense and administrative hassles, realize immediate liquidity on their claims (albeit discounted), and may

¹³⁹ See also Aaron Hammer & Michael Brandess, *Claims Trading: The Wild West of Chapter 11s*, AM. BANKR. INST. JOURNAL 62 (Jul./Aug. 2010); Chaim Fortgang & Thomas Mayer, *Trading Claims and Taking Control of Corporations in Chapter 11*, 12 CARDOZO L. REV. 1, 25 (1990) (noting that “the first recorded instance of American fiduciaries trading claims against insolvent debtors predates all federal bankruptcy laws and goes back to 1790” when the original 13 colonies were insolvent, owing tremendous amounts of debt to various parties in connection with the Revolutionary War; early American investors purchased these debts for approximately 25% of their par value, hoping the claims would be paid at face value by the American government).

¹⁴⁰ Harvey R. Miller, *Chapter 11 Reorganization Cases and the Delaware Myth*, 55 VAND. L. REV. 1987, 2016 (2002). See also Harvey R. Miller & Shai Y. Waisman, *Does Chapter 11 Reorganization Remain a Viable Option for Distressed Businesses for the Twenty-First Century?*, 78 AM. BANKR. L.J. 153 (2004); Harvey R. Miller & Shai Y. Waisman, *Is Chapter 11 Bankrupt?*, 47 B.C. L. REV. 129 (2005).

even permit them to take advantage of a tax loss on their own desired timetable.¹⁴¹ On the flipside, “[c]aims trading permits an entrance to the bankruptcy process for those investors who want to take the time and effort to monitor the debtor and contribute expertise to the reorganization process.”¹⁴²

So, what are the “rules of the road” here? What does the Bankruptcy Code dictate regarding claims trading? The answer is nothing. The Bankruptcy Code itself has no provisions whatsoever regarding claims trading. The only thing resembling any regulation of claims trading during a bankruptcy case is found at Federal Rule of Bankruptcy Procedure 3001(e)—the current version of which went into effect in 1991—and it imposes extremely light regulation—if it could even be called that. This rule requires, in pertinent part (at subsection (2)), that “[i]f a claim other than one based on a publicly traded note, bond, or debenture” is traded during the case after a proof of claim is filed, notice/evidence of that trade must be filed with the bankruptcy clerk by the transferee. The transferor shall then be notified and given 21 days to object. If there is an objection, the bankruptcy court will hold a hearing regarding whether a transfer, in fact, took place. If there is no objection, nothing further needs to happen, and the transferee will be considered substituted for the transferor.

There are several things noteworthy about Rule 3001(e)(2). First, the only party given the opportunity to object is the *transferor* of the claim (presumably, in the situation of a dispute regarding whether there was truly an agreement regarding the transfer of the claim). Second, there is no need for a bankruptcy court order approving the transfer (except in the event of an objection

¹⁴¹See *Bankruptcy Markets*, at 70. See also *In re Kreisler*, 546 F.3d 863, 864 (7th Cir. 2008) (“Claims trading allows creditors to opt out of the bankruptcy system, trading an uncertain future payment for an immediate one, so long as they can find a purchaser.”).

¹⁴²*Bankruptcy Markets* at 70 (citing, among other authorities, Edith S. Hotchkiss & Robert M. Mooradian, *Vulture Investors and the Market for Control of Distressed Firms*, 43 J. FIN. ECON. 401, 401 (1997) (finding that “vulture investors add value by disciplining managers of distressed firms”).

by the alleged transferor). Third, the *economic consideration paid need not be disclosed to the court or anyone*. Fourth, there is no requirement or definition of timeliness. Finally, it explicitly does not apply with regard to publicly traded debt. This, alone, means that many claims trades are not even reported in a bankruptcy case. But it is not just publicly traded debt that will not be reflected with a Rule 3001(e) filing. For example, bank debt, in modern times, is often syndicated (i.e., fragmented into many beneficial holders of portions of the debt) and only the administrative agent for the syndicate (or the “lead bank”) will file a proof of claim in the bankruptcy—thus, as the syndicated interests (participations) change hands, and they frequently do, there typically will not be a Rule 3001(e) notice filed.¹⁴³ To be clear here, this syndication-of-bank-debt fact, along with the fact that there are financial products whereby bank debt might be carved up into economic interests separate and apart from legal title to the loan, means there are many situations in which trading of claims during a bankruptcy case is not necessarily transparent or, for that matter, policed by the bankruptcy court. This is the world of modern bankruptcy. Most of the claims trading that gets reported through a Rule 3001(e) notice is the trading of small vendor claims. And this is all regarded as private sale transactions for the most part.¹⁴⁴

Suffice it to say that there is not a wealth of case law dealing with claims trading in a bankruptcy context. Perhaps this is not surprising, since it is not prohibited and *is mostly a matter of private contract between buyer and seller*. The case law that does exist seems to arise in situations of perceived bad faith of a purchaser—for example, when there was an attempt to control voting and/or ultimate control of the debtor through the plan process (not always problematic, but

¹⁴³ Anne Marrs Huber & Thomas H. Young, *The Trading of Bank Debt in and Out of Chapter 11*, 15 J. BANKR. L. & PRAC. 1, 1, 3 (2006).

¹⁴⁴ Note that Bankruptcy Rule 3001(e) was very different before 1991. Between 1983-1991, the rule required that parties transferring claims inform the court that a transfer of claims was taking place and also disclose the consideration paid for the transferred claims. A hearing would take place prior to the execution of a trade. Judicial involvement was required and resulted in judicial scrutiny of transactions—something that simply does not exist today.

there are outlier cases where this was found to cross a line and result in consequences such as disallowing votes on a plan or even equitable subordination of a claim).¹⁴⁵ Another type of case that has generated case law is where the purchaser of claims occupied a fiduciary status with the debtor.¹⁴⁶ Still another type of case that has generated case law is where there is an attempt to cleanse claims that might have risks because of a seller's malfeasance, by trading the claim to a new claim holder.¹⁴⁷

The following is a potpourri of the more notable cases that have addressed claims trading in different contexts. Most of them imposed no adverse consequences on claims traders: *In re Kreisler*, 546 F.3d 863, 864 (7th Cir. 2008) (where a corporation named Garlin, that was owned by the individual chapter 7 debtors' sister and close friend, purchased a \$900,000 bank claim for \$16,500, and there was no disclosure of Garlin's connections to debtors and no Rule 3001(e)(2) notice was filed, the Seventh Circuit reversed the bankruptcy court's invocation of the doctrine of equitable subordination to the claim, stating: "Equitable subordination is generally appropriate only if a creditor is guilty of misconduct that causes injury to the interests of other creditors;" the Seventh Circuit further stated that it could "put to one side whether the court's finding of inequitable conduct was correct" because even if there was misconduct, it did not harm the other creditors, who were in the same position whether the original creditor or Garlin happened to own the claim; the Seventh Circuit did note that Garlin's decision to purchase the original bank

¹⁴⁵ *In re Applegate Prop. Ltd.*, 133 B.R. 827, 836 (Bankr. W.D. Tex. 1991) (designating votes of an affiliate of the debtor that purchased a blocking position to thwart a creditor's plan because it was done in bad faith); *In re Allegheny Int'l, Inc.*, 118 B.R. 282, 289-90 (Bankr. W.D. Pa. 1990) (because of bad faith activities, the court designated votes of a claims purchaser who purchased to get a blocking position on a plan). *But see In re First Humanics Corp.*, 124 B.R. 87, 92 (Bankr. W.D. Mo. 1991) (claims purchased by debtor's former management company to gain standing to file a plan to protect interest of the debtor was in good faith).

¹⁴⁶ *See In re Exec. Office Ctrs., Inc.*, 96 B.R. 642, 649-650 (Bankr. E.D. La. 1988) (and numerous old cites therein).

¹⁴⁷ *Enron Corp. v. Ave. Special Situations Fund II, LP (In re Enron Corp.)*, 340 B.R. 180 (Bankr. S.D.N.Y. 2006), vacated, *Enron Corp. v. Springfield Assocs., L.L.C. (In re Enron Corp.)*, 379 B.R. 425 (S.D.N.Y. 2007); *Enron Corp. v. Ave. Special Situations Fund II, LP (In re Enron Corp.)*, 333 B.R. 205, 211 (Bankr. S.D.N.Y. 2005).

creditor's claim might have disadvantaged the other creditors if it interfered with the trustee's own potential settlement with the original bank creditor (note that the trustee argued that she had been negotiating a deal with bank under which bank might have reduced its claims); however, the trustee presented no evidence that any deal with the bank was imminent or even likely; thus, whether such a deal could have been reached was speculation; equitable subordination was therefore improper."); *Viking Assocs., L.L.C. v. Drewes (In re Olson)*, 120 F.3d 98, 102 (8th Cir. 1997) (case involved the actions of an entity known as Viking in purchasing all of the unsecured claims against the bankruptcy estate of two chapter 7 debtors, Hugo and Jeraldine Olson; Viking was a related entity, owned by the debtors' children, and purchased \$525,000 of unsecured claims for \$67,000; while the bankruptcy court had discounted the claims down to the purchase amount and subordinated Viking's discounted claims to the claims of the other unsecured creditors, relying on section 105 of the Bankruptcy Code, the Eighth Circuit held that the bankruptcy court lacked the authority to do this, and, thus, reversed and remanded; the Eighth Circuit noted that in 1991, Bankruptcy Rule 3001(e)(2) was amended "to restrict the bankruptcy court's power to inspect the terms of" claims transfers. *Id.* at 101 (citing *In re SPM Mfg. Corp.*, 984 F.2d 1305, 1314 n. 9 (1st Cir. 1993)); the text of the rule makes clear that the existence of a "dispute" depends upon an objection by the *transferor*; where there is no objection by the *transferor*, there is no longer any role for the court); *Citicorp. Venture Capital, Ltd. v. Official Committee of Unsecured Creditors (In re Papercraft Corp.)*, 160 F.3d 982 (3d Cir. 1998) (large investor who held seat on board of directors of debtor and debtor's parent, and who also had nonpublic information regarding the debtor's value, anonymously purchased 40% of the unsecured claims at a steep discount during the chapter 11 case, and then, having obtained a blocking position for plan voting purposes, proposed a plan to acquire debtor; the claims purchaser's claims were equitably reduced to amount

paid for the claims since investor was a fiduciary who was deemed to have engaged in inequitable conduct); *Figter Ltd. v. Teachers Ins. & Annuity Ass'n of Am. (In re Figter)*, 118 F.3d 635 (9th Cir. 1997) (Ninth Circuit affirmed bankruptcy court's ruling that a secured creditor's purchase of 21 out of 34 unsecured claims in the case was in good faith and it would not be prohibited from voting such claims on the debtor's plan, pursuant to Bankruptcy Code section 1126(e)); *In re Lorraine Castle Apartments Bldg. Corp.*, 145 F.2d 55, 57 & 58 (7th Cir. 1945) (in a case under the old Bankruptcy Act, in which there were more restrictions on claims trading, a debtor and two of its stockholders argued that the claims of purchasers of bonds should be limited to the amounts they paid for them; bankruptcy court special master found, "that, though he did not approve generally the ethics reflected by speculation in such bonds," there was no cause for limitation of the amounts of their claims, pointing out that the persons who had dealt in the bonds were not officials, directors, or stockholders of the corporation and owed no fiduciary duty to the estate or its beneficiaries—rather they were investors or speculators who thought the bonds were selling too cheaply and that they might make a legitimate profit upon them; the district court agreed, as did the Seventh Circuit, noting that "[t]o reduce the participation to the amount paid for securities, in the absence of exceptional circumstances which are not present here, would reduce the value of such bonds to those who have them and want to sell them. This would result in unearned, undeserved profit for the debtor, destroy or impair the sales value of securities by abolishing the profit motive, which inspires purchasers."); *In re Washington Mutual, Inc.*, 461 B.R. 200 (Bankr. Del. 2011), *vacated in part*, 2012 WL 1563880 (Bankr. D. Del. Feb. 24, 2012) (discussion of an equity committee's potential standing to pursue equitable subordination or equitable disallowance of the claims of certain noteholders who had allegedly traded their claims during the chapter 11

case while having material non-public information; while bankruptcy court originally indicating these were viable tools, court later vacated its ruling on this after a settlement was reached).

Suffice it to say that the courts have, more often than not, been unwilling to impose legal consequences, for an actor's involvement with claims trading. At most, in outlier-type situations during a case, courts have taken steps to disallow claims for voting purposes or to subordinate claims to other unsecured creditors for distribution purposes.¹⁴⁸ But the case at bar does not present facts that are typical of any of the situations in reported cases.

For one thing, unlike in the reported cases this court has located, there *seems to have been complete symmetry of sophistication among the claim sellers and claim purchasers here—and complete symmetry with HMIT for that matter*. All persons involved are highly sophisticated financial institutions, hedge funds, or private equity funds. No one was a “mom-and-pop” type business or vendor that might be vulnerable to chicanery. The claims ranged from being worth \$10's of millions of dollars to \$100's of millions of dollars in face value. And, of course, the sellers/transfersors of the claims have never shown up, subsequent to the claims trading

¹⁴⁸ Note that, while some cases suggest that outright disallowance of an unsecured claim, in the case of “inequitable conduct” might be permitted (not merely equitable subordination to unsecured creditors)—usually citing to *Pepper v. Litton*, 308 U.S. 295 (1939)—the Fifth Circuit has suggested otherwise. *In re Mobile Steel Co., Inc.*, 563 F.2d 692, 699-700 (5th Cir. 1977) (cleaned up) (noting that “equitable considerations can justify only the subordination of claims, not their disallowance” and also noting that “three conditions must be satisfied before exercise of the power of equitable subordination is appropriate[:]: (i) The claimant must have engaged in some type of inequitable conduct[:]; (ii) The misconduct must have resulted in injury to the creditors of the bankrupt or conferred an unfair advantage on the claimant[:]; and] (iii) Equitable subordination of the claim must not be inconsistent with the provisions of the Bankruptcy Act.” In *Mobile Steel*, the Fifth Circuit held that the bankruptcy judge exceeded the bounds of his equitable jurisdiction by disallowing a group of claims and also reversed the subordination of certain claims, on the grounds that the bankruptcy court had made clearly erroneous findings regarding alleged inequitable conduct and other necessary facts. Contrast *In re Lothian Oil Inc.*, 650 F.3d 539 (5th Cir. 2011) (involving the question of whether a bankruptcy court may *recharacterize* a claim as equity rather than debt; the court held yes, but it has nothing to do with inequitable conduct *per se*; rather section 502(b)'s language that a claim should be allowed unless it is “unenforceable against the debtor and property of the debtor, under any agreement or applicable law....” is the relevant authority; unlike equitable subordination, recharacterization is about looking at the true substance of a transaction not the conduct of a party (if it looks like a duck and quacks like a duck, it's a duck—i.e., equity); the court indicated that section 105 is not a basis to recharacterize debt as equity; it's a matter of looking at state law to determine if there is any basis and looking at the nature of the underlying transaction—as either a lending arrangement or equity infusion.

transactions, to complain about anything. Everyone involved here is, essentially, a behemoth and there is literally no sign of innocent creditors getting harmed. Second, the case at bar is unique in that the claims traded here *had all been allowed after objections, mediation, and Rule 9019 settlements during the bankruptcy case*. Thus, the amounts that would be paid on them were “locked in,” so to speak. There was no risk to a hypothetical claims-purchaser of disallowance, offset, or any “claw-back” litigation (or—one might have reasonably assumed—any type of litigation). Third, the terms for distributions on unsecured claims had been established in a confirmed plan (although the claims were purchased before the effective date of the Plan). Thus, there was a degree of certainty regarding return on investment for the Claims Purchasers here that was much higher than if the claims had been purchased early, during, or mid-way through the case.¹⁴⁹ *This was post-confirmation, pre-effective date claims purchasing*. Interestingly, all three of these facts might suggest that little due diligence would be undertaken by any hypothetical purchaser. The rules of the road had been set. The court makes this observation because HMIT has suggested there is something highly suspicious about the fact that Farallon allegedly told Dondero that it did no due diligence before purchasing its claims (leading him to conclude that the Claims Purchasers must have purchased their claims based on receiving MNPI from Seery). Not only has there been no colorable evidence suggesting that insider information was shared, but the lack of due diligence in this context does not reasonably seem suspicious. The claims purchases

¹⁴⁹ See *discussion* in BANKRUPTCY MARKETS, at 91:

Some claims purchasers buy before the bankruptcy petition is filed, some at the beginning of the case, and some towards the end. For example, there are investors who look to purchase at low prices either when a business is failing or early in the bankruptcy and ride through the case until payouts are fairly certain. [Citations omitted.] These investors might be hoping to buy at 30 cents on the dollar and get a payout at 70 cents on the dollar. Perhaps if they waited another six months, the payout would be 74 cents on the dollar, but the additional 4 cents on the dollar for six months might not be a worthwhile return for the time value of the investment. Other investors might not want to assume the risk that exists in the early days of a case when the fate of the debtor is much less certain, but they would gladly purchase at 70 cents on the dollar at the end of the case to get a payout of 74 cents on the dollar six months later.

were almost like passive investments, at this point—there was no risk of a claim objection and there was a confirmed plan, with a lengthy disclosure statement that described not only plan payment terms and projections, but essentially anything that any investor might want to know.

To reiterate, here, HMIT seeks leave to assert the following causes of action:

- I. Breach of Fiduciary Duties (Seery)
- II. Knowing Participation in Breach of Fiduciary Duties (Claims Purchasers)
- III. Conspiracy (all Proposed Defendants)
- IV. Equitable Disallowance (Claims Purchasers)
- V. Unjust Enrichment and Constructive Trust (all Proposed Defendants)
- VI. Declaratory Judgment (all Proposed Defendants)

The court struggles to fathom how any of these proposed causes of action or remedies can be applied in the context of: (a) post-confirmation claims trading; (b) where the claims have all been litigated and allowed.

In reflecting on the case law and various Bankruptcy Code provisions, the court can fathom the following hypotheticals in which claims trading during a bankruptcy case might be somehow actionable:

Hypothetical #1: The most obvious situation would be if a purchaser of a claim files a Rule 3001(e) Notice, and the seller/transferor then files an objection thereto. There would then be a contested hearing between purchaser and seller regarding the validity of the transfer with the bankruptcy court issuing an appropriate order after the hearing on the objection. *As noted, there was no objection to the Rule 3001(e) notices here.*

Hypothetical #2: Alternatively, there could be a breach of contract suit between purchaser and seller if one thinks the other breached the purchase-sale agreement somehow. Perhaps torts might also be alleged in such litigation. *As noted, there is no dispute between purchasers and sellers here.*

Hypothetical #3: If there is believed to be fraud in connection with a plan, a party in interest might, pursuant to section 1144 of the Bankruptcy Code, move for

revocation of the plan “at any time before 180 days after the date of entry of the order for confirmation” and the court “may revoke such order if and only if such order was procured by fraud.” *As noted, here HMIT has suggested that the “pessimistic” plan projections may have been fraudulent or misrepresentations somehow. The time elapsed long ago to seek revocation of the Plan.*

Hypothetical #4: As discussed above, in rare situations (bad faith), during a Chapter 11 case, before a plan is confirmed, a claims purchaser’s claim might not be allowed for voting purposes. *See* Sections 1126(e) of the Bankruptcy Code (“the court may designate any entity whose acceptance or rejection of such plan was not in good faith”). *Obviously, in this case, this is not applicable—the claims were purchased post-confirmation.*

Hypothetical #5: As discussed above, in rare situations (inequitable conduct), a court might equitably subordinate *claims* to *other claims*. *See* Section 510(c) of the Bankruptcy Code. But here, HMIT is seeking either: (a) equitable subordination of the *claims* of the Claims Purchaser to HMIT’s *Class 10 former equity interest* (in contravention of the explicit terms of section 510(c)) or, (b) *equitable disallowance* of the claims of the Claims Purchasers (in contravention of *Mobile Steel*).

Hypothetical #6: Bankruptcy Code section 502(b)(1) and the Fifth Circuit’s *Lothian Oil* case may permit “recharacterization” of a claim from debt to equity in certain circumstances, but not in circumstances like the ones in this case. Here, the claims have already been adjudicated and allowed (some after mediation, and all after Rule 9019 settlement orders). The only way to reconsider a claim in a bankruptcy case that has already been allowed is through Bankruptcy Code section 502(j) (“A claim that has been allowed or disallowed may be reconsidered for cause. . . according to the equities of the case.”). The problem here is that Bankruptcy Rule 9024 provides that a motion for “reconsideration of an order allowing or disallowing a claim against the estate *entered without a contest* is not subject to the one year limitation prescribed in Rule 60(c)” (emphasis added). Here there was most definitely “a contest” with regard to all of these purchased claims. *Thus, it would appear that any effort to have a court reconsider these claims pursuant to section 502(j) is untimely—as it has been well beyond a year since they were allowed.*

Hypothetical #7: If a party believes “insider trading” occurred there are governmental agencies that investigate and police that. *Here, the purchased claims (which were not based on bonds or certificated equity interests) would not be securities so as to fall under the SEC’s purview. Moreover, there was evidence that HMIT or Dondero-Related entities requested that the Texas State Securities Board investigate the claims trading and the board did not find a basis to pursue anyone for wrongdoing.*

Hypothetical #8: The United States Trustee can investigate wrongdoing by a debtor or unsecured creditors committee. While the United States Trustee would naturally have concerns about members of an unsecured creditors committee (or an officer of a debtor-in-possession) adhering to fiduciary duties and not putting their

own interests above those of the estate, here, there are a couple of points that seem noteworthy. One, the claims trading activity was post-confirmation so—while certain of the claim-sellers may have still been on the unsecured creditors committee, as the effective date of the plan had not yet occurred—the circumstances are very different than if this had all happened during the early, contentious stages of the case. It seems inconceivable that there was somehow a disparity of information that might be troubling—the Plan had been confirmed and it was available for the world to see. The whole notion of “insider information” (just after confirmation here) feels a bit off-point. Bankruptcy practitioners and judges sometimes call bankruptcy a fishbowl or use the “open kimono” metaphor for good reason. It is generally a very open process. And information-sharing on the part of a debtor-in-possession or unsecured creditors committee is intended to be robust. *See, e.g.*, Bankruptcy Code sections 521 and 1102(b)(3). In a way, HMIT here seems to be complaining about this very situation that the Code and Rules have designed.

In summary, claims trading is a highly *unregulated* activity in the bankruptcy world.

HMIT is attempting to pursue causes of action here that, to this court’s knowledge, have never been allowed in a context like this.

B. Back to Standing—Would HMIT Have Standing to Bring the Proposed Claims?

The Proposed Defendants argue that HMIT lacks standing to bring the Proposed Claims, either: (a) derivatively on behalf of the Reorganized Debtor and Claimant Trust, or (b) directly on behalf of itself. Thus, they argue that this is one reason that the Motion for Leave should be denied.

In making their specific standing arguments, the parties analyze things slightly differently:

The Claims Purchasers focus primarily on HMIT’s lack of *constitutional* standing but also argue that HMIT does not have *prudential* standing under Delaware trust law to bring the Proposed Claims either individually or derivatively. Why do they mention Delaware trust law? Because the Claimant Trust is a Delaware statutory trust governed by the Delaware Statutory Trust Act, 12 Del. C. §§ 3801–29.¹⁵⁰

The Highland Parties’ standing arguments focus almost entirely on HMIT’s lack of *prudential* standing under Delaware trust law to bring the Proposed Claims.

HMIT argues that the Proposed Defendants “play fast and loose with standing arguments” and that HMIT has *constitutional* standing as a “party aggrieved”¹⁵¹ to bring the Proposed Claims on behalf of itself. HMIT also argues that it has standing under Delaware trust law to bring a

¹⁵⁰ *See* Proposed Complaint, ¶ 26.

¹⁵¹ Proposed Complaint, ¶7.

derivative action on behalf of the Claimant Trust, and that it not only has standing to bring the Proposed Claims derivatively on behalf of the Reorganized Debtor under the Plan, but it is the best party to do so.

1. The Different Types of Standing: Constitutional Versus Prudential

The parties are addressing two concepts of standing that can sometimes be confused and misapplied by both attorneys and judges: *constitutional Article III standing*, which implicates federal court subject matter jurisdiction,¹⁵² and the narrower standing concept of *prudential standing*, which does not implicate subject matter jurisdiction but nevertheless might prevent a party from having capacity to sue, pursuant to limitations set by courts, statutes or other law.

Article III constitutional standing works as follows: a plaintiff, as the party invoking federal jurisdiction, bears the burden of establishing three elements: (1) that he or she suffered an injury in fact that is concrete, particularized, and actual or imminent—not conjectural or hypothetical, (2) that there is a causal connection between the injury and the conduct complained of, and (3) it must be likely, not speculative, that the injury will be redressed by a favorable decision.¹⁵³ “If the plaintiff does not claim to have suffered an injury that the defendant caused and the court can remedy, there is no case or controversy for the federal court to resolve.”¹⁵⁴ These elements ensure that a plaintiff has “such a personal stake in the outcome of the controversy” as to warrant his invocation of federal-court jurisdiction and to justify exercise of the court’s remedial powers on his behalf.”¹⁵⁵

¹⁵² Article III, Section 2 of the U.S. Constitution gives federal courts jurisdiction over enumerated cases and controversies.

¹⁵³ See *Thole v. U.S. Bank, N.A.*, 140 S.Ct. 1615, 1618 (2020)(citing the Supreme Court’s seminal case on the tripartite test for Article III constitutional standing, *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560-61 (1992), where the Supreme Court stated that “the irreducible constitutional minimum of standing contains [the] three elements”); see also *Spokeo*, 578 U.S. at 338; *Abraugh v. Altimus*, 26 F.4th 298, 302 (5th Cir. 2022) (citing *id.*).

¹⁵⁴ *Transunion LLC v. Ramirez*, 141 S.Ct. 2190, 2203 (2021)(cleaned up).

¹⁵⁵ *Warth v. Seldin*, 422 U.S. 490, 498-99 (1975) (quoting *Baker v. Carr*, 369 U.S. 186, 204 (1962)).

Apart from this minimal constitutional mandate, courts and statutes have set other limits on the class of persons who may seek judicial remedies—and this is the concept of prudential standing. In its recent opinion in *Abraugh v. Altimus*,¹⁵⁶ the Fifth Circuit set forth a detailed analysis of the two types of “standing,” noting that the term “standing” is often “misused” in our legal system, which has led to confusion for both attorneys and judges.¹⁵⁷ The constitutional standing that is necessary for a court to exercise subject matter jurisdiction is broader than prudential standing and is only the first hurdle a party must clear before pursuing a claim in federal court.

The Fifth Circuit explained that *in addition to* Article III constitutional standing, “courts have occasionally articulated other ‘standing’ requirements that plaintiffs must satisfy under certain conditions, *beyond those imposed by Article III*,”¹⁵⁸ such as the “standing” requirement that might be imposed by a statute or by jurisprudence. The *Abraugh* case was a perfect example of the latter.

Abraugh involved the civil rights statutes that provide, among other things, that “a party must have standing under the state wrongful death or survival statutes to bring [a § 1983 cause of action]” and noted that these statutes impose additional “standing” requirements that are a matter of prudential standing, not constitutional standing.¹⁵⁹ In *Abraugh*, the Fifth Circuit reversed and remanded a district court’s dismissal of a § 1983 civil rights cause of action—noting that the district court had stated that it was dismissing based on a “lack of subject matter jurisdiction” because the plaintiff in that action lacked standing.¹⁶⁰ The plaintiff was the mother of a prisoner

¹⁵⁶ 26 F.4th 298.

¹⁵⁷ *Id.* at 303.

¹⁵⁸ *Id.* at 302 (emphasis added).

¹⁵⁹ *Id.* at 302-303.

¹⁶⁰ *Id.* at 301.

who died by suicide while in custody who brought a § 1983 action against Louisiana correctional officers and officials. After finding that the plaintiff/mother lacked standing under Louisiana’s wrongful death and survival statutes (because there had been a surviving child and wife of the prisoner who were the proper parties with capacity to sue), the district court held that it was dismissing for lack of subject matter jurisdiction. The Fifth Circuit pointed out that the plaintiff/mother may have lacked standing under Louisiana’s wrongful death and survival statutes to bring the claim under § 1983, but that type of standing was matter of *prudential* standing, and the plaintiff/mother actually *did* have *Article III* constitutional standing (“a constitutionally cognizable interest in the life of her son”).¹⁶¹ Thus, the district court’s error was *not* in finding that the plaintiff/mother lacked prudential standing but in improperly conflating the two standing concepts when it held that it had lacked *subject matter jurisdiction* to consider any of the plaintiff’s/mother’s amended complaints.¹⁶² The Fifth Circuit noted specifically that¹⁶³

prudential standing does not present a jurisdictional question, but “a merits question: who, according to the governing substantive law, is entitled to enforce the right?” As the Federal Rules of Civil Procedure make clear, “an action must be prosecuted in the name of the real party in interest.” FED. R. CIV. P. 17(a)(1). And a violation of this rule is a failure of “prudential” standing. “Not one of our precedents holds that the inquiry is jurisdictional.” It goes only to the validity of the cause of action. And “the absence of a valid . . . cause of action does not implicate subject-matter jurisdiction.”

Somewhat relevant to this prudential standing discussion is the fact that, in this bankruptcy case, there have been dozens of appeals of bankruptcy court orders by Dondero and Dondero-related entities. In connection therewith, both the district court and the Fifth Circuit, in evaluating the *appellate standing* of the appellants, have taken pains to distinguish between the concepts of:

¹⁶¹ *Id.*

¹⁶² *Id.* at 301, 303-304. The Fifth Circuit opined that “the district court did not err in describing [the mother’s] inability to sue under Louisiana law as a defect of ‘standing[, b]ut it is a defect of prudential standing, not Article III standing” thus technically not implicating the federal court’s subject matter jurisdiction. *Id.* at 303.

¹⁶³ *Id.* at 304 (cleaned up).

(a) traditional, constitutional standing, and (b) a type of prudential standing known as the “person aggrieved” test, which is applied in the Fifth Circuit in determining whether a party has *standing to appeal a bankruptcy court order*—which it describes as a narrower and “more exacting” standard than constitutional standing. As explained in a Fifth Circuit opinion addressing the standing of a Dondero-related entity called NexPoint to appeal bankruptcy court orders allowing professional fees, the “person aggrieved” standard that is typically applied to ascertain bankruptcy *appellate* standing originated in a statute in the Bankruptcy Act. The Fifth Circuit continued to apply it after Congress removed the provision when it enacted the Bankruptcy Code in 1978.¹⁶⁴ Because it is narrower and “more exacting” than the test for Article III constitutional standing, it involves application of prudential standing considerations.¹⁶⁵ The Fifth Circuit describes the “person aggrieved” test for bankruptcy appellant standing as requiring that an appellant show that it was “*directly and adversely affected pecuniarily* by the order of the bankruptcy court,” requiring “a higher causal nexus between act and injury than traditional standing . . . that best deals with the unique posture of bankruptcy actions.”¹⁶⁶ In affirming the district court’s dismissal of NexPoint’s appeal of the bankruptcy court’s fee orders, due to NexPoint’s lack of prudential standing under the “person aggrieved” test, the court rejected NexPoint’s argument that it had standing to appeal

¹⁶⁴ *NexPoint Advisors, L.P. v. Pachulski Stang Ziehl & Jones, L.L.P. (In re Highland Capital Management, L.P.)*, No. 22-10575, 2023 WL 4621466, *2 (5th Cir. July 19, 2023)(citing *In re Coho Energy Inc.*, 395 F.3d 198, 202 (5th Cir. 2004)(cleaned up)).

¹⁶⁵ *Id.* at *1, **4-6 (where the Fifth Circuit repeatedly throughout its opinion refers to the “person aggrieved” test for standing in bankruptcy actions as a test for “prudential standing.”); *see also Dondero v. Highland Capital Mgt., L.P.*, Civ. Act. No. 3:20-cv-3390-X, 2002 WL 837208 (N.D. Tex. Mar. 18, 2022)(where the district court, in addressing Dondero’s standing to appeal a bankruptcy court order approving a Rule 9019 settlement (between Highland and Acis Capital Management GP LLC), notes that “[i]t is substantially more difficult to have standing to appeal a bankruptcy court’s order than it is to pursue a typical complaint under Article III of the U.S. Constitution” and that “the Fifth Circuit has long recognized that bankruptcy cases’ wide-reaching scope calls for a more stringent standing test.”).

¹⁶⁶ *See id.* at *3 (cleaned up). The court quotes its 2018 opinion in *Matter of Technicool Sys., Inc. (In re Technicool)*, 896 F.3d 382, 385 (5th Cir. 2018), which explains why the “person aggrieved” prudential standing standard is applied in bankruptcy actions: “Bankruptcy cases often involve numerous parties with conflicting and overlapping interests. Allowing each and every party to appeal each and every order would clog up the system and bog down the courts. Given the specter of such sclerotic litigation, standing to appeal a bankruptcy court order is, of necessity, *quite limited.*” *Id.* (cleaned up).

because “it meets traditional Article III standing requirements [and that the more exacting] prudential standing considerations such as the ‘person aggrieved’ standard” did not survive the Supreme Court’s 2014 *Lexmark*¹⁶⁷ opinion,¹⁶⁸ which addressed standing issues in the context of false advertising claims under the Lanham Act and reminded that courts may not “limit a cause of action that Congress has created merely because ‘prudence’ dictates.”¹⁶⁹ The Fifth Circuit held that the Supreme Court’s reminder in *Lexmark* did not nullify the “person aggrieved” test for prudential standing in bankruptcy appeals, citing its own decision in *Superior MRI Services Inc. v. Alliance Healthcare Services, Inc.*¹⁷⁰ (rendered a year after *Lexmark* was decided), in which it held that *Lexmark* applied only to the circumstances of that case, “rather than broadly modifying—or undermining—all prudential standing concerns, such as the one animating the ‘person aggrieved’ standard in bankruptcy appeals.”¹⁷¹

Similarly, in yet another appeal in this bankruptcy case involving three Dondero-related entities as appellants (NexPoint, Dugaboy, and HCMFA)—this one an appeal of a bankruptcy court order authorizing the creation of an indemnity subtrust and entry into an indemnity trust agreement—the district court noted the parties’ confusion about the standing issue, as exemplified in the parties’ reference to constitutional standing when they were actually arguing that they had prudential standing under the “person aggrieved” test: “Although the parties frame this issue as one of constitutional standing . . . they cite case law and present arguments about the prudential

¹⁶⁷ *Lexmark Int’l, Inc. v. Static Control Components, Inc.*, 572 U.S. 118 (2014).

¹⁶⁸ *Id.* at *2.

¹⁶⁹ *See id.* at *4 (cleaned up).

¹⁷⁰ 778 F.3d 502 (5th Cir. 2015).

¹⁷¹ *NexPoint*, 2023 WL 4621466 at *4 (cleaned up). The Fifth Circuit explicitly stated that “*Lexmark* does not expressly reach prudential concerns in bankruptcy appeals and brought no change relevant here.” *Id.* at *5 (cleaned up).

standing requirement embodied in the ‘person aggrieved’ test.”¹⁷² The district court noted that it had an “independent obligation to consider constitutional standing before reaching its prudential aspects.”¹⁷³ The district court dismissed the appeal as to Dugaboy and HCMFA for lack of standing but, upon concluding that NexPoint did have standing, dismissed the appeal as to it on the merits. The Fifth Circuit affirmed.¹⁷⁴ Interestingly, the court noted that, while the parties did not contest the district court’s determination that NexPoint had standing to pursue the appeal, it “may consider prudential standing issues *sua sponte*.”¹⁷⁵ In doing so, the Fifth Circuit recognized the distinction between constitutional standing and the prudential “person aggrieved” test applied to bankruptcy appeals, which “is, of necessity, quite limited” and “an even more exacting standard than traditional constitutional standing,” as it requires an appellant to show that it is “directly, adversely, and financially impacted by a bankruptcy order.”¹⁷⁶

In summary, in analyzing whether HMIT would have standing to bring the Proposed Claims, this court must **first** determine whether HMIT would have constitutional standing under Article III (which is a subject matter jurisdiction hurdle) and, assuming it does, then **additionally** address whether HMIT would also have prudential standing (i.e., capacity to sue) pursuant to any applicable statutes (e.g., Delaware statutes), jurisprudence, or other substantive law that might **limit** who may sue. Notwithstanding HMIT’s argument that it has standing under the “person

¹⁷² *Highland Capital Mgt. Fund Advisors, L.P. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, Civ. Act. No. 3:21-cv-1895-D, 2022 WL 270862, *1 (N.D. Tex. Jan. 18, 2022)(cleaned up). The district court dismissed the appeals of two of the appellants, Dugaboy and HCMFA, finding that they lacked both constitutional standing and prudential standing under the “person aggrieved” test and affirmed the bankruptcy court’s order after finding the third appellant, NexPoint, to have prudential standing under the “person aggrieved” test. *Id.* at **1-3 and *4.

¹⁷³ *Id.* at *1 n.2.

¹⁷⁴ *Highland Capital Mgt. Fund, L.P. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, 57 F.4th 494 (5th Cir. 2023).

¹⁷⁵ *Id.* at 501 (cleaned up).

¹⁷⁶ *Id.*

aggrieved” test¹⁷⁷—which, as discussed above, is a matter of prudential standing—this is applied only in the context of bankruptcy *appellate* matters.¹⁷⁸ As noted in its most recent opinion discussing standing in an appeal from the Highland bankruptcy case, the Fifth Circuit reiterated that the “person aggrieved” test is a test for bankruptcy *appellate* standing, which is narrower than a party in interest’s right to be heard in bankruptcy cases in general.¹⁷⁹ The court rejected an argument that Bankruptcy Code § 1109, which provides that “[a] party in interest . . . may raise and may appear and be heard on any issue in a case under this chapter” confers *appellate* standing, noting that “one’s standing to appear and be heard before the bankruptcy court [is] a concept distinct from standing to appeal the merits of a decision” and that the “person aggrieved” test for bankruptcy appellate standing is narrower than the test for determining one’s standing to appear and be heard in a bankruptcy proceeding.¹⁸⁰

Thus, the court will now analyze whether HMIT would, at a minimum, have constitutional standing to bring the Proposed Claims.

2. HMIT Would Lack Article III Constitutional Standing to Bring the Proposed Claims.

As noted above, the Supreme Court and the Fifth Circuit have made clear that constitutional standing is necessary for a court to exercise subject matter jurisdiction. It is only the first hurdle a party must clear before pursuing a claim in federal court. HMIT, as plaintiff, would bear the

¹⁷⁷ HMIT insists that it has constitutional standing to bring claims on its individual behalf “as an aggrieved party.” See Reply, ¶ 7.

¹⁷⁸ HMIT’s argument in this matter that it has constitutional standing because it is a “party aggrieved” incorrectly conflates the prudential bankruptcy appellate “person aggrieved” test with the broader test that is applied to constitutional standing. The court is not being critical of this mistake. As noted at *supra* note 149, the Fifth Circuit in *Abraugh* pointed out that courts and attorneys alike have created confusion by misusing the term “standing” when they equate a lack of “standing,” in all instances, with a lack of subject matter jurisdiction, even when the party is found to lack only prudential standing. Thus, HMIT is not alone in its confusion over the two different concepts of standing.

¹⁷⁹ See *NexPoint*, 2023 WL 4621466 at *6.

¹⁸⁰ *Id.* at *6 (cleaned up)(“Because Section 1109(b) expands the right to be heard [in a bankruptcy proceeding] to a wider class than those who qualify under the ‘person aggrieved’ standard, courts considering the issue have concluded that merely being a party in interest is insufficient to confer *appellate* standing.”)(emphasis added).

burden of establishing: (1) that it suffered an injury in fact that is concrete, particularized, and actual or imminent—not conjectural or hypothetical, (2) that there is a causal connection between the injury and the conduct complained of, and (3) it must be likely, not speculative, that the injury will be redressed by a favorable decision.¹⁸¹

Concrete and Particularized; Actual or Imminent. As the Supreme Court made clear in the *Lujan* case, the injury in fact element requires a showing that the injury was “concrete and particularized” and “actual or imminent, not conjectural or hypothetical.”¹⁸² The Supreme Court in the *Spokeo* case expounded on the “concrete and particularized” requirements of the “injury in fact” element. Particularization requires a showing that the injury “must affect the plaintiff in a personal and individual way,” but while particularization is necessary, it alone is “not sufficient,” because an injury in fact must also be “concrete.”¹⁸³ And, concreteness is “quite different from particularization.”¹⁸⁴ A “concrete” injury must be “real,” and “not abstract,” though it does not mean that the injury must be “tangible,” as the injury can be intangible and nevertheless be concrete.¹⁸⁵ In addition to the concreteness and particularization requirements, an injury in fact must be “actual or imminent” such that “allegations of injury that is merely conjectural or hypothetical do not suffice to confer standing.”¹⁸⁶ “Although imminence is concededly a somewhat elastic concept, it cannot be stretched beyond its purpose, which is to ensure that the alleged injury is not too speculative for Article III purposes—that the injury is *certainly*

¹⁸¹ See *supra* note 153.

¹⁸² *Lujan*, 504 U.S. at 560 (cleaned up).

¹⁸³ *Spokeo*, 578 U.S. at 339.

¹⁸⁴ *Id.* at 340.

¹⁸⁵ *Id.*

¹⁸⁶ *Little v. KPMG LLP*, 575 F.3d 533, 540 (5th Cir. 2009).

impending”; “allegations of *possible* future injury are not sufficient.”¹⁸⁷

Traceability - Causal Connection. As to the second element—that the injury was caused by the defendant—the Supreme Court in *Lujan* further described it as requiring a showing that “the injury has to be fairly traceable to the challenged action of the defendant.”¹⁸⁸ The “fairly traceable” test requires an examination of “the causal connection between the assertedly unlawful conduct and the alleged injury.”¹⁸⁹

Redressability. The third element—redressability—requires the court to examine the connection “between the alleged injury and the judicial relief requested.”¹⁹⁰ “Relief that does not remedy the injury suffered cannot bootstrap a plaintiff into federal court.”¹⁹¹ “[A] court must determine that there is an available remedy which will have a ‘substantial probability’ of redressing the plaintiff’s injury.”¹⁹²

The Claims Purchasers argue that HMIT lacks constitutional standing to pursue the claims asserted in the Proposed Complaint because: (i) neither HMIT nor the Bankruptcy Estate was injured by the Claim Purchasers’ acquisition of the claims; and (ii) the Proposed Complaint lacks a theory of cognizable damages to the Reorganized Debtor, the Claimant Trust, and/or the beneficiaries of the Claimant Trust.¹⁹³

¹⁸⁷ *Clapper v. Amnesty Intern. USA*, 568 U.S. 398, 409 (2013)(cleaned up); *see also Abdullah v. Paxton*, 65 F.4th 204, 208 (5th Cir. 2023)(“[Injury] cannot be speculative, conjectural, or hypothetical [and] [a]llegations of only a ‘possible’ future injury similarly will not suffice.”)(cleaned up).

¹⁸⁸ *Lujan*, 504 U.S. at 560-61 (cleaned up).

¹⁸⁹ *Allen v. Wright*, 468 U.S. 737, 753 n. 19 (1984).

¹⁹⁰ *Id.* (noting “it is important to keep the [‘fairly traceable’ and ‘redressability’] inquiries separate if the ‘redressability’ component is to focus on the requested relief.”).

¹⁹¹ *Steel Co. v. Citizens for a Better Env’t*, 523 U.S. 83, 107 (1998).

¹⁹² *City of Los Angeles v. Lyons*, 461 U.S. 95, 129 n.20 (1983)(Marshall, J., dissenting)(cleaned up); *see also Ondrusek v. U.S. Army Corps of Engineers*, Civ. Act. No. 3:22-cv-1874-N, 2023 WL 2169908, at *5 (“Plaintiffs have not demonstrated that any available remedy would be sufficiently likely to relieve their alleged economic losses. Without a showing of redressability, those harms also cannot support Plaintiff’s Article III standing.”).

¹⁹³ As noted earlier, certain of the Proposed Defendants—the Highland Parties—do not focus on HMIT’s lack of constitutional standing to pursue the Proposed Claims against them, but on its lack of prudential standing under

The court agrees with the Claims Purchasers' argument here. What is HMIT's concrete and particularized injury—that is “real” and is not abstract? That is not conjectural or hypothetical? That is actual or imminent?

Recall that, under the Plan, HMIT holds a Class 10 contingent interest in the Claimant Trust that only realizes value if all creditors are paid in full with interest. HMIT alleges the following injury: it has suffered a devaluation of its invested Contingent Claimant Trust Interest by virtue of the alleged over-compensation of Seery as the Claimant Trustee—Seery's alleged over-compensation depletes the assets in the Claimant Trust available for distribution to creditors under the Plan, such that there is less likely a chance that HMIT ultimately receives any distributions on account of its Class 10 Contingent Claimant Trust Interest.¹⁹⁴ Yet, HMIT testified, through both witnesses Dondero and Patrick, that it had no personal knowledge of what Seery's actual compensation is under the CTA at the time HMIT filed its Motion for Leave. It was clear that HMIT's allegations regarding Seery's “excessive” compensation were based entirely on Dondero's pure speculation. In reality, Seery's base salary is exactly what the bankruptcy court approved during the bankruptcy case by a court order (after negotiations between Seery and the Committee). The CTA now further governs his compensation. The CTA, which was publicly filed *in advance of* the Plan confirmation hearing and approved by this court as part of the Plan

applicable law. Because constitutional standing is a matter of subject matter jurisdiction, the court has an independent duty to determine whether HMIT would have constitutional standing to pursue the Proposed Claims in federal court. The issue cannot be forfeited or waived by a party. *See Abraugh v. Y & H Corp.*, 546 U.S. 500, 514 (2006) (“[S]ubject-matter jurisdiction, because it involves a court's power to hear a case, can never be forfeited or waived. Moreover, courts . . . have an independent obligation to determine whether subject-matter jurisdiction exists, even in the absence of a challenge from any party.”)(cleaned up); *Abraugh*, 26 F.4th at 304 (“It is our constitutional duty, of course, to decline subject matter jurisdiction where it does not exist—and that is so whether the parties challenge Article III standing or not.”)(cleaned up).

¹⁹⁴ At the June 8 Hearing, HMIT's counsel was unable to identify any other injury HMIT has alleged to have suffered. HMIT's counsel acknowledged that claims trades, in and of themselves, would not “involve injury to the Reorganized Debtor and to the Claimant Trust” and that claims trades are “normally outside the purview of the bankruptcy court” but that “[h]ere, we have alleged . . . injury [that] takes the form of unearned excessive fees that Mr. Seery has garnered as a result of his relationship and arrangements, as we have alleged, with the Claims Purchasers.” June 8 Hearing Transcript, 67:16-68:8. HMIT can only point to Seery's excess compensation as injury.

(which has been affirmed by the Fifth Circuit), specifically provides that Seery’s post-Effective Date compensation would include a “Base Salary” (again, same as during the bankruptcy case), a “success fee,” and “severance.”¹⁹⁵ The CTA discussed the role of the Committee and then the CTOB in setting the success fee and severance and the like. A fully executed copy of the CTA was admitted into evidence at the June 8 Hearing. HMIT is essentially arguing that its injury (i.e., diminished likelihood of realizing value on its Contingent Claimant Trust Interest) stems from a court-sanctioned and creditor-approved process for approving compensation to Seery. Moreover, HMIT has failed to plead facts sufficient to show that, even if Seery received excessive compensation and that compensation is ordered to be returned, HMIT’s Contingent Claimant Trust Interest will ever vest. The district court and the Fifth Circuit in various appeals by Dugaboy, another Dondero-related entity that, similar to HMIT, was a holder of a limited partnership interest in Highland whose interests were terminated as of the Effective Date of the Plan in exchange for a Contingent Claimant Trust Interest, have repeatedly rejected Dugaboy’s claims to have standing based on the *speculative nature of its alleged injuries as a contingent beneficiary of the Claimant Trust under the Plan*. For example, the Fifth Circuit affirmed the district court’s dismissal of an appeal by Dugaboy of the bankruptcy court’s order authorizing the creation of an indemnity subtrust, wherein Judge Fitzwater found that, in addition to lacking prudential standing under the

¹⁹⁵ The Disclosure Statement that was approved by this court, after notice and a hearing, on November 24, 2020, provided that “The salient terms of each Trustee’s employment, including such Trustee’s duties and compensation shall be set forth in the Claimant Trust Agreement” The CTA was part of a Plan Supplement (as amended) that was filed in advance of the confirmation hearing and provided:

Compensation. As compensation for any services rendered by the Claimant Trustee in connection with this Agreement, the Claimant Trustee shall receive compensation of \$150,000 per month (the “Base Salary”). Within the first forty-five days following the Confirmation Date, the Claimant Trustee, on the one hand, and the Committee, if prior to the Effective Date, or the Oversight Board, if on or after the Effective Date, on the other, will negotiate go-forward compensation for the Claimant Trustee which will include (a) the Base Salary, (b) a success fee, and (c) severance.

See Highland Ex. 38, at § 3.13(a)(i).

“person aggrieved” test to appeal the bankruptcy court’s order, Dugaboy lacked constitutional standing “because they have not identified any injury fairly traceable to the Order: *the injuries identified are speculative at best and nonexistent at worst.*”¹⁹⁶ HMIT’s allegations of injury are, without a doubt, “merely conjectural or hypothetical” and are only speculative of possible future injury if its Contingent Claimant Trust Interest ever vests.”¹⁹⁷ The court finds that HMIT would not meet the “concrete and particularized” or the “actual or imminent” requirements for an “injury in fact,” and, thus, would lack constitutional standing to pursue the Proposed Claims.

With regard to the second requirement of constitutional standing—whether HMIT could show “traceability” with respect to the Claims Purchasers and/or Seery (i.e., a “causal connection between the assertedly unlawful conduct and the alleged injury”¹⁹⁸), as noted above, there is only a speculative injury. Even if there is unlawful conduct asserted (i.e., sharing of MNPI to Claims Purchasers who then, as a *quid pro quo*, rubber stamped excessive compensation for Seery), there is nothing other than a hypothetical theory of an alleged injury (i.e., an allegedly less likelihood of a distribution on a Contingent Claimant Trust Interest).

With respect to the third requirement of constitutional standing—whether HMIT can show “redressability” (i.e., that it is likely, not speculative, that the injury can be redressed by a favorable

¹⁹⁶ *Highland Capital Mgt. Fund Advisors, L.P. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, Civ. Act. No. 3:21-cv-1895-D, 2022 WL 270862, *1 n.2 (N.D. Tex. Jan. 28, 2022), *aff’d* 57 F.4th 494 (5th Cir. 2023)(emphasis added); *see also* Judge Scholer’s opinion in *Dugaboy Inv. Tr. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, Civ. Act. No. 3:21-cv-2268-S, 2022 WL 3701720, *3 (N.D. Tex. Aug. 8, 2022)(cleaned up), *aff’d per curiam*, No. 22-10831, 2023 WL 2263022 (5th Cir. Feb. 28, 2023) (where Dugaboy had argued that “*its pecuniary interest is . . . a potential recovery under the Plan as one of Debtor's former equity holders*” and that “it ha[d] standing as a ‘contingent beneficiary’ under the Plan, or a beneficiary who will be entitled to payment after all creditors are paid in full,” and Judge Scholer stated, “This assertion is premised on the assumption that Dugaboy’s 0.1866% pre-bankruptcy limited partnership interest in Debtor—which was extinguished under the Plan—makes it a contingent beneficiary of the creditor trust created under the Plan. . . . [S]uch a ‘speculative prospect of harm is far from a direct, adverse, pecuniary hit’ as required to confer standing.”

¹⁹⁷ *Little v. KPMG LLP*, 575 F.3d 533, 540 (5th Cir. 2009).

¹⁹⁸ *Allen v. Wright*, 468 U.S. 737, 753 n. 19 (1984).

decision), there are multiple problems here.¹⁹⁹ The major remedy sought here is the equitable disallowance of the allowed Purchased Claims (and disgorgement and/or constructive trust of amounts paid or owed to the Claim Purchasers on account of their claims). There is no such remedy available here. As noted earlier, there is a similar concept of *equitable subordination* of a claim to another claim, or of an interest to another interest, pursuant to Bankruptcy Code section 510(c). But under the literal terms of section 510(c), *claims cannot be subordinated to interests*. Moreover, the Fifth Circuit noted in the *Mobile Steel* case,²⁰⁰ that *equitable disallowance* of a claim (as opposed to equitable subordination of a claims) is not an available remedy. Bankruptcy Code section 502(b)(1) and the Fifth Circuit’s *Lothian Oil* case might permit “recharacterization” of a claim from debt to equity in certain circumstances—but not based on inequitable conduct but rather on the nature of a financial transaction. In any event, here, the claims have already been adjudicated and allowed (some after mediation, and all after Rule 9019 settlement orders). The only way to reconsider a claim in a bankruptcy case that has already been allowed is through Bankruptcy Code section 502(j) (“A claim that has been allowed or disallowed may be reconsidered for cause. . . according to the equities of the case.”). As noted earlier, the problem here is that Bankruptcy Rule 9024 provides that a motion for “reconsideration of an order allowing or disallowing a claim against the estate *entered without a contest* is not subject to the one year limitation prescribed in Rule 60(c)” (emphasis added). As further noted earlier, here there was most definitely a “contest” with regard to all of these purchased claims. ***Thus, it would appear***

¹⁹⁹ See *supra* notes 182-184 and accompanying text. The court will note that, as discussed *supra* note 141 and pages 71-72, the remedy of equitable subordination (as to the Claims Purchasers) would not redress HMIT’s alleged injury (because equitable subordination of claims to interests is not an available remedy in the Fifth Circuit and thus subordination of the Purchased Claims to other claims would not change HMIT’s distributions from the Claimant Trust, if any), and because outright disallowance of all or part of the already allowed Purchased Claims is not an available remedy either, HMIT would not be able to meet the “redressability” requirement with respect to the Claims Purchasers.

²⁰⁰ *In re Mobile Steel Co., Inc.*, 563 F.2d 692 (5th Cir. 1977).

that any effort to have a court reconsider and potentially disallow these claims pursuant to section 502(j) is untimely—as it has been well beyond a year since they were allowed.

3. HMIT Would Also Lack Prudential Standing to Bring the Proposed Claims.

Even if HMIT would have constitutional standing to bring the Proposed Claims in an adversary proceeding filed in the bankruptcy court, the Proposed Claims would still be barred if HMIT would lack prudential standing to bring them under applicable state or federal law. HMIT argues that it does have prudential standing under both federal bankruptcy law and Delaware law to pursue the Proposed Claims derivatively and also to bring the Proposed Claims in its individual capacity.

With regard to “federal bankruptcy law,” HMIT argues that it has standing pursuant to: (a) Rule 23.1 of the Federal Rules of Civil Procedure, pertaining to derivative actions, which “applies to this proceeding pursuant to” Rule 7023.1 of the Federal Rules of Bankruptcy Procedure, and (b) *Louisiana World Exposition v. Federal Insurance Co. (“LWE”)*,²⁰¹ the Fifth Circuit’s leading case addressing when a creditors committee may be granted standing to bring causes of action on behalf of a bankruptcy estate. But, federal bankruptcy law does not confer standing *where the plaintiff otherwise lacks standing under applicable state law*. In other words, whether HMIT would have prudential standing to sue under Delaware law is dispositive of the issue, regardless of the forum. Rule 23.1 “speaks only to the adequacy of the . . . pleadings,” and “cannot be understood to ‘abridge, enlarge, or modify any substantive right,’”²⁰² including a right (or lack thereof) to bring a derivative action under the substantive law of Delaware. Additionally, HMIT’s reliance on *LWE* is misplaced: *LWE* permits creditors, in certain circumstances *during* a bankruptcy case, to “file

²⁰¹ 858 F.2d 233 (5th Cir. 1988).

²⁰² *Kamen v. Kemper Fin. Servs., Inc.*, 500 U.S. 90, 96 (1991)(quoting 28 U.S.C. § 2072(b)).

suit on behalf of a debtor-in-possession or a trustee”²⁰³ and does not apply to a party’s right to sue, derivatively, on behalf of the Reorganized Debtor or any entity that is the assignee of the former bankruptcy estate’s assets. Upon confirmation of the Plan, the bankruptcy estate of Highland ceased to exist,²⁰⁴ Highland is no longer a debtor-in-possession but a reorganized debtor, and the Claimant Trust is a new entity created under the Plan and Claimant Trust Agreement. Even if *LWE* did apply in this *post*-confirmation context, it supports the application of Delaware law to the issue of prudential standing and does not supersede state-law requirements for standing. In *LWE*, before addressing the requirements a creditors’ committee must meet to sue derivatively on behalf of a bankruptcy estate as a matter of federal bankruptcy law, the Fifth Circuit conducted a lengthy analysis to determine “as a threshold issue” whether the creditors’ committee in that case could assert its claims under Louisiana law.²⁰⁵ The court specifically addressed whether the creditors’ committee could pursue a derivative action under Louisiana law and concluded that “there is no bar in Louisiana law to actions brought by or in the name of a corporation against the directors and officers of the corporation which benefit only the creditors of the corporation; indeed, Louisiana law specifically recognizes such actions.”²⁰⁶ So, even under *LWE* (which the court does not think applies in this post-confirmation context), if HMIT would be barred from bringing a derivative action on behalf the Reorganized Debtor or Claimant Trust under state law, the analysis stops there.²⁰⁷ Thus, the court looks to Delaware law to determine if HMIT would have prudential standing to pursue the derivative claims on behalf the Reorganized Debtor and the Claimant Trust.

²⁰³ *LWE*, 858 F.2d at 247.

²⁰⁴ See *In re Craig’s Stores*, 266 F.3d 388, 390 (5th Cir. 2001).

²⁰⁵ *LWE*, 858 F.2d at 236-45.

²⁰⁶ *Id.* at 243.

²⁰⁷ See *In re Dura Automotive Sys., LLC*, No. 19-123728 (Bankr. D. Del. June 10, 2020), Docket No. 1115 at 46 (where the Delaware bankruptcy court denied the creditors’ committee standing to sue derivatively on behalf of a Delaware LLC because the committee lacked standing under the Delaware LLC Act, stating, “To determine that the third party

HMIT acknowledges that both the Reorganized Debtor and the Claimant Trust are organized under Delaware law, and thus the cause of action against Seery alleging breach of fiduciary duties to the Reorganized Debtor and the Claimant Trust are governed by Delaware law under the “Internal Affairs Doctrine.”²⁰⁸ In addition, because HMIT’s breach of fiduciary duties claim is governed by Delaware law, its aiding and abetting theory of liability as to the Claims Purchasers is also governed by Delaware law.²⁰⁹ For the reasons set forth below, the court finds that HMIT would lack prudential standing under Delaware law to bring the claims set forth in the Proposed Complaint, derivatively, on behalf of either the Claimant Trust or the Reorganized Debtor.

- a) First, HMIT Would Lack Prudential Standing Under Delaware Law to Bring Derivative Actions on behalf of the Claimant Trust.

The Claimant Trust is a Delaware statutory trust governed by the Delaware Statutory Trust Act, 12 Del. C. §§ 3801–29,²¹⁰ and “to proceed derivatively against a Delaware statutory trust, a plaintiff has the burden of satisfying the continuous ownership requirement” such that “the plaintiff must be a beneficial owner” continuously from “the time of the transaction of which the plaintiff complains” through “the time of bringing the action.”²¹¹ This requirement is “mandatory and exclusive” and only “a beneficial owner” “has standing to bring a derivative claim on behalf of the

may bring the claim under the derivative basis and, thus, step into the shoes of the debtor to pursue them, the Court must look to the law of the debtors’ state of incorporation or formation.”).

²⁰⁸ Motion for Leave, ¶ 21 and n.24; *see also* Plan Art. XII.M (“corporate governance matters . . . shall be governed by the laws of the state of organization” of the respective entity); *Sagarra Inversiones, S.L. v. Cementos Portland Valderrivas, S.A.*, 34 A.3d 1074, 1081–82 (Del. 2011) (“In American corporation law, the internal affairs doctrine is a dominant and overarching choice of law principle.”). The Reorganized Debtor and the Claimant Trust are both organized under the laws of Delaware.

²⁰⁹ *See Xtreme Power Plan Tr. v. Schindler (In re Xtreme Power)*, 563 B.R. 614, 632, 645 (Bankr. W.D. Tex. 2016) (applying Delaware law to claim for aiding and abetting breach of fiduciary duty involving Delaware corporation headquartered in Texas).

²¹⁰ *See* Proposed Complaint, ¶ 26.

²¹¹ *Hartsel v. Vanguard Grp., Inc.*, 2011 WL 2421003, at *19 n.123 (Del. Ch. June 15, 2011), *aff’d* 38 A.3d 1254 (Del. 2012); 12 Del C. § 3816(b).

Trust.”²¹² The Highland Parties argue that HMIT is not a “beneficial owner” of the Claimant Trust and, therefore, would lack standing to bring derivative claims on behalf of the Claimant Trust. HMIT argues to the contrary: that it *is* currently, and was at all relevant times, a “beneficial owner” of the Claimant Trust under Delaware trust law such that it would have standing to bring derivative claims on behalf of the Claimant Trust if it were allowed to proceed with the filing of the Proposed Complaint. The disagreement turns on the nature of HMIT’s interest under the Plan and the Claimant Trust Agreement and whether HMIT, as a holder of such interest, would be considered a “beneficial owner” of the Claimant Trust under Delaware trust law.

As noted, pursuant to the Plan, HMIT’s former limited partnership interest in Highland was cancelled as of the Effective Date in exchange for its pro rata share of a “Contingent Claimant Trust Interest,” as defined under the Plan.²¹³ HMIT argues that its Contingent Claimant Trust Interest makes it a contingent beneficiary of the Claimant Trust, which makes it a present “beneficial owner” under Delaware trust law.

The Highland Parties argue that HMIT is not a “beneficial owner” of the Claimant Trust; rather, the “beneficial owners” of the Claimant Trust are the “Claimant Trust Beneficiaries,”²¹⁴ which are defined in the Plan and the CTA as “the Holders of Allowed General Unsecured Claims” (which are in Class 8 under the Plan) and “Holders of Allowed Subordinated Claims” (which are in Class 9 under the Plan);²¹⁵ HMIT, a holder of a Class 10 interest under the Plan, is neither.

²¹²*In re Nat’l Coll. Student Loan Tr. Litig.*, 251 A.3d 116, 191 (Del. Ch. 2020) (citing *CML V, LLC v. Bax*, 28 A.3d 1037, 1042 (Del. 2011)). HMIT acknowledges this requirement in its Reply: “Delaware statutory trust law provides that a plaintiff in a derivative action on behalf of a trust must be a beneficial owner at the time of the action and at the time of the transaction.” Reply, ¶ 19 (citing 12 Del C. § 3816).

²¹³ See Plan Art. III.H.10 and Art. I.B.44.

²¹⁴ Section 2.8 of the CTA provides, “The Claimant Trust Beneficiaries shall be the sole beneficiaries of the Claimant Trust” HMIT Ex. 26, § 2.8.

²¹⁵ See Plan Art. I.B.44 (“‘Claimant Trust Beneficiaries’ means the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, including, upon Allowance, Disputed General Unsecured Claims and Disputed Subordinated Claims that become Allowed following the Effective Date, and, only upon certification by the

HMIT, as the holder of a “Contingent Claimant Trust Interest,” has only an *unvested* contingent interest in the Claimant Trust and, as such, is not a “beneficial owner” of the Claimant Trust for standing purposes under Delaware trust law. HMIT argues that it “should be treated as a vested Claimant Trust Beneficiary due to [the Proposed Defendants’] wrongful conduct and considering the current value of the Claimant Trust Assets before and after the relief requested herein.”²¹⁶ The court disagrees.

HMIT’s status as a “beneficiary” of the Claimant Trust is defined by the CTA itself, pure and simple. The CTA specifically provides that “Contingent Trust Interests” “shall not have any rights under this Agreement” and will not “be deemed ‘Beneficiaries’ under this Agreement,” “unless and until” they vest in accordance with the Plan and the CTA. It is undisputed that HMIT’s Contingent Trust Interest has not vested under the terms of the Plan and the CTA, and the court does not have the power to equitably deem HMIT’s Contingent Trust Interest to be vested based on HMIT’s unsupported allegation of wrongdoing on the part of Seery, the Claimant Trustee. Thus, the court finds that HMIT is not a “beneficial owner” of the Claimant Trust and, therefore, lacks prudential standing under Delaware law to bring derivative claims on behalf of the Claimant Trust.²¹⁷

Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent all Allowed unsecured Claims, excluding Subordinated Claims, have been paid in full, post-petition interest from the Petition Date at the Federal Judgment Rate in accordance with the terms and conditions set forth in the Claimant Trust Agreement and all Disputed Claims in Class 8 and Class 9 have been resolved, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.”); CTA § 1.1(h). *See also*, CTA, 1 at n.2 (“For the avoidance of doubt, and as set forth in the Plan, Holders of Class A Limited Partnership Interests and Class B/C Limited Partnership Interests will be Claimant Trust Beneficiaries only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent applicable, post-petition interest in accordance with the terms and conditions set forth herein and in the Plan.”). HMIT Ex. 26.

²¹⁶ Proposed Complaint ¶ 24.

²¹⁷ *See Nat’l Coll.*, 251 A.3d at 190–92 (dismissing creditors’ derivative claims because they were not “beneficial owners of the Trusts”); *Hartsel*, 2011 WL 2421003, at *19 n.123 (dismissing derivative claims by investors that “no longer own shares” because “those investors no longer have standing to pursue a derivative claim”).

- b) HMIT Would Likewise Lack Prudential Standing Under Delaware Law to Bring Derivative Actions on behalf of the Reorganized Debtor.

HMIT acknowledges that the Reorganized Debtor, Highland Capital Management, L.P., is a Delaware limited liability partnership governed by the Delaware Limited Partnership Act, 6 Del. C. § 17-101, *et seq.*²¹⁸ To bring “a derivative action” on behalf of a limited partnership, “the plaintiff must be a partner or an assignee of a partnership interest” continuously from “the time of the transaction of which the plaintiff complains” through “the time of bringing the action.”²¹⁹

HMIT is not a partner, general or limited, of the Reorganized Debtor limited partnership. HMIT *was* a limited partner in the original debtor (specifically, a holder of Class B/C Limited Partnership interests in Highland), but that limited partnership interest was extinguished on August 11, 2021 (the Effective Date of the Plan) per the terms of the Plan, and HMIT does not own any partnership interest in the newly created Reorganized Debtor limited partnership.²²⁰ Because HMIT would not hold a partnership interest in the Reorganized Debtor at “the time of bringing the action,” it “lacks derivative standing” to bring claims “on the partnership’s behalf.”²²¹ HMIT likewise cannot satisfy “the continuous ownership requirement”; when HMIT’s limited partnership interest in the original Debtor was cancelled on the Plan’s Effective Date, HMIT “los[t] standing to continue a derivative suit” on behalf of the Debtor.²²² Finally, to the extent HMIT

²¹⁸ Proposed Complaint ¶ 25.

²¹⁹ 6 Del. C. § 17-1002; *see Tow v. Amegy Bank, N.A.*, 976 F. Supp. 2d 889, 904 (S.D. Tex. 2013) (“The [Delaware] partnership act facially bars any party other than a limited partner from suing derivatively. . . . Delaware courts historically have interpreted the provisions as giving the partners exclusive rights to sue for breach of another party’s fiduciary duties to them.”) (quoting *CML V, LLC v. Bax*, 6 A.3d 238, 245 (Del. Ch. 2010), *aff’d* 28 A.3d 1037 (Del. 2011)); *El Paso Pipeline GP Co. v. Brinckerhoff*, 152 A.3d 1248, 1265 n.87 (Del. 2016) (“The statutory foundation for the continuous ownership requirement in the corporate realm is echoed in the limited partnership context.”) (citing 6 Del. C. § 17-211(h)).

²²⁰ *See* Plan Art. IV.A.

²²¹ *Tow*, 976 F. Supp. 2d at 904 (dismissing derivative claims by creditor on behalf of partnership for lack of standing).

²²² *El Paso*, 152 A.3d at 1265 (cleaned up) (dismissing derivative action for lack of standing where plaintiff’s partnership interest was extinguished by a merger transaction); *see also Schmermerhorn v. CenturyTel, Inc. (In re*

seeks to bring a “double derivative” action on behalf of the Claimant Trust based on claims purportedly held by its wholly owned subsidiary, the Reorganized Debtor, HMIT lacks standing. A “double derivative” action is a suit “brought by a shareholder of a parent corporation to enforce a claim belonging to a subsidiary that is either wholly owned or majority controlled.”²²³ And, under Delaware law, “parent level standing is required to enforce a subsidiary’s claim derivatively.”²²⁴ Because HMIT would lack derivative standing to bring claims on behalf of the parent Claimant Trust,²²⁵ it also would lack standing to bring a double derivative action.

c) Finally, HMIT Would Also Lack Prudential Standing under Applicable Law to Bring the Proposed Claims As *Direct* Claims.

HMIT argues that it has “direct” standing to pursue the Proposed Claims on behalf of itself, individually.²²⁶ But just because HMIT asserts that some or even all of the Proposed Claims are direct, not derivative claims, does not make it so: “a claim is not ‘direct’ simply because it is pleaded that way.”²²⁷ Rather, in determining whether claims are direct or derivative, a court must “look at the substance of the Petition, and the nature of the wrongs alleged therein, rather than the Plaintiffs’ characterization.”²²⁸ And, under Delaware law, “whether a claim is solely derivative or

SkyPort Global Commcn’s, Inc.), 2011 WL 111427, at *25–26 (Bankr. S.D. Tex. Jan. 13, 2011) (holding that pre-petition shareholders “lack standing to bring a derivative claim” under Delaware law because they “had their equity interests in the company extinguished pursuant to the merger under the Plan”); *In re WorldCom, Inc.*, 351 B.R. 130, 134 (Bankr. S.D.N.Y. 2006) (“[T]he cancellation of WorldCom shares under the Plan ... prevents the required continuation of shareholder status through the litigation.”) (cleaned up).

²²³ *Lambrecht v. O’Neal*, 3 A.3d 277, 282 (Del. 2010).

²²⁴ *Sagarra*, 34 A.3d at 1079–81 (capitalization omitted) (citing *Lambrecht*, 3 A.3d at 282).

²²⁵ *See supra* pp. 80-82.

²²⁶ *See e.g.*, Motion for Leave ¶ 10 (“HMIT has individual standing to bring this action because Seery owed fiduciary duties directly to HMIT at that time”); *id.* ¶ 67 (arguing that “HMIT has [d]irect [s]tanding”); Proposed Complaint ¶ 24 (“HMIT has constitutional standing and capacity to bring these claims both individually and derivatively.”).

²²⁷ *Schmermerhorn*, 2011 WL 111427, at *26 (quoting *Gatz v. Ponsoldt*, 2004 WL 3029868 at *7 (Del. Ch. Nov. 5, 2004)).

²²⁸ *See id.* (citing *Armstrong v. Capshaw, Goss & Bowers LLP*, 404 F.3d 933, 936 (5th Cir. 2005)); *see also Moore v. Simon Enters., Inc.*, 919 F.Supp. 1007, 1009 (N.D. Tex. 1995)(“The determination of whether a claim is a derivative claim or a direct claim is made by reference to the nature of the wrongs alleged in the complaint, and is not limited by a [party’s] characterization or stated intention.”)(cleaned up).

may continue as a dual-natured claim ‘must turn *solely* on the following questions: (1) who suffered the alleged harm (the corporation or the suing stockholders, individually); and (2) who would receive the benefit of any recovery or other remedy (the corporation or the stockholders, individually)?’²²⁹ “In addition, to prove that a claim is direct, a plaintiff ‘must demonstrate that the duty breached was owed to the stockholder and that he or she can prevail without showing an injury to the corporation.’²³⁰ Similarly, in the bankruptcy context, whether a creditor can assert a claim directly or whether the claim belongs to the estate turns on the nature of the injury for which relief is sought: “[i]f the harm to the creditor comes about only because of harm to the debtor, then its injury is derivative, and the claim is property of the estate,” such that “only the bankruptcy trustee has standing to pursue the claim for the estate”²³¹ “To pursue a claim on its own behalf, a creditor must show this direct injury is not dependent on injury to the estate.”²³²

As a reminder, HMIT argues that the injury it has suffered is a devaluation of its interests in the Claimant Trust by virtue of alleged over-compensation of Seery as the Claimant Trustee. HMIT was unable, when pressed during closing arguments, to identify any other injury. It essentially admitted that the claims trades, in and of themselves, would not have harmed the Claimant Trust, the Reorganized Debtor, or individual stakeholders, including HMIT, *since the Claims Purchasers acquired already allowed unsecured claims, such that the distributions on those claims pursuant to the Plan would be unchanged in the hands of new holders of the claims.*

²²⁹ *El Paso*, 152 A.3d at 1260 (quoting *Tooley v. Donaldson, Lufkin & Jenrette, Inc.*, 845 A.2d 1031, 1033 (Del. 2004)) (emphasis in original).

²³⁰ *Id.* (quoting *Tooley*, 845 A.2d at 1033); see also *Schmermerhorn*, 2011 WL 111427, at *24 (same).

²³¹ *Meridian Cap. CIS Fund v. Burton (In re Buccaneer Res., L.L.C.)*, 912 F.3d 291, 293 (5th Cir. 2019) (citing 11 U.S.C. § 541(a)(1)).

²³² *Id.*; see also *Schertz-Cibolo-Universal City Indep. Sch. Dist. v. Wright (In re Educators Grp. Health Tr.)*, 25 F.3d 1281, 1284 (5th Cir. 1994) (“If a cause of action alleges only indirect harm to a creditor (i.e., an injury which derives from harm to the debtor), and the debtor could have raised a claim for its direct injury under the applicable law, then the cause of action belongs to the estate.”)(citations omitted).

Thus, by its own concessions, any alleged harm to HMIT (through devaluation of assets in the Claimant Trust) “comes about only because of harm to the debtor,” so the alleged “injury is derivative.”²³³ The court concludes that all of the claims set forth in the Proposed Complaint allege derivative claims only, and that none would be direct claims against the Proposed Defendants. Thus, HMIT would lack prudential standing to bring any of the Proposed Claims in the Proposed Complaint, so its Motion for Leave should be denied.

d) Some Final Points Regarding Standing.

In this standing discussion, one should not lose sight of the fact that there are both procedural safeguards in place, as well as certain independent individuals in place with fiduciary duties that might act in the event of any shenanigans regarding Claimant Trust activities. Under section 4.1 of the CTA (approved as part of the Plan process), the CTOB, which includes an independent disinterested member in addition to representatives of the Claims Purchasers,²³⁴ oversees the Claimant Trustee’s performance of his duties, approves his compensation, and may remove him for cause. Moreover, there is a separate “Litigation Trustee” in this case who was brought in, post-confirmation, as an independent fiduciary to pursue claims and causes of action. These independent persons are checks and balances in the post-confirmation wind down of Highland. This is what creditors voted on in connection with the Plan. Seery and the Claims Purchasers are not in sole control of anything. The CTA, as well as Delaware law, very clearly set forth who can bring an action in the event of some colorable claim. This is the reality of prudential

²³³ *Meridian*, 912 F.3d at 293–94 (“The creditors’ injury (reduced bankruptcy recovery) derived from injury to the debtor (the loss of estate assets), so only the estate could sue the third parties.”); *see also El Paso*, 152 A.3d at 1260–61 & n.60 (holding that claim “claims of corporate overpayment are normally treated as causing harm solely to the corporation and, thus, are regarded as derivative”) (collecting cases); *Gerber v EPE Holdings, LLC*, 2013 WL 209658, at *12 (Del. Ch. Jan. 18, 2013) (holding that claims were derivative because plaintiff had “not identified any independent harm suffered by the limited partners”; “the partnership suffered all the harm at issue—it paid too much”).

²³⁴ *See supra* note 23 and accompanying text.

standing. Just as in the *Abraugh* case, where Louisiana law dictated that a mother could not bring a wrongful death case when the deceased prisoner had a surviving wife and child, Delaware law and the CTA dictate here that a contingent beneficiary cannot bring the Proposed Claims here. This is separate and apart from whether the claims are colorable.

C. Are the Proposed Claims “Colorable”?

1. What is the Proper Standard of Review for a “Colorability” Determination?

Although the court has determined that HMIT would *not* have standing (constitutional or prudential) to bring the Proposed Claims, this court will nevertheless evaluate whether the claims—assuming HMIT somehow has standing—might be “colorable.” This, in turn, requires the court to assess what the legal standard is to determine if a claim is “colorable.” As a reminder, the Plan’s Gatekeeper Provision and this court’s prior Gatekeeper Orders entered in January and July 2020 each required that, before a party may commence or pursue claims relating to the bankruptcy case against certain protected parties, it must first obtain a finding from the bankruptcy court that its proposed claims are “colorable.” The Gatekeeper Provision and Gatekeeper Orders did not specifically define “colorable” or what type of legal standard should apply.

HMIT argues that the standard for review to be applied by this court is the same as a simple “plausibility” standard used in connection with a Rule 12(b)(6) motions to dismiss. In other words, the court should simply assess whether the allegations of the Proposed Complaint, taken as true and with all inferences drawn in favor of the movant, state a *plausible* claim for relief (i.e., colorable equals plausible), and that this standard does not allow for the weighing of evidence by the court.²³⁵ The Proposed Defendants, however, argue that the test for colorability should be more

²³⁵ Reply, ¶ 5 (“[T]he determination of ‘colorability’ does not allow the ‘weighing’ of evidence. At most, a Rule 12(b)(6) ‘plausibility’ standard applies.”).

akin to the test applied under the *Barton* doctrine,²³⁶ under which a plaintiff must make a *prima facie* case that a proposed claim against a bankruptcy trustee is “not without foundation.” In this regard, they argue that the court can and should consider evidence outside of the four corners of the complaint—especially since HMIT attached to its Motion for Leave, as “evidence” to support it, two declarations of Dondero (as part of a 350-page attachment) and only attempted to withdraw those declarations after the Highland Parties urged that they be permitted to cross-examine Dondero on them.

This court ultimately determined that the “colorability” standard was somewhat of a mixed question of fact and law and, therefore, the parties could put on evidence at the June 8 Hearing if they so-chose. The court would not require it. It was up to the parties. But, in any event, the Proposed Defendants should have an opportunity to cross-examine Dondero on the statements made in his declarations since the declarations had been filed on the docket and the court had reviewed them at this point. HMIT attempted to withdraw the declarations and any reference to them in the Motion for Leave, by filing redacted versions of the Motion for Leave,²³⁷ less than 72 hours before the June 8 Hearing; however, the redacted versions did not redact any allegations in the Motion for Leave that were purportedly supported by the Dondero declarations. Also, HMIT called Dondero as a direct witness, in addition to calling Seery as an adverse witness at the June 8 Hearing, albeit subject to its running objection to the evidentiary format of the hearing.²³⁸ HMIT also filed a witness and exhibit list attaching 80 exhibits and over 2850 pages of evidence and

²³⁶ *Barton v. Barbour*, 104 U.S. 126 (1881).

²³⁷ Bankr. Dkt. Nos. 3815 and 3816.

²³⁸ See June 8 Hearing Transcript, 7:20-24, 112:11-13.

moved for the admission of those exhibits at the June 8 Hearing (again, subject to its running objection to the evidentiary format of the hearing).²³⁹

In determining what appropriate legal standard applies here in the “colorability” analysis, the context in which the Gatekeeper Provision of the Plan was approved seems very relevant. In determining that the Gatekeeper Provision was legal, necessary, and in the best interest of all of the parties, this court set forth in the Confirmation Order a lengthy discussion of the factual support for it, and made specific findings relating to Dondero’s post-petition litigation and the need for inclusion of the Gatekeeper Provision in the Plan.²⁴⁰ This court observed that “prior to the commencement of the Debtor’s bankruptcy case, and while under the direction of Dondero, the Debtor had been involved in a myriad of litigation, some of which had gone on for years and, in some cases, over a decade” and that “[d]uring the last several months, Dondero and the Dondero Related Entities have harassed the Debtor, which has resulted in further substantial, costly, and time-consuming litigation for the Debtor.”²⁴¹ This court further found that: (1) Dondero’s post-petition litigation “was a result of Dondero failing to obtain creditor support for his plan proposal and consistent with his comments, as set forth in Seery’s credible testimony, that if Dondero’s plan proposal was not accepted, he would ‘burn down the place,’”²⁴² (2) without the Gatekeeper Provision in place, “Dondero and his related entities will likely commence litigation against the Protected Parties after the Effective Date” and that “the threat of continued litigation by Dondero and his related entities after the Effective Date will impede efforts by the Claimant Trust to monetize assets for the benefit of creditors and result in lower distributions to creditors because of

²³⁹ See *Hunter Mountain Investment Trust’s Witness and Exhibit List in Connection with Its Emergency Motion for Leave to File Verified Adversary Proceeding, and Supplement* (“HMIT W&E List”)[Bankr. Dkt. No. 3818] and n.1 thereto; see also June 8 Hearing Transcript, 33:7-10.

²⁴⁰ See Confirmation Order ¶¶ 76-79.

²⁴¹ *Id.* ¶ 77.

²⁴² *Id.* ¶ 78. See *supra* note 12.

costs and distraction such litigation or the threats of such litigation would cause,”²⁴³ and, (3) “unless the [court] approves the Gatekeeper Provision, the Claimant Trustee and the Claimant Trust Oversight Board will not be able to obtain D&O insurance,²⁴⁴ the absence of which will present unacceptable risks to parties currently willing to serve in such roles.” Thus, as set forth in the Confirmation Order, the Gatekeeper Provision (and the Gatekeeper Orders as well, which were approved based on the same concerns regarding the threat of continued litigation by Dondero and his related entities) required Dondero and related entities to make a threshold showing of colorability, noting that the:

Gatekeeper Provision is also within the spirit of the Supreme Court’s “Barton Doctrine.” *Barton v. Barbour*, 104 U.S. 126 (1881). The Gatekeeper Provision is also consistent with the notion of a prefiling injunction to deter vexatious litigants, that has been approved by the Fifth Circuit in such cases as *Baum v. Blue Moon Ventures, LLC*, 513 F.3d 181, 189 (5th Cir. 2008), and *In re Carroll*, 850 F.3d 811 (5th Cir. 2017).²⁴⁵

The Fifth Circuit, in approving the Gatekeeper Provision on appeal, noted that that the Plan injunction and Gatekeeper Provision “screen and prevent bad-faith litigation against Highland Capital, its successors, and other bankruptcy participants that could disrupt the Plan’s effectiveness.”²⁴⁶

Again, the court believes it is appropriate to consider the context in which—and the purpose for which—the Gatekeeper Orders and Gatekeeper Provision were entered in assessing

²⁴³ *Id.*

²⁴⁴ Asd noted at ¶ 79 of the Confirmation Order, the bankruptcy court heard testimony from Mark Tauber, a Vice President with AON Financial Services, the Debtor’s insurance broker (“AON”), regarding his efforts to obtain D&O insurance for the post-confirmation parties implementing the Plan. Mr. Tauber credibly testified that of all the insurance carriers that AON approached to provide D&O insurance coverage after the Effective Date, the only one willing to do so *without an exclusion for claims asserted by Mr. Dondero and his affiliates* required that the Confirmation Order approve the Gatekeeper Provision.

²⁴⁵ *Id.* ¶ 80.

²⁴⁶ *NexPoint Advisors, L.P. v. Highland Cap. Mgmt., L.P. (In re Highland Cap. Mgmt., L.P.)*, 48 F.4th 419, 435 (5th Cir. 2022).

how “colorability” should work here. It seems that applying HMIT’s proposed Rule 12(b)(6) “plausibility” standard would impose no hurdle at all to litigants and would render the threshold for bringing claims under the Gatekeeper Provision and Gatekeeper Orders entirely duplicative of the motion to dismiss standard that every litigant already faces.

The authorities cited by HMIT in support of its argument for applying a Rule 12(b)(6) standard are inapposite. HMIT has cited no authority that addresses the appropriate standard for assessing the “colorability” of claims in the context of a plan gatekeeper provision—specifically, one implemented in response to a demonstrated need to screen and prevent continued bad-faith, harassing litigation against a chapter 11 debtor that would impede the debtor’s implementation of a plan, which is what we have here. HMIT relies on a bevy of cases that include benefits coverage disputes under ERISA, Medicare coverage disputes, and constitutional challenges²⁴⁷—none of which implicate the *Barton* doctrine and vexatious-litigant concerns that were referenced by the court in the Plan as justifications for the gatekeeping provisions at issue here.

In affirming the Plan’s Gatekeeper Provision, the Fifth Circuit stated, “Courts have long recognized bankruptcy courts can perform a gatekeeping function” and noted, by way of example, that “[u]nder the ‘*Barton* doctrine,’ the bankruptcy court may require a party to ‘obtain leave of

²⁴⁷ See *Gonzales v. Columbia Hosp. at Med. City Dallas Subsidiary, L.P.*, 207 F. Supp. 2d 570, 577 (N.D. Tex. 2002) (assessing whether an employee has “a colorable claim to vested benefits” such that the employee may be considered a “participant” under ERISA); *Abraham v. Exxon Corp.*, 85 F.3d 1126, 1129 (5th Cir. 1996) (same); *Panaras v. Liquid Carbonic Indus. Corp.*, 74 F.3d 786, 790 (7th Cir. 1996) (same); *Lake Eugenie Land & Dev., Inc. v. BP Expl. & Prods. (In re Deepwater Horizon)*, 732 F.3d 326, 340 (5th Cir. 2013) (holding that claims administrator incorrectly interpreted class settlement agreement by permitting “claimants [with] no colorable legal claim” to receive awards); *Richardson v. United States*, 468 U.S. 317, 326 n.6 (1984) (discussing whether criminal defendant’s double jeopardy claim was “colorable” such that it could be appealed before final judgments); *Trippodo v. SP Plus Corp.*, 2021 WL 2446204, at *3 (S.D. Tex. June 15, 2021) (assessing whether plaintiff stated a “colorable claim” against proposed additional defendants in determining whether plaintiff could amend complaint); *Reyes v. Vanmatre*, 2021 WL 5905557, at *3 (S.D. Tex. Dec. 13, 2021) (same); *Family Rehab., Inc. v. Azar*, 886 F.3d 496, 504 n.15 (5th Cir. 2018) (assessing whether plaintiff raised a “colorable claim” to warrant the district court’s exercise of jurisdiction over a Medicare coverage dispute); *Am. Med. Hospice Care, LLC v. Azar*, 2020 WL 9814144, at *5 (W.D. Tex. Dec. 9, 2020) (same); *Harry v. Colvin*, 2013 WL 12174300, at *5 (W.D. Tex. Nov. 6, 2013) (considering whether plaintiff asserted a “colorable constitutional claim” such that the court could exercise jurisdiction); *Sabhari v. Mukasey*, 522 F.3d 842, 844 (8th Cir. 2008) (same); *Stanley v. Gonzales*, 476 F.3d 653, 657 (9th Cir. 2007) (same).

the bankruptcy court before initiating an action in district court when the action is against the trustee or other bankruptcy-court-appointed officer, for acts done in the actor’s official capacity.”²⁴⁸ As noted above, the Fifth Circuit found that the Gatekeeper Provision, which “requires that, before any lawsuit is filed, the plaintiff must seek the bankruptcy court’s approval of the claim as ‘colorable’”—*i.e.*, to “screen and prevent bad-faith litigation,”—is “sound.”²⁴⁹

On balance, the court views jurisprudence applying the *Barton* doctrine and vexatious litigant injunctions—while not specifically addressing the “colorability” standard under gatekeeping provisions in a plan²⁵⁰—as more informative on how to approach “colorability” than any of the other authorities presented by the parties. One example is *In re VistaCare Group, LLC*.²⁵¹

In *VistaCare*, the Third Circuit noted that, under the *Barton* doctrine, “[a] party seeking leave of court to sue a trustee must make a prima facie case against the trustee, showing that its claim is not without foundation,” and emphasized that the “not without foundation” standard, while similar to the standard courts apply in evaluating Rule 12(b)(6) motions to dismiss, “involves a greater degree of flexibility” than a Rule 12(b)(6) motion to dismiss because “the bankruptcy court, which given its familiarity with the underlying facts and the parties, is uniquely situated to determine whether a claim against the trustee has merit,” and “is also uniquely situated to determine the potential effect of a judgment against the trustee on the debtor’s estate.”²⁵² To satisfy the “*prima facie* case standard,” “the movant must do more than meet the liberal notice-pleading

²⁴⁸ *Id.* at 438 (cleaned up).

²⁴⁹ *Id.* at 435.

²⁵⁰ The court acknowledges that the *Barton* doctrine itself would not be directly applicable here because HMIT is proposing to bring the Proposed Complaint in the bankruptcy court – the “appointing” court of Seery.

²⁵¹ 678 F.3d 218 (3d Cir. 2012).

²⁵² *Id.* at 232-233 (cleaned up).

requirements of Rule 8.”²⁵³ “[I]f the [bankruptcy] court relied on mere notice-pleading standards rather than evaluating the merits of the allegations, the leave requirement would become meaningless.”²⁵⁴ This court agrees with the notion, that “[t]o apply a less stringent standard would eviscerate the protections” of the Gatekeeper Provision and Gatekeeper Orders.²⁵⁵ The court notes, as well, that courts in the *Barton* doctrine context regularly hold evidentiary hearings on motions for leave to determine if the proposed complaint meets the necessary threshold for pursuing litigation. The Third Circuit in *VistaCare* noted that “[w]hether to hold a hearing [on a motion for leave to bring suit against a trustee] is within the sound discretion of the bankruptcy court,”²⁵⁶ and that “the decision whether to grant leave may involve a ‘balancing of the interests of all parties involved,’” which will ordinarily require an evidentiary hearing.²⁵⁷ The Third Circuit applied “the deferential abuse of discretion standard” in considering whether the bankruptcy court’s granting of leave should be affirmed on appeal.²⁵⁸

²⁵³ *In re World Mktg. Chi., LLC*, 584 B.R. 737, 743 (Bankr. N.D. Ill. 2018) (cleaned up; collecting cases).

²⁵⁴ *Leighton Holdings, Ltd. v. Belofsky (In re Kids Creek Partners, L.P.)*, 2000 WL 1761020, at *2 (N.D. Ill. Nov. 30, 2000).

²⁵⁵ *World*, 584 B.R. at 743 (quoting *Leighton*, 2000 WL 1761020, at *2).

²⁵⁶ *VistaCare*, 678 F.3d at 232 n.12.

²⁵⁷ *Id.* at 233 (quoting *In re Kashani*, 190 B.R. 875, 886–87 (9th Cir. BAP 1995)). The Third Circuit noted that the bankruptcy court’s holding of an evidentiary hearing on the motion for leave was appropriate (though not required in every case)). *Id.* at 232 n.12.

²⁵⁸ *Id.* at 224 (“We review a bankruptcy court’s decision to grant a motion for leave to sue a trustee under the deferential abuse of discretion standard.”) (citing *In re Linton*, 136 F.3d 544, 546 (7th Cir. 1998); *In re Beck Indus., Inc.*, 725 F.2d 880, 889 (2d Cir. 1984)). Courts of appeal routinely apply the deferential abuse of discretion standard to a bankruptcy court’s decision regarding whether leave should be granted to sue a trustee. Although the Fifth Circuit has not squarely addressed this issue, all nine Circuits that have considered this issue have also adopted an abuse-of-discretion standard. See *In re Bednar*, 2021 WL 1625399, at *3 (B.A.P. 10th Cir. Apr. 27, 2021) (“[T]he Bankruptcy Court’s decision to decline leave to sue the Trustee under the *Barton* doctrine is reviewed for abuse of discretion”) (citing *VistaCare*); *SEC v. N. Am. Clearing, Inc.*, 656 F. App’x 969, 973–74 (11th Cir. 2016) (“Although we have never determined the standard of review for a challenge to the denial of a *Barton* motion, other Circuits that have considered the issue review a lower court’s ruling on a *Barton* motion for an abuse of discretion.”) (citing *VistaCare*); *In re Lupo*, 2014 WL 4653064, at *3 (B.A.P. 1st Cir. Sept. 17, 2014) (“Appellate courts review a bankruptcy court’s decision to deny a motion for leave to sue under the abuse of discretion standard.”) (citing *VistaCare*); *Grant, Konvalinka & Harrison, PC v. Banks (In re McKenzie)*, 716 F.3d 404, 422 (6th Cir. 2013) (holding that abuse-of-discretion standard applies to *Barton* doctrine); *Alexander v. Hedback*, 718 F.3d 762 (8th Cir. 2013) (applying abuse-of-discretion standard to *Barton* doctrine).

The Fifth Circuit has affirmed a bankruptcy court’s conducting of an evidentiary hearing, in the context of applying a *Barton* doctrine analysis as to a proposed lawsuit against a trustee, without any concern that the inquiry was somehow improper.²⁵⁹

Similarly, courts in the vexatious litigant context, where there was an injunction requiring a movant to seek leave to pursue claims, have required movants to “show that the claims sought to be asserted have sufficient merit,” including that “the proposed filing is both procedural and legally sound,” and “that the claims are not brought for any improper purpose, such as harassment.”²⁶⁰ “For a prefiling injunction to have the intended impact, it must not merely require a reviewing official to apply an already existing level of review,” such as the “plausibility” standard for a Rule 12(b)(6) motion.²⁶¹ Rather, courts apply “an additional layer of review,” and “may appropriately deny leave to file when even part of the pleading fails to satisfy the reviewer that it warrants a federal civil action” or that the “litigant’s allegations are unlikely,” especially “when prior cases have shown the litigant to be untrustworthy or not credible”²⁶²

In summary, the court rejects HMIT’s positions: (a) that it need only show, at most, that the allegations in the Proposed Complaint are “plausible” under the Rule 12(b)(6) standard for motions to dismiss; and (b) that this court improperly conducted an evidentiary hearing on the Motion for Leave (i.e., that consideration of evidence in this context is impermissible). The court notes, again, that HMIT’s argument that this court is not permitted to consider evidence in making its “colorability” determination is completely contradictory to HMIT’s actions in filing the Motion

²⁵⁹ See *Howell v. Adler (In re Grodsky)*, 2019 WL 2006020, at *4 (Bankr. E.D. La. Apr. 11, 2019) (dismissing an action under *Barton* after “a close examination” by the bankruptcy court of the evidence regarding the trustee’s actions and finding that “the plaintiffs’ allegations are not based in fact”), *aff’d* 799 F. App’x 271 (5th Cir. 2020).

²⁶⁰ *Silver v. City of San Antonio*, 2020 WL 3803922, at *1 (W.D. Tex. July 7, 2020) (denying leave to file lawsuit); see also *Silver v. Perez*, 2020 WL 3790489, at *1 (W.D. Tex. July 7, 2020) (same).

²⁶¹ *Silver*, 2020 WL 3803922, at *6.

²⁶² *Id.*

for Leave, where it attached two Dondero declarations as part of 350 pages of “objective evidence” that “supported” its motion.

The court concludes that the appropriate standard to be applied in making its “colorability” determination in *this* bankruptcy case, in the exercise of its gatekeeping function pursuant to the two Gatekeeper Orders and the Gatekeeper Provision in *this* Plan, is a broader standard than the “plausibility” standard applied to Rule 12(b)(6) motions to dismiss. It is, rather, a standard that involves *an additional level of review*—one that places on the proposed plaintiff a burden of making a prima facie case that its proposed claims are *not without foundation*, are *not without merit*, and are *not being pursued for any improper purpose such as harassment*. Additionally, this court may, and should, take into consideration its *knowledge* of the *bankruptcy proceedings* and *the parties* and any additional evidence presented at the hearing on the Motion for Leave. For ease of reference, the court will refer to this standard of “colorability” as the “Gatekeeper Colorability Test.” The court considers this test as a sort of hybrid of what the *Barton* doctrine contemplates and what courts have applied when considering motions to file suit when a vexatious litigant bar order is in place.

2. HMIT’s Proposed Complaint Does Not Present “Colorable” Claims Under this Court’s Gatekeeper Colorability Test or Even Under a Rule 12(b)(6) “Plausibility” Standard.

The court finds, in the exercise of its gatekeeping function under the Gatekeeper Orders and the Gatekeeping Provision in the Plan, that the Motion for Leave should be denied as the claims set forth in the Proposed Complaint are not “colorable” claims. The court makes this determination after considering evidence admitted at the June 8 Hearing, including the testimony of Dondero, Patrick, and Seery, and the numerous exhibits offered by HMIT and the Highland Parties. HMIT’s Proposed Claims lack foundation, are without merit, and appear to be motivated by the improper purposes of vexatiousness and harassment. But, even under the less stringent

“plausibility” standard under Rule 12(b)(6) motions to dismiss, where all allegations must be accepted as true, HMIT’s “[t]hreadbare recitals of the elements of a cause of action, supported by mere conclusory statements,” fail to “[c]ross the line from conceivable to plausible.”²⁶³

HMIT makes unsubstantiated and conclusory allegations in its Motion for Leave and Proposed Complaint that the Claims Purchasers purchased the large allowed unsecured claims only because Seery, while he was CEO of Highland prior to the Effective Date of the Plan, provided them with MNPI and assurances that the Purchased Claims were very valuable. This was allegedly in exchange for their agreement to approve, in their future capacities as members of the CTOB, excessive compensation for Seery in his capacity as the Claimant Trustee after the Effective Date of the Plan. This was an alleged *quid pro quo* that HMIT claims establishes Seery’s breach of fiduciary duties and the Claims Purchasers’ conspiracy to participate in that breach. As discussed below, these allegations are unsubstantiated and conclusory allegations, and they do not support the inferences that HMIT needs the court to make when it analyzes whether the Proposed Claims are “colorable”—or even merely plausible.

a) HMIT’s Proposed Breach of Fiduciary Duties Claim Set Forth in Count I of the Proposed Complaint

Based on HMIT’s Proposed Complaint and the evidence admitted at the June 8 Hearing, the court finds that HMIT has not pleaded facts that would support a “colorable” breach of fiduciary duties claim against Seery, under this court’s Gatekeeper Colorability Test, nor a plausible claim pursuant to the Rule 12(b) standard. HMIT alleges that Seery breached his fiduciary duties (i) “[b]y disclosing material non-public information to Stonehill and Farallon”

²⁶³ *Ashcroft v. Iqbal*, 556 U.S. 662, 679–80 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555, 570 (2007)).

before their purchase of certain Highland claims, and (ii) by receiving “compensation paid to him under the terms of the [CTA] since the Effective Date of the Plan in August 2021.”²⁶⁴

As earlier noted, both the Reorganized Debtor and the Claimant Trust are organized under Delaware law and, thus, its proposed Count I against Seery for breach of fiduciary duties to these entities is governed by Delaware law under the “Internal Affairs Doctrine.”²⁶⁵ Under Delaware law, “[t]o bring a claim for breach of fiduciary duty, a plaintiff must allege ‘(1) that a fiduciary duty existed and (2) that the defendant breached that duty.’”²⁶⁶ HMIT fails to plausibly or sufficiently allege either element such that its breach of fiduciary duty claims against Seery could survive.

Under Delaware law, officers and directors generally owe fiduciary duties only to the entity and its stakeholders as a whole, not to individual shareholders.²⁶⁷ Because Seery did not owe any “duty” to HMIT directly and individually, the Proposed Complaint fails to state a claim for breach of fiduciary duties to HMIT. HMIT’s “legal conclusion[.]” that Seery “owed fiduciary duties to HMIT, as equity, and to the Debtor’s Estate”²⁶⁸ “do[es] not suffice” to plausibly allege the existence of any actionable fiduciary relationship.²⁶⁹ And as discussed earlier in the standing section, HMIT does not have standing to assert a breach of fiduciary claim derivatively on behalf

²⁶⁴ Proposed Complaint ¶¶ 64–67.

²⁶⁵ Motion for Leave, ¶ 21 and n.24; *see also* Plan Art. XII.M (“corporate governance matters . . . shall be governed by the laws of the state of organization” of the respective entity); *Sagarra Inversiones, S.L. v. Cementos Portland Valderrivas, S.A.*, 34 A.3d 1074, 1081–82 (Del. 2011) (“In American corporation law, the internal affairs doctrine is a dominant and overarching choice of law principle.”). The Reorganized Debtor and the Claimant Trust are both organized under the laws of Delaware.

²⁶⁶ *Brooks v. United Dev. Funding III, L.P.*, 2020 WL 6132230, at *30 (N.D. Tex. Apr. 15, 2020) (quoting *Joseph C. Bamford & Young Min Ban v. Penfold, L.P.*, 2020 WL 967942, at *8 (Del. Ch. Feb. 28, 2020)).

²⁶⁷ *See Gilbert v El Paso Co.*, 1988 WL 124325, at *9 (Del. Ch. Nov. 21, 1988) (“[D]irectors’ fiduciary duty runs to the corporation and to the entire body of shareholders generally, as opposed to specific shareholders or shareholder subgroups.”) *aff’d*, 575 A.2d 1131 (Del. 1990); *Klaassen v Allegro Dev. Corp.*, 2013 WL 5967028, at *11 (Del. Ch. Nov. 7, 2013) (same).

²⁶⁸ Proposed Complaint ¶ 63.

²⁶⁹ *Iqbal*, 556 U.S. at 678 (quoting *Twombly*, 550 U.S. at 555).

of the Claimant Trust or Reorganized Debtor. But even if HMIT had sufficiently alleged the existence of a fiduciary duty by Seery to HMIT—or to the Reorganized Debtor or Claimant Trust that HMIT would have standing to assert—Seery’s alleged communications with Farallon would not have breached those duties.

HMIT alleges that Seery “disclose[d] material non-public information to Stonehill and Farallon,” and they “acted on inside information and Seery’s secret assurances of great profits.”²⁷⁰ But the Proposed Complaint does not make any factual allegations regarding HMIT’s “conclusory allegations,” and its “legal conclusions” are “purely speculative, devoid of factual support,” and therefore “stop[] short of the line between possibility and plausibility of entitlement to relief”²⁷¹ (and certainly stop short of being “colorable”). HMIT never alleges when any of these purported communications occurred, what material non-public information Seery provided, and what “assurances of great profits” he made to Farallon or to Stonehill. At the June 8 Hearing, Dondero could only clarify that he believed the MGM Email to have been MNPI and that he *believed* that Seery *must have* communicated that MNPI to Farallon at some point between December 17, 2020 (the date the MGM Email was sent) and May 28, 2021 (the day that Dondero alleges to have had three telephone calls with representatives of Farallon, Messrs. Patel and Linn, regarding Farallon’s purchase of the bankruptcy claims). Dondero alleges that, during these phone calls, Patel and Linn gave Dondero no reason for their purchase of the claims that “made [any] sense.” Dondero and Patrick also both testified that neither of them had any personal knowledge: (a) of a *quid pro quo* arrangement between Seery and the Claims Purchasers, (b) of Seery having actually communicated any information from the MGM Email to Farallon, or (c) whether Seery’s post-Effective Date compensation had or had not been negotiated in an arms’ length transaction. Dondero only

²⁷⁰ Proposed Complaint ¶¶ 3, 64; *see also id.* ¶¶ 13–14, 40, 47, 50.

²⁷¹ *Reed v. Linehan (In re Soporex, Inc.)*, 463 B.R. 344, 367, 386 (Bankr. N.D. Tex. 2011) (cleaned up).

speculates regarding these things, because it “made no sense” to him that the Claims Purchasers would have acquired the bankruptcy claims without having received the MNPI. But HMIT admits in the Proposed Complaint that Farallon and Stonehill purchased the Highland claims at discounts of 43% to 65% to their allowed amounts. Thus, they would receive at least an 18% return based on publicly available estimates in Highland’s court-approved Disclosure Statement.²⁷² The evidence established that, if the acquisition of the UBS claims is excluded—recall that the UBS claims were not purchased until August 2021, which was after the May 28, 2021 phones calls that Dondero made to Farallon personnel—the Claims Purchasers would have expected to net over \$33 million in profits, or nearly a 30% return on their investment, had Highland met its projections (this is based on the aggregate purchase price of \$113 million for the non-UBS claims purchased in the Spring 2021).

To be clear, the only purported MNPI identified in HMIT’s Proposed Complaint was the MGM Email Dondero sent to Seery containing “information regarding Amazon and Apple’s interest in acquiring MGM.” But, the evidence showed that this information was widely reported in the financial press at the time. Thus, it could not have constituted MNPI as a matter of law.²⁷³ Moreover, the evidence showed that Dondero *did not* communicate in the MGM Email the actual inside information that he claimed to have obtained as a board member of MGM—which was that Amazon had met MGM’s “strike price” and that the MGM board was going into exclusive negotiations with Amazon to culminate the merger with them (and, thus, Apple was no longer considered a potential purchaser). Dondero admitted that he included Apple in the MGM Email for the purpose of making it look like there was a competitive process still ongoing. In other

²⁷² Proposed Complaint ¶¶ 3, 37, 42.

²⁷³ See, e.g., *SEC v. Cuban*, 2013 WL 791405, at *10–11 (N.D. Tex. Mar. 5, 2013) (holding that information is not “material, nonpublic information” and “becomes public when disclosed to achieve a broad dissemination to the investing public”) (quoting *SEC v. Mayhew*, 121 F.3d 44, 50 (2d Cir. 1997)).

words, the MGM Email, at the very least, did not include MNPI and, at worst, was deceptive regarding the status of the negotiations between MGM and potential purchasers.

As to HMIT's allegations that Seery's post-Effective Date compensation is "excessive" and that the negotiations between Seery and the CTOB "were not arm's-length,"²⁷⁴ the evidence at the June 8 Hearing reflected that the allegations are completely speculative, without any foundation whatsoever, and lack merit. And they are also simply not plausible. HMIT fails to allege facts in the Proposed Complaint that would support a reasonable inference that Seery breached his fiduciary duty to HMIT or the estate as a result of bad faith, self-interest, or other intentional misconduct rising to the level of a breach of the duty of loyalty.²⁷⁵

b) HMIT's Proposed Claims Set Forth in Counts II (Knowing Participation in Breach of Fiduciaries) and III (Conspiracy)

HMIT seeks to hold the Claims Purchasers secondarily liable for Seery's alleged breach of fiduciaries duties on an aiding and abetting theory in Count II of the Proposed Complaint²⁷⁶ and, along with Seery, on a civil conspiracy theory of liability in Count III of the Proposed Complaint.²⁷⁷ Because HMIT's breach of fiduciary duties claim is governed by Delaware law, its aiding and abetting breach of fiduciary duties claim against the Claims Purchasers (Count II) is also governed by Delaware law.²⁷⁸ HMIT's conspiracy cause of action against the Claims

²⁷⁴ Proposed Complaint ¶¶ 4, 13, 54, 74.

²⁷⁵ See *Pfeffer v. Redstone*, 965 A.2d 676, 690 (Del. 2009) (dismissing claim for breach of duty of loyalty against a director where "conclusory allegations" failed to give rise to inference that director failed to perform fiduciary duties); *McMillan v. Intercargo Corp.*, 768 A.2d 492, 507 (Del. Ch. 2000) (dismissing claim for breach of fiduciary duty where "[a]lthough the complaint makes the conclusory allegation that the defendants breached their duty of disclosure in a 'bad faith and knowing manner,' no facts pled in the complaint buttress that accusation.").

²⁷⁶ Proposed Complaint ¶¶ 69-74.

²⁷⁷ Proposed Complaint ¶¶ 75-81.

²⁷⁸ See *Xtreme Power Plan Tr. v. Schindler (In re Xtreme Power)*, 563 B.R. 614, 632, 645 (Bankr. W.D. Tex. 2016) (applying Delaware law to claim for aiding and abetting breach of fiduciary duty involving Delaware corporation headquartered in Texas).

Purchasers and Seery (Count III), on the other hand, does not involve a matter of “internal affairs” or of corporate governance, so it is governed by Texas law under the Plan.²⁷⁹

As an initial matter, because HMIT does not present either a “colorable”—or even plausible claim—that Seery breached his fiduciary duties, it cannot show that it has alleged a “colorable” or plausible claim for secondary liability for the same alleged wrongdoing.²⁸⁰ In addition, HMIT’s civil conspiracy claim against the Claims Purchasers and Seery is based entirely on Dondero’s speculation and unsupported inferences and, thus, HMIT has not “colorably” alleged, or even plausibly alleged, its conspiracy claim. Under Texas law, “civil conspiracy is a theory of vicarious liability and not an independent tort.”²⁸¹ “[T]he elements of civil conspiracy [are] “(1) two or more persons; (2) an object to be accomplished; (3) a meeting of minds on the object or course of action; (4) one or more unlawful, overt acts; and (5) damages as the proximate result.”²⁸² While HMIT alleges that “Defendants conspired with each other to unlawfully breach fiduciary duties,”²⁸³ it is simply a “legal conclusion” and not the kind of allegation that the court must assume to be true even for purposes of determining plausibility under a motion to dismiss.²⁸⁴

²⁷⁹ *Klinek v. LuxeYard, Inc.*, 596 S.W.3d 437, 450 n.9 (Tex. App. – Houston [14th Dist.] 2020) (applying Delaware law to fiduciary duty claim and Texas law to conspiracy theory); (Plan Art. XII.M)(which provides for the application of Texas law to “the rights and obligations arising under this Plan” except for “corporate governance matters.”)

²⁸⁰ *See English v. Narang*, 2019 WL 1300855, at *14 (Del. Ch. Mar. 20, 2019) (“As a matter of law and logic, there cannot be secondary liability for aiding and abetting an alleged harm in the absence of primary liability.”) (cleaned up; collecting cases); *Hill v. Keliher*, 2022 WL 213978, at *10 (Tex. App. Jan. 25, 2022) (“[A] defendant’s liability for conspiracy depends on participation in some underlying tort for which the plaintiff seeks to hold at least one of the named defendants liable.”) (quoting *Tilton v. Marshall*, 925 S.W.2d 672, 681 (Tex. 1996)). Because HMIT’s breach of fiduciary duty claim is governed by Delaware law, its aiding and abetting theory of liability is also governed by Delaware law. *See Xtreme Power Plan Tr. v. Schindler (In re Xtreme Power)*, 563 B.R. 614, 632, 645 (Bankr. W.D. Tex. 2016) (applying Delaware law to claim for aiding and abetting breach of fiduciary duty involving Delaware corporation headquartered in Texas). By contrast, “conspiracy is not an internal affair” or a matter of corporate governance, so it is governed by Texas law under the Plan. *Klinek v. LuxeYard, Inc.*, 596 S.W.3d 437, 450 n.9 (Tex. App. – Houston [14th Dist.] 2020) (applying Delaware law to fiduciary duty claim and Texas law to conspiracy theory); (Plan Art. XII.M).

²⁸¹ *Agar Corp., Inc. v. Electro Circuits Int’l, LLC*, 580 S.W.3d 136, 142 (Tex. 2019).

²⁸² *Id.* at 141 (cleaned up).

²⁸³ Proposed Complaint ¶ 76.

²⁸⁴ *Iqbal*, 556 U.S. at 680 (citing *Twombly*, 555 U.S. at 565–66).

HMIT repeats four times that Seery provided MNPI to Farallon and Stonehill as a “as a *quid pro quo*” for “additional compensation,”²⁸⁵ each time based upon conclusory allegations based “upon information and belief” and, frankly, pure speculation from Dondero that his imagined “scheme,” “covert *quid pro quo*,” and secret “conspiracy” between Seery, on the one hand, and Farallon and Stonehill, on the other,²⁸⁶ **must have** occurred because “[i]t made no sense for the [Claims] Purchasers to invest millions of dollars for assets that – per the publicly available information – did not offer a sufficient potential profit to justify the publicly disclosed risk” (i.e., “[t]he counter-intuitive nature of the purchases at issue compels the conclusion that the [Claims] Purchasers acted on inside information and Seery’s assurance of great profits.”)²⁸⁷ Importantly, HMIT admits that the Claims Purchasers would have turned a profit based on the information available to them at the time of their acquisitions of the Purchased Claims.²⁸⁸ HMIT’s allegations about the level of potential profits were contradicted by their own allegations and other evidence admitted at the June 8 Hearing. But Dondero’s speculation about what level of projected return would be sufficient to justify the acquisition of the claims by the Claims Purchasers, or any other third-party investor, does not give rise to a plausible inference that they acted improperly.²⁸⁹ Thus, HMIT cannot meet

²⁸⁵ Proposed Complaint ¶ 77; *see also id.* ¶¶ 4, 47, 74.

²⁸⁶ *See id.* ¶ 3 (“Thus, acting within a cloak of secrecy, Seery provided close business acquaintances, the other Defendants with material non-public information concerning the value of assets which they then used to purchase the largest approved unsecured claims.”).

²⁸⁷ *Id.*

²⁸⁸ *See, e.g., id.* ¶ 3 (alleging that acquiring the claims “did not offer a **sufficient** potential profit to justify the publicly disclosed risk”)(emphasis added); ¶ 43 (“Furthermore, although the publicly available projections suggested only a small margin of error on any profit potential for its significant investment”); ¶ 49 (“Yet, in this case, it would have been *impossible* for Stonehill and Farallon (in the absence of inside information) to forecast *any significant* profit at the time of their multi-million-dollar investments given the publicly available, negative financial information.”) (third emphasis added).

²⁸⁹ In fact, the court did not allow Mr. Dondero to testify regarding what kind of information a hypothetical investor in bankruptcy claims would require or what level of potential profits would justify the purchase of bankruptcy claims by investors in the bankruptcy claims trading market because he was testifying as a fact witness, not an expert. Thus, the court only allowed Dondero to testify as to what data **he** (or entities he controls or controlled) would rely on, what **his** risk tolerance would have been, and what level of potential profits **he** would have required to purchase an allowed unsecured bankruptcy claim in a post-confirmation situation. June 8 Hearing Transcript, 129:6-130:4.

its burden, under the Gatekeeper Colorability Test, of making a prima facie showing that its allegations do not lack foundation or merit. Nor can it meet a plausibility standard.

In addition, contrary to the Proposed Complaint’s statement that it would have been “*impossible* for Stonehill and Farallon (in the absence of insider information) to forecast *any* significant profit at the time of their multi-million-dollar investments,” the evidence showed there were already reports in the financial press that MGM was engaging with Amazon, Apple, and others in selling its media portfolio, and thus the prospect of an MGM transaction increasing the value of, and return on, the Purchased Claims, “at the time of their multi-million-dollar investments” was publicly available information.²⁹⁰ HMIT’s suggestion that the Claims Purchasers were in possession of inside information not publicly available when they acquired the Purchased Claims is simply not plausible. Nor is HMIT’s allegation that “[u]pon information and belief” Farallon “conducted no due diligence but relied on Seery’s profit guarantees” plausible. The allegations regarding Farallon not conducting any due diligence are based, again, entirely on Dondero’s speculation and inferences he made from what Patel and Linn (of Farallon) allegedly told him on May 28, 2021; Dondero did not testify that either Patel or Linn ever told him specifically that they had conducted no due diligence. HMIT’s allegations in the Proposed Complaint that *Farallon* “conducted no due diligence,” are based on Dondero’s speculation, unsubstantiated, and contradicted by the testimony of Seery, who testified that emails to him from Linn in June 2020 and later in January 2021 indicated to him that Farallon, at least, had been conducting some level of due diligence in that they had been following and paying attention to the

²⁹⁰ The court notes, as well, that the Claim Purchasers acquired the UBS claims in August 2021—approximately two and a half months *after* the announcement of the MGM-Amazon transaction (which was on May 26, 2021)—a fact that HMIT makes no attempt to harmonize with its conspiracy theory that the Claims Purchasers profited from the misuse of MNPI allegedly given to them by Seery.

Highland case.²⁹¹ In addition, there are no allegations in the Proposed Complaint regarding whether Stonehill conducted due diligence or not, and Patrick testified that neither he nor HMIT had any personal knowledge of how much due diligence Farallon or Stonehill did prior to acquiring the Purchased Claims.²⁹² The court finds and concludes that HMIT's allegations of aiding and abetting and conspiracy in Counts II and III of the Proposed Complaint are based on unsubstantiated inferences and speculation, lack internal consistency, and lack consistency with verifiable public facts. Accordingly, HMIT has failed to show that these claims have a foundation and merit and has also failed to show that they are plausible.

- c) HMIT's Proposed Claims Set Forth in Counts IV (Equitable Disallowance), V (Unjust Enrichment and Constructive Trust), and VI (Declaratory Relief) of the Proposed Complaint
 - i. Count IV (Equitable Disallowance).

In Count IV of its Proposed Complaint, HMIT seeks "equitable disallowance" of the claims acquired by Farallon's and Stonehill's special purpose entities Muck and Jessup, "to the extent over and above their initial investment," and, in the alternative, equitable subordination of their claims to all claims and interests, including HMIT's unvested Class 10 Contingent Claimant Trust Interest, "given [their] willful, inequitable, bad faith conduct" of allegedly "purchasing the Claims based on material non-public information" and being "unfairly advantaged" in "earning significant profits on their purchases."²⁹³ As noted above, these remedies are not available to HMIT.²⁹⁴

First, HMIT's request to equitably subordinate the Purchased Claims to all claims and interests is not permitted because Bankruptcy Code § 510(c), by its terms, permits equitable

²⁹¹ See June 8 Hearing Transcript, 239:6-21.

²⁹² See *id.*, 310:19-312:2.

²⁹³ Proposed Complaint ¶¶ 83-87.

²⁹⁴ See *infra* pages 74-75.

subordination of a *claim to other claims* or an *interest to other interests* but does not permit equitable subordination of a *claim to interests*.

Second, “equitable” disallowance of claims is not an available remedy in the Fifth Circuit pursuant to the *Mobile Steel* case.²⁹⁵

Third, reconsideration of an already-allowed claim in a bankruptcy case can only be accomplished through Bankruptcy Code § 502(j), which, pursuant to Federal Rule of Bankruptcy Procedure 9024, allows reconsideration of allowance of a claim that was allowed following a *contest* (which is certainly the case with respect to the Purchased Claims) based on the “equities of the case.” But this is only if the request for reconsideration is made within the one-year limitation prescribed in Rule 60(c) of the Federal Rules of Civil Procedure. HMIT’s request for disallowance of Muck and Jessup’s Purchased Claims (if it could somehow be construed as a request for reconsideration of their claims), is clearly untimely, as it is being made well beyond a year since their allowance by this court following contests and approval of Rule 9019 settlements. Thus, the court finds that HMIT has not alleged a colorable or even plausible claim in Count IV of the Proposed Complaint and, therefore, the Motion for Leave should be denied.

ii. Count V (Unjust Enrichment and Constructive Trust)

In Count V of the Proposed Complaint, HMIT alleges that, “by acquiring the Claims using [MNPI], Stonehill and Farallon were unjustly enriched and gained an undue advantage over other creditors and former equity” and that “[a]llowing [the Claims Purchasers] to retain their ill-gotten benefits would be unconscionable;” thus, HMIT alleges, the Claims Purchasers “should be forced to disgorge all distributions over and above their original investment in the Claims as restitution for their unjust enrichment” and “a constructive trust should be imposed on such proceeds”²⁹⁶

²⁹⁵ *In re Mobile Steel Co., Inc.*, 563 F.2d 692 (5th Cir. 1977).

²⁹⁶ Proposed Complaint ¶¶ 89-93.

HMIT alleges further that “Seery was also unjustly enriched by his participation in this scheme and he should be required to disgorge or restate all compensation he has received from the outset of his collusive activities” and “[a]lternatively he should be required to disgorge and restate all compensation received since the Effective Date” over which a constructive trust should be imposed.²⁹⁷ HMIT has not alleged a colorable or even a plausible claim for unjust enrichment or constructive trust in Count V.

Under Texas law,²⁹⁸ “[u]njust enrichment is not an independent cause of action but rather characterizes the result of a failure to make restitution of benefits either wrongfully or passively received under circumstances which give rise to an implied or quasi-contractual obligation to repay.”²⁹⁹ Thus, “when a valid, express contract covers the subject matter of the parties’ dispute, there can be no recovery under a quasi-contract theory.”³⁰⁰ Here, as noted above, HMIT’s only alleged injury is a diminution of the value of its unvested Contingent Claimant Trust Interest by virtue of Seery’s allegedly having wrongfully obtained excessive compensation, with the help of the Claims Purchasers. ***Yet Seery’s compensation is governed by express agreements*** (i.e., the Plan and the CTA). Thus, HMIT’s claim based on unjust enrichment is not an available theory of recovery.

iii. Count VI (Declaratory Relief)

HMIT seeks declaratory relief in Count VI of the Proposed Complaint, essentially, that Dondero’s conspiracy theory is correct and that HMIT’s would succeed on the merits with respect

²⁹⁷ *Id.* ¶ 94.

²⁹⁸ Under the Plan, Texas law governs HMIT’s “claim” for unjust enrichment because it is not a “corporate governance matter.” (Plan Art. XII.M.) It also governs HMIT’s “claim” for constructive trust, which “is merely a remedy used to grant relief on the underlying cause of action.” *Sherer v. Sherer*, 393 S.W.3d 480, 491 (Tex. App. 2013).

²⁹⁹ *Taylor v. Trevino*, 569 F. Supp. 3d 414, 435 (N.D. Tex. 2021) (cleaned up); *see also Yowell v. Granite Operating Co.*, 630 S.W.3d 566, 578 (Tex. App. 2021) (same).

³⁰⁰ *Taylor*, 569 F. Supp. 3d at 435 (quoting *Fortune Prod. Co. v. Conoco, Inc.*, 52 S.W.3d 671, 684 (Tex. 2000)).

to the Proposed Claims if it were permitted leave to bring them in an adversary proceeding.³⁰¹ But, a request for declaratory relief is not “an independent cause of action”³⁰² and “in the absence of any underlying viable claims such relief is unavailable.”³⁰³ This court has already found and concluded that HMIT would not have constitutional or prudential standing to bring the underlying causes of action in the Proposed Complaint. This court has also found and concluded that all of the Proposed Claims are without foundation or merit and are not even plausible and are all; being brought for the improper purpose of continuing Dondero’s vexatious, harassing, bad-faith litigation. Thus, HMIT would not be entitled to pursue declaratory judgment relief as requested in Count VI of the Proposed Complaint.

d) HMIT Has No Basis to Seek Punitive Damages

HMIT separately alleges that the Claims Purchasers’ and Seery’s “misconduct was intentional, knowing, willful, in bad faith, fraudulent, and in total disregard of the rights of others,” thus entitling HMIT to an award of punitive damages under applicable law. But, HMIT abandoned its proposed fraud claim that was in its Original Proposed Complaint, so its sole claim for primary liability is Seery’s alleged breach of his fiduciary duties. And under Delaware law, the “court cannot award punitive damages in [a] fiduciary duty action.”³⁰⁴

³⁰¹ Proposed Complaint ¶¶ 96-99.

³⁰² See *Braidwood Mgmt., Inc. v. EEOC*, 70 F.4th 914, 932 (5th Cir. 2023).

³⁰³ *Green v. Wells Fargo Home Mtg.*, 2016 WL 3746276, at *2 (S.D. Tex. June 7, 2016) (citing *Collin Cty. v. Homeowners Ass’n for Values Essential to Neighborhoods*, 915 F.2d 167, 170–71 (5th Cir. 1990)); see also *Hopkins v. Cornerstone Am.*

³⁰⁴ *Buchwald v. Renco Grp. (In re Magnesium Corp. of Am.)*, 539 B.R. 31, 52 (S.D.N.Y. 2015) (citing *Gesoff v. IIC Indus., Inc.*, 902 A.2d 1130, 1154 (Del. Ch. 2006)), *aff’d* 682 F. App’x 24 (2d Cir. 2017).

3. HMIT Does Not Present “Colorable” Claims Under this Court’s Gatekeeper Colorability Test Because It Seeks to Bring the Proposed Complaint for Improper Purposes of Harassment and Bad-Faith, Vexatiousness.

Under this court’s Gatekeeper Colorability Test, in addition to showing that its allegations and claims are not without foundation or merit, HMIT must also show that the Proposed Claims are not being brought for any improper purpose. Taking into consideration the court’s knowledge of the bankruptcy proceedings and the parties and the evidence presented at the hearing on the Motion for Leave, the court finds that HMIT is acting at the behest of, and under the control or influence of, Dondero in continuing to pursue harassing, bad faith, vexatious litigation to achieve his desired result in these bankruptcy proceedings. So, in addition to failing to show that its Proposed Claims have foundation and merit, HMIT cannot show that it is pursuing the Proposed Claims for a proper purpose and, thus, cannot meet the requirements under the Gatekeeper Colorability Test; HMIT’s Motion for Leave should be denied.

IV. CONCLUSION

The court concludes, having taken into consideration both its knowledge of the bankruptcy proceedings and the parties and the evidence presented at the hearing on the Motion for Leave, that HMIT’s Motion for Leave should be denied for three independent reasons: (1) HMIT would lack constitutional standing to bring the Proposed Claims (and, thus, the federal courts would lack subject matter jurisdiction over the Proposed Claims); (2) even if HMIT would have constitutional standing to pursue the Proposed Claims, it would lack prudential standing to bring the Proposed Claims; and (3) even if HMIT would have both constitutional standing and prudential standing to bring the Proposed Claims, it has not met its burden under the Gatekeeper Colorability Test of showing that its Proposed Claims are “colorable” claims—that the Proposed Claims are not without foundation, not without merit, and not being pursued for an improper purpose. Moreover,

even if this court's Gatekeeper Colorability Test should be replaced with a Rule 12(b)(6) "plausibility" standard, the Proposed Claims are not plausible.

Accordingly,

IT IS ORDERED that HMIT's Motion for Leave be, and hereby is **DENIED**.

###End of Memorandum Opinion and Order###

EXHIBIT 4

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Highland Capital Management, L.P. (“Highland” or the “Debtor,” as applicable), and the Highland Claimant Trust (the “Claimant Trust,” and together with Highland, the “Highland Parties”), the defendants in the above-captioned adversary proceeding, hereby submit this memorandum of law in support of their *Motion to Dismiss Complaint to (I) Compel Disclosures About the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiffs’ Interest in the Claimant Trust* (the “Motion”) seeking to dismiss the above-captioned action (the “Action”).

I. PRELIMINARY STATEMENT²

1. The Complaint should be dismissed in its entirety. Pursuant to Rule 12(b)(1), this Court lacks subject matter jurisdiction over the Action because the Claims are either moot or seek impermissible advisory opinions. Even if the Court had jurisdiction (and it does not), the Claims should be dismissed under Rule 12(b)(6) because they fail to state claims as a matter of law.

2. Under the express terms of the CTA and the Plan, holders of Contingent Trust Interests are not “Claimant Trust Beneficiaries” and have no rights, including information rights, unless and until their contingent, inchoate interests vest. Despite holding only unvested Contingent Trust Interests with no rights in the Claimant Trust, Plaintiffs stubbornly seek “financial information” regarding the Claimant Trust Assets and specifically request: (a) an accounting of the Claimant Trust Assets, (b) a determination as to the value of those assets compared to liabilities, and (c) a determination whether Plaintiffs’ Contingent Trust Interests “will vest.”

3. Count One, which seeks an accounting of the assets and liabilities of the Claimant Trust, has been rendered moot by the Pro Forma Adjusted Balance Sheet filed in July 2023 and other publicly-available information, which discloses the very information demanded. The relief

² Capitalized terms not defined in this Preliminary Statement shall have the meanings ascribed to them below.

sought in Count Three, namely, a determination as to whether Plaintiffs' Contingent Trust Interests are "likely to vest," is moot, seeks an impermissible advisory opinion, and is barred by collateral estoppel. In September 2023, four months after the Complaint was filed, this Court found that whether the Contingent Trust Interests might someday vest is dependent on a multitude of unknown and unknowable factors, for example, the amount of senior indemnification expenses that must be reserved for and ultimately paid by the Claimant Trust. Based, in part on those unknown senior expenses, this Court determined that the Contingent Trust Interests were "not in the money." This Court lacks jurisdiction to render an opinion on Count Three and, to the extent that it could, it already has and Plaintiffs are collaterally estopped from re-litigating this issue. For the same reasons, there is no declaratory relief available to Plaintiffs that has not already been addressed in the Court's prior ruling.

4. Even if the Court had subject matter jurisdiction over the Claims, the Complaint fails as a matter of law under Rule 12(b)(6). Plaintiffs' equitable claim (Count One) is foreclosed by the plain and unambiguous terms of the CTA, the Plan, and this Court's prior orders. Plaintiffs, as holders of Contingent Trust Interests, have no rights—including information rights—under the CTA. Under the circumstances, equity cannot abrogate the terms of that agreement or be used to create non-existent rights or extra-contractual duties, such as those relating to the disclosure of financial information or an accounting. This is especially so when Plaintiffs and their affiliates have unclean hands as vexatious adversaries to the entity against whom they claim to seek equity.³ Plaintiffs' claims for declaratory relief (Counts Two and Three) also fail as a matter of law because

³ In addition to the numerous actions in which the Plaintiffs and their affiliates have attacked the Highland Parties or failed to honor their obligations to the Highland Parties, plaintiff HMIT is a defendant in an action on a note owed to Highland with current principal and interest owed in excess of \$98 million, discussed *infra*.

there is no cognizable underlying claim. For the reasons herein and discussed further below, the Complaint should be dismissed.

II. RELEVANT BACKGROUND

A. The Bankruptcy Case

5. On October 16, 2019 (the “Petition Date”), Highland filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Case”). As of the Petition Date, Highland had three classes of limited partnership interests (Class A, Class B, and Class C). *See* Disclosure Statement [Docket No. 1473], ¶ F(4). The Class A interests were held by The Dugaboy Investment Trust (“Dugaboy”),⁴ Mark Okada’s family trusts, and Strand Advisors, Inc. The Class B and C interests were held by Hunter Mountain Investment Trust (“HMIT”). *Id.* On January 9, 2020, an independent board of directors, which included James P. Seery, Jr., was appointed to manage Highland’s Bankruptcy Case and estate. [Docket No. 339]. Mr. Seery was appointed Highland’s Chief Executive Officer and Chief Restructuring Officer in July 2020. [Docket No. 854].

B. The Plan

6. On February 22, 2021, the Court entered the *Order Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) and (ii) Granting Related Relief* [Bankr. Docket No. 1943] (the “Confirmation Order”), which confirmed the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* [Bankr. Docket No. 1943-1] (the “Plan”). The Plan became effective on August 11, 2021 [Docket No. 2700] (the “Effective Date”). Pursuant to the Plan:

- General Unsecured Claims were classified as Class 8 and Subordinated Claims were classified as Class 9.

⁴ Dugaboy is James Dondero’s family trust.

- HMIT’s Class B Limited Partnership Interest and Class C Limited Partnership Interest were classified as Class 10.
- Class A Limited Partnership Interests, including Dugaboy’s, were classified as Class 11.
- The Claimant Trust, a Delaware statutory trust, was established pursuant to that certain *Claimant Trust Agreement*, effective as of August 11, 2021 (the “CTA”),⁵ for the benefit of “Claimant Trust Beneficiaries;”⁶
- Holders of allowed general and subordinated unsecured Claims (*i.e.*, Class 8 and 9) received beneficial interests in the Claimant Trust (collectively, the “Trust Interests”) and became “Claimant Trust Beneficiaries;” and
- Holders of the Debtor’s prepetition partnership interests (*i.e.*, Class 10 and 11) were allocated unvested contingent interests (the “Contingent Trust Interests”) in the Claimant Trust that would vest if, and only if, the Claimant Trustee certifies that all Claimant Trust Beneficiaries (*i.e.*, Class 8 and 9) have been paid in full, Class 8 has received post-petition interest, and all disputed claims in Class 8 and 9 have been resolved.

(See generally Plan Art. III, IV.)

C. Information Rights Under the CTA

7. By design, the clear terms of the CTA limit information rights. Section 3.12(a) of the CTA provides that the Claimant Trustee has no duty to provide an accounting of the Claimant Trust Assets to any party, including Claimant Trust Beneficiaries. CTA, § 3.12(a) (“Except as otherwise provided herein, nothing in this Agreement requires the Claimant Trustee to file any accounting”).

8. Section 3.12(b) of the CTA provides limited information rights solely to “Claimant Trust Beneficiaries”:

The Claimant Trustee shall provide quarterly reporting to the Oversight Board and Claimant Trust Beneficiaries of (i) the status of the Claimant Trust Assets, (ii) the balance of Cash held by the Claimant Trust (including in each of the Claimant Trust Expense Reserve and Disputed Claim Reserve), (iii) the determination and any re-

⁵ All capitalized terms used but not defined herein have the meanings given to them in the CTA.

⁶ The CTA was expressly incorporated into and is a part of the Plan. Confirmation Order ¶ 25; Plan Art. IV, § J. The final form of the CTA was filed with the Court as Docket No. 1811-2 as modified by Docket No. 1875-4.

determination, as applicable, of the total amount allocated to the Disputed Claim Reserve, (iv) the status of Disputed Claims and any resolutions thereof, (v) the status of any litigation, including the pursuit of the Causes of Action, (vi) the Reorganized Debtor's performance, and (vii) operating expenses; provided, however, that the Claimant Trustee may, with respect to any Member of the Oversight Board or Claimant Trust Beneficiary, redact any portion of such reports that relate to such Entity's Claim or Equity Interest, as applicable and any reporting provided to Claimant Trust Beneficiaries may be subject to such Claimant Trust Beneficiary's agreement to maintain confidentiality with respect to any non-public information.

CTA, § 3.12(b).

9. Nothing in the CTA or the Plan grants any other information rights, and, in fact, the CTA is clear that there are no information rights outside those in Section 3.12(b). *See* CTA, § 5.10(a) ("The Claimant Trust Beneficiaries shall have no rights other than those set forth in this Agreement, the Confirmation Order, or the Plan (including any Plan Supplement documents incorporated therein)"). Thus, the only entities with information rights under the Plan are "Claimant Trust Beneficiaries," and those rights (a) are limited, (b) do not include rights to asset or subsidiary level information, and (c) can be further limited by the Claimant Trustee as appropriate to "maintain confidentiality."

10. Under the express terms of the Plan, the CTA, and this Court's prior orders, the "Claimant Trust Beneficiaries"⁷ are the holders of Allowed Claims in Class 8 and Class 9. *See* CTA, § 1.1(h); Plan Art. I.B.27.⁸ HMIT holds Class 10 interests and Dugaboy holds Class 11 interests, and therefore, neither Plaintiff is a "Claimant Trust Beneficiary." Instead, Plaintiffs hold

⁷ "Claimant Trust Beneficiaries" are defined as:

the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, and, only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent applicable, post-petition interest at the federal judgment rate in accordance with the terms and conditions set forth herein, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.

See, e.g., CTA, § 1.1(h).

⁸ *See also In re Highland Cap. Mgt., L.P.*, 19-34054-SGJ-11, 2023 WL 5523949, at *35 (Bankr. N.D. Tex. Aug. 25, 2023), discussed further *infra*.

unvested “Contingent Trust Interests.” *See, e.g.*, Plan, Art. I.B.44; CTA, §§ 1.1(h), 5.1(c). Contingent Trust Interests “shall not have any rights under” the CTA, and holders of such interests will not “be deemed ‘Beneficiaries’” “unless and until” they vest in accordance with the Plan and CTA. *Id.* Specifically, under the CTA, Plaintiffs’ Contingent Trust Interests in the Claimant Trust will *not* vest and Plaintiffs will have *no* rights under the CTA unless and until (a) all Class 8 and Class 9 Claims are paid indefeasibly in full with interest, (b) all disputed claims are resolved, and (c) the Claimant Trustee certifies as much to this Court. *Id.* Class 8 and Class 9 Claims cannot be paid until indemnification claims are satisfied.⁹ It is indisputable that Plaintiffs’ Contingent Trust Interests have not vested under the terms of the Plan and the CTA. *See Highland Cap.*, 2023 WL 5523949, at *35. Plaintiffs are not “Claimant Trust Beneficiaries” and have no information rights.

D. Dugaboy Files the Valuation Motion

11. On June 30, 2022, Dugaboy filed its *Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust* [Docket No. 3382] (the “Initial Valuation Motion”), seeking “a determination by this Court of the current value of the estate and an accounting of the assets currently held by the Claimant Trust and available for distribution to creditors.” Thereafter, on September 21, 2022, Dugaboy filed a supplemental motion [Docket No. 3533] (the “Supp. Valuation Motion” and, together with the Original Valuation Motion, the “Valuation Motion”). Therein, Dugaboy requested that the Court enter “an order: (i) finding that Dugaboy has standing in these bankruptcy proceedings under 11 U.S.C. § 1109(b), Delaware trust law, and Article III of the United States Constitution; and (ii) setting an evidentiary hearing to ascertain the assets

⁹ *See, e.g.*, CTA Art. 6.1 (providing that distributions to Claimant Trust Beneficiaries are junior to the Claimant Trust’s expenses, including, among other things, amounts “necessary to pay or reserve for reasonably incurred or anticipated Claimant Trust Expenses,” which include indemnification costs). This priority of payment under the Plan and CTA was upheld by the Fifth Circuit when affirming this Court’s order authorizing the creation of the indemnity sub-trust, the purpose of which was to reserve or retain any cash reasonably necessary to satisfy contingent liabilities. *See In the Matter of Highland Cap. Mgt., L.P.*, 57 F4th 494, 502 (5th Cir 2023).

currently available for distribution to allowed claimants, to determine the current value of those assets, and to determine whether there is a potential for settling the estate now” The Valuation Motion was supported by HMIT. [Docket No. 3467]. Highland objected to the Valuation Motion. [Docket No. 3465].

12. On November 15, 2022, the Court held a status conference, during which the Court expressed concerns about whether the Valuation Motion should be filed as an adversary proceeding since it sought equitable relief. On December 7, 2022, after the parties submitted briefing on this issue, [see Docket Nos. 3637, 3638, 3639], the Court issued its order [Docket No. 3645] (the “Valuation Order”), in which it found that an adversary proceeding was necessary with regard to the relief sought in the Valuation Motion. The Court explained that “the essence of the Dugaboy Value Motions is a request for an accounting,” which constitutes “equitable relief that does not appear to be provided for in the confirmed chapter 11 plan.” *Id.* at 4. The Court further found that “Dugaboy and HMIT have not pointed to any provision of the CTA that establishes a right to an accounting,” and “[i]t would appear that Dugaboy and HMIT may be frustrated that they did not negotiate or obtain the same oversight rights as the actual Claimant Trust Beneficiaries in the Plan and CTA.” Valuation Order at 5 (quoting CTA §§ 3.12(a), (b)).

E. Plaintiffs File the Complaint

13. On May 10, 2023, Plaintiffs commenced this Action against Highland and the Claimant Trust by filing their complaint [Adv. Pro. No. 23-03038, Docket No. 1] (the “Complaint”). In their Complaint, Plaintiffs seek an equitable accounting of the Claimant Trust Assets so they can determine if their Contingent Claimant Trust Interests “are likely to vest into Claimant Trust Interests, making them Claimant Trust Beneficiaries.”

14. In their first count (“Count One”), Plaintiffs request an accounting “regarding the Claimant Trust Assets, including the amount of cash and the remaining non-cash assets, and details

of all transactions that have occurred since the wall of silence was erected, and all liabilities.” Plaintiffs maintain, *inter alia*, that “[d]ue to the lack of transparency into the assets of the Claimant Trust, Plaintiffs are unable to determine whether their Contingent Claimant Trust Interests may vest into Claimant Trust Interests.” Compl. ¶¶ 82-88.¹⁰

15. In their second count (“Count Two”), Plaintiffs seek a declaratory judgment regarding the value of the Claimant Trust Assets. Plaintiffs specifically maintain that “[o]nce Defendants are compelled to provide information about the Claimant Trust Assets, Plaintiffs seek a determination from the Court of the relative value of the Claimant Trust Assets compared to the bankruptcy estate obligations.” Compl. ¶ 90.

16. In their third count (“Count Three,” and collectively with Count One and Count Two, the “Claims”), Plaintiffs seek a declaration and determination that “[i]n the event that the Court determines that the Claimant Trust assets exceed the obligations of the bankruptcy estate in an amount sufficient so that all Allowable Claims may be indefeasibly paid ... the conditions are such that their Contingent Claimant Trust Interests are likely to vest into Claimant Trust Interests, making them Claimant Trust Beneficiaries.” Compl. ¶ 94.

F. The Court Denies HMIT Leave to File Adversary Proceeding

17. Around the same time, HMIT separately filed its *Emergency Motion for Leave to File Verified Adversary Proceeding* [Docket No. 3699], which was later supplemented and

¹⁰ Plaintiffs allege that Highland “failed and refused to file quarterly 2015.3 reports, leaving stakeholders, including Plaintiffs, in the dark about the value of the estate and the mix of assets it held, bought or sold.” Compl. ¶ 41. Plaintiffs’ allegations about the lack of transparency in the Bankruptcy Case is tired and purposefully misleading. ***Highland has complied with every single pre- and post-Effective Date disclosure obligation***—except for the Rule 2015.3 disclosure. The Fifth Circuit has denied Dugaboy’s appeal of the denial of its post-confirmation motion to compel compliance with Rule 2015.3, (*see* Case No. 22-10831, Document No. 46), and this Court has found that “it is not as though the Claimant Trustee is operating ‘under the radar’” (Valuation Order at 5). Moreover, as previously disclosed in this Court, the failure to file the 2015.3 reports during the case was a direct result of actions of persons who work for Plaintiffs and their affiliates, and in any event, at all time Plaintiffs’ control person had full access to the information they cry about. Nevertheless, Plaintiffs continue with their baseless allegations about the lack of transparency in this case.

modified [Docket Nos. 3760, 3815, and 3816] (collectively, the “Motion for Leave”).¹¹ In the Motion for Leave, HMIT sought leave to sue Highland, Mr. Seery, Stonehill, and Farallon¹² falsely alleging both direct and derivative claims for “insider trading” and breach of fiduciary duty (the “Proposed Claims”).

18. On August 25, 2023, this Court issued its order denying the Motion for Leave on multiple grounds. *See Highland Cap.*, 2023 WL 5523949 (the “Order Denying Leave”). In the Order Denying Leave, the Court found that, *inter alia*: (a) HMIT was not a “Claimant Trust Beneficiary” and not a “beneficial owner” of the Claimant Trust; (b) HMIT should not be treated as a “Claimant Trust Beneficiary” after “considering the current value of the Claimant Trust Assets ...”; (c) HMIT held “only an *unvested* contingent interest in the Claimant Trust,” and “HMIT’s status as a ‘beneficiary’ of the Claimant Trust is defined by the CTA itself, pure and simple;” and (d) the Court “does not have the power to equitably deem HMIT’s Contingent Trust Interest to be vested ...” *Id.* at 35.

G. Highland Files the Pro Forma Adjusted Balance Sheet Ahead of Mediation in July 2023

19. On April 20, 2023, James Dondero and certain of his controlled affiliates (collectively, the “Dondero Parties”) filed their *Motion to Stay and to Compel Mediation* [Docket No. 3752] (the “Mediation Motion”), which was granted, in part, on August 2, 2023, [Docket No. 3897].¹³ On July 6, 2023, in furtherance of mediation and in compliance with an agreed-upon Court order [Docket 3870], Highland filed a *pro forma* adjusted balance sheet [Docket No. 3872] (the “Pro Forma Adjusted Balance Sheet”). The Pro Forma Adjusted Balance Sheet disclosed a

¹¹ Each version of the Motion for Leave attached a proposed complaint [Docket Nos. 3699-1, 3760-1, 3815-1, 3816-1] (the last version, the “Proposed Complaint”).

¹² Stonehill and Farallon refer to, respectively, Stonehill Capital Management, LLC and Farallon Capital Management, LLC.

¹³ The mediation did not result in a settlement. *See* Docket No. 3964.

point-in-time \$152 million in assets (of which only \$37 million was cash or restricted cash) and \$130 million in liabilities for a total equity value of \$22 million, which, even assuming the equity value could be distributed (and it cannot be), is well short of the \$126 million needed to pay Allowed Class 8 and Class 9 claims (exclusive of interest).

20. The information disclosed on the Pro Forma Adjusted Balance Sheet was consistent with information that had already been disclosed in the Bankruptcy Case as of April 2023, [*see* Bankr. Docket Nos. 3756 and 3757] (the “Post-Confirmation Reports”), and through these disclosures should have resolved any good faith dispute around receiving sufficient information with which to make a global settlement offer. These enhanced Post-Confirmation Reports were publicly filed to provide interested parties substantially more information than was required. *See, e.g.*, Docket No. 3757 at 13-15 (Addendum showing (i) “Quarter-ending cash, Disputed Claims Reserve, and Indemnity Trust summary;” (ii) liabilities, including remaining disputed/expunged or pending claims, (iii) disbursements to Classes 8 and 9, and (iv) “Remaining investments, notes, and other assets”).

H. HMIT Seeks Reconsideration of Order Denying Leave Based on the Pro Forma Adjusted Balance Sheet

21. On September 8, 2023, HMIT filed its motion for reconsideration of the Order Denying Leave [Docket No. 3905] (the “Motion to Reconsider”), falsely and misleadingly contending that the Pro Forma Adjusted Balance Sheet (a) provided an accounting of the Claimant Trust Assets and (b) proved that (i) the value of the Claimant Trust Assets exceeded liabilities and (ii) HMIT was “in the money” and (c) its interests were likely to vest and that HMIT therefore had standing as a “Claimant Trust Beneficiary.” On October 6, 2023, the Court denied the Motion to Reconsider [Docket No. 3936] (the “Order Denying Reconsideration”). The Court found that, in pertinent part, the Balance Sheet did not “demonstrate that HMIT’s contingent interest is ‘in the

money,” noting that “HMIT does not give proper attention to the voluminous supplemental notes” in the Balance Sheet that are “integral to understanding the numbers therein.” *Id.* at 3 (citing Notes 5 and 6 of the Balance Sheet which show that Highland will operate at an “operating loss prospectively,” and that the administrative expenses and legal fees continue to deplete assets, among other things). The Court also found that the Balance Sheet did not constitute “newly discovered evidence” because it did not contain information that was materially different from the information disclosed on the Post-Confirmation Reports, filed three months earlier. *Id.* at 2-3.

III. ARGUMENT

A. The Court Does Not Have Subject Matter Jurisdiction Over Counts One and Three

22. The Court does not have subject matter jurisdiction to adjudicate Counts One and Three. Counts One and Three are moot, and Count Three impermissibly seeks an advisory opinion.

1. Legal Standard

23. A motion under Rule 12(b)(1) must be considered before any motion on the merits because subject matter jurisdiction is required to determine the validity of any claim. *See Moran v. Kingdom of Saudi Arabia*, 27 F.3d 169, 172 (5th Cir. 1994). “Lack of subject matter jurisdiction may be found in any one of three instances: (1) the complaint alone; (2) the complaint supplemented by undisputed facts evidenced in the record; or (3) the complaint supplemented by undisputed facts plus the court’s resolution of disputed facts.” *Ramming v. United States*, 281 F.3d 158, 161 (5th Cir. 2001) (per curiam). “The burden of proof for a Rule 12(b)(1) motion to dismiss is on the party asserting jurisdiction.” *Id.* “A case is properly dismissed for lack of subject matter jurisdiction when the court lacks the statutory or constitutional power to adjudicate the case.” *Home Builders Ass’n of Mississippi, Inc. v. City of Madison, Miss.*, 143 F.3d 1006, 1010 (5th Cir. 1998) (internal quotations omitted).

2. Counts One and Three are Moot

i. Count One is Moot in Light of the Pro Forma Adjusted Balance Sheet

24. Count One is moot in light of the Pro Forma Adjusted Balance Sheet and must be dismissed for lack of subject matter jurisdiction under Rule 12(b)(1). For a court to have subject matter jurisdiction over a suit, a “controversy must remain live throughout the suit’s existence.” *Bazzrea v. Mayorkas*, 3:22-CV-265, 2023 WL 3958912, at *3 (S.D. Tex. June 12, 2023). “A case becomes moot—and therefore no longer a ‘Case’ or ‘Controversary’ for purpose of Article III—when the issues presented are no longer ‘live’ or the parties lack a legally cognizable interest in the outcome.” *Yarls v. Bunton*, 905 F.3d 905, 909 (5th Cir. 2018) (internal quotations omitted).

25. Here, the issue presented in Count One is no longer “live.” In Count One, Plaintiffs seek (a) “information regarding the Claimant Trust assets,” including the amount of assets and liabilities, so that (b) Plaintiffs can “determine whether their Contingent Claimant Trust Interests may vest into Claimant Trust Interests.” Compl. ¶¶ 82-88. As discussed *supra*, the Pro Forma Adjusted Balance Sheet provides this very information. It shows the value of the Claimant Trust Assets, the Claimant Trust’s liabilities, and the potential equity value available for Claimant Trust Beneficiaries (assuming all Claimant Trust Assets are liquidated at current valuations and liabilities are fixed). HMIT admitted as much in its Motion to Reconsider when it specifically (but incorrectly) maintained that, based on the assets and liabilities shown on the Pro Forma Adjusted Balance Sheet, “[HMIT’s] Contingent Claimant Trust Interest will vest, or put colloquially, [HMIT] is ‘in the money.’” Motion to Reconsider ¶¶ 5-8 (emphasis added).¹⁴ The Post-

¹⁴ Although Plaintiffs have effectively admitted the Pro Forma Adjusted Balance Sheet moots their requested relief, as this Court is aware, the current value of the Claimant Trust Assets does not dictate when or if Plaintiffs’ Contingent Trust Interests will ever vest. Whether and when Contingent Trust Interests may someday vest depends upon the satisfaction of the conditions set forth in the CTA and the Plan, and this Court “does not have the power to equitably deem HMIT’s Contingent Trust Interest to be vested ...” regardless of whether the value of the pro forma assets exceeds the pro forma value of the liabilities on a particular date. Order Denying Leave at *35.

Confirmation Reports, filed prior to the Complaint in filed in April 2023, similarly disclose the financial information requested in Count One, including, *inter alia*, the cash and the identification of remaining assets.

26. The Pro Forma Adjusted Balance Sheet and Post-Confirmation Reports have thus eliminated the “actual controversy” at the core of Count One, and there is no conceivable relief available to Plaintiffs through this claim that has not already been provided. Count One is therefore moot. *See Bazzrea*, 2023 WL 3958912, at *4 (finding plaintiffs’ claims moot where events that occurred after the complaint was filed “eliminated the actual controversy—the court cannot provide effectual relief and thus the plaintiffs’ claims are moot.”) Accordingly, Plaintiffs have not met their burden to establish that the Court has subject matter jurisdiction over Count One, and it should be dismissed under Rule 12(b)(1).

ii. Count Three is Moot Because the Court has Already Held that Contingent Claimant Interests are Not “In the Money”

27. Count Three, seeking a declaration regarding whether Plaintiffs’ Contingent Trust Interests “are likely to vest into Claimant Trust Interests, making them Claimant Trust Beneficiaries,” Compl. ¶ 94, is moot because the Court already decided this issue. As discussed above, in its Motion to Reconsider, HMIT incorrectly argued that the Pro Forma Adjusted Balance Sheet showed that HMIT’s Contingent Trust Interests were “in the money” and likely to vest, rendering HMIT a “Claimant Trust Beneficiary.” In its Order Denying Reconsideration, the Court found that Contingent Trust Interests are not “in the money,”¹⁵ and that HMIT is, therefore, not a Claimant Trust Beneficiary. As the Court explained, Plaintiffs’ reliance on the assets and liabilities disclosed on the Pro Forma Adjusted Balance Sheet in support of its argument that its interests

¹⁵ Although the Court’s finding related to HMIT’s Contingent Trust Interest, this ruling applies equally to Dugaboy, because both Plaintiffs both hold Contingent Trust Interests.

were “likely to vest” demonstrated a fundamental misunderstanding of the Pro Forma Adjusted Balance Sheet and the vesting mechanics in the CTA. Again, under the CTA, Contingent Trust Interests vest only if, among other things, Class 8 and Class 9 are paid in full. And as the Court further stated, the Claimant Trust Assets at any point in time will only be available for distribution to those classes after they are monetized and all fees and expenses, including indemnification obligations, are satisfied. *See* Order Denying Reconsideration at 3. In other words, as this Court found, unless and until such contingent obligations are *known and satisfied* and all Class 8 and Class 9 Claims have been actually paid in full, Contingent Trust Interests are not “in the money” and will not “vest.”

28. The Court’s finding in its Order Denying Reconsideration, in which the Court determined that Contingent Trust Interests are not “in the money,” has thus eliminated any “live” controversy presented by the relief sought in Count Three, namely, a determination whether Plaintiffs’ Contingent Trust Interests “are likely to vest into Claimant Trust Interests.” For the foregoing reasons, Counts One and Three are moot. The Court does not have subject matter jurisdiction over Counts One and Three under Rule 12(b)(1), and such claims should be dismissed.

3. Count Three Improperly Seeks an Advisory Opinion

29. The Court also does not have subject matter jurisdiction to rule on Count Three because it impermissibly seeks an advisory opinion. Under Article III of the Constitution, “no justiciable controversy is presented when ... the parties are asking for an advisory opinion.” *Paragon Asset Co. Ltd v. Gulf Copper & Mfg. Corp.*, 1:17-CV-00203, 2020 WL 1892953, at *1 (S.D. Tex. Feb. 11, 2020) (internal quotations omitted). The “well-established constitutional ban on advisory opinions” seeks to ensure that federal courts determine “specific disputes between parties, rather than hypothetical legal questions, and in doing so, conserve judicial resources.” *Texas v. Travis County*, 272 F. Supp. 3d 973, 980 (W.D. Tex. 2017), *aff’d sub nom. Texas v. Travis*

County, Texas, 910 F.3d 809 (5th Cir 2018); *see also Hodgson v. H. Morgan Daniel Seafoods, Inc.*, 433 F.2d 918, 920 (5th Cir. 1970) (“We cannot render an advisory opinion on hypothetical or abstract facts.”)

30. In Count Three, Plaintiffs impermissibly ask the Court to determine whether (a) current Claimant Trust Beneficiaries “*may be* indefeasibly paid” and (b) “Contingent Claimant Trust Interests *are likely* to vest.” Compl. ¶ 94 (emphasis added). Any such determination is dependent upon several hypothetical future events concerning, among other things, asset values and recoveries (*e.g.*, whether the Fifth Circuit sustains the Dondero Parties’ appeal in the Notes Litigation, and the Claimant Trust actually recovers the bonded amounts), actual future Claimant Trust expenses, and the nature and extent of indemnification obligations.¹⁶ As discussed *supra*, indemnification expenses are senior to distributions to the Claimant Trust Beneficiaries, and Claimant Trust Beneficiaries cannot be paid in full unless and until such indemnification expenses are liquidated and satisfied. Contingent Trust Interests therefore cannot vest unless and until indemnification claims are known and paid (and all Class 8 and Class 9 Claims are thereafter paid).

31. In light of the widespread litigation, additional threatened litigation, and continued accrual of related legal fees and expenses, the amount of indemnification obligations remains unknown. Thus, any determination as to whether Plaintiffs’ Contingent Trust Interests “are likely to vest” is contingent upon a number of unknown and contingent variables, including (a) the amount of indemnification obligations and (b) and whether sufficient cash remains to pay Classes 8 and 9 in full after those indemnification obligations (and other expenses) are satisfied. Such an abstract determination is precisely the type of relief precluded by the constitutional ban on advisory

¹⁶ The Highland Parties request that the Court take judicial notice of the active litigation in the Bankruptcy Case, as reflected in the *Amended Notice of Filing of Active Litigation Involve and/or Affecting the Highland Parties* [Docket No. 3880].

opinions. *See JPay LLC v. Burton*, 3:22-CV-1492-E, 2023 WL 5253041, at *10 (N.D. Tex. Aug. 15, 2023) (dismissing case for lack of subject matter jurisdiction and declining “to render an advisory opinion on the value of the aggregated claims of a contingent, theoretical class” where such determination is contingent on a “hypothetical facts”). Accordingly, Plaintiffs have failed to show that the Court has subject matter jurisdiction to adjudicate Count Three, and it should be dismissed under Rule 12(b)(1).

B. Count Three is Barred by Collateral Estoppel

32. Count Three is also barred by the doctrine of collateral estoppel. Collateral estoppel is referred to as “issue preclusion” and prevents relitigating the same issues or facts decided in a prior proceeding. Collateral estoppel precludes the re-litigation of issues or facts actually litigated in the original action, whether or not the second suit is based on the same cause of action. *See Houston Professional Towing Ass'n v. City of Houston*, 812 F.3d 443, 447 (5th Cir. 2016). “By precluding parties from contesting matters that they have had a full and fair opportunity to litigate, [collateral estoppel] protect[s] against the expense and vexation attending multiple lawsuits, conserve judicial resources, and foster reliance on judicial action by minimizing the possibility of inconsistent decisions.” *In re Reddy Ice Holdings, Inc.*, 611 B.R. 802, 808 (Bankr. N.D. Tex. 2020) (internal quotations omitted). Collateral estoppel applies when: “(1) the issue at stake is identical to the one involved in the earlier action; (2) the issue was actually litigated in the prior action; and (3) the determination of the issue in the prior action was a necessary part of the judgment in that action.” *Oyekwe v. Research Now Group, Inc.*, 542 F. Supp. 3d 496, 506 (N.D. Tex. 2021), appeal dismissed, 21-10580, 2021 WL 8776378 (5th Cir Dec. 28, 2021). These elements are easily met here.

33. The issue presented by Count Three—whether Plaintiffs’ “Contingent Claimant Trust Interests are likely to vest into Claimant Trust Interests” (Compl. ¶ 94)—is the same as the

issue at stake, and actually litigated, in connection with the Motion for Leave. In support of its Motion to Reconsider, HMIT argued that it had standing to assert its Proposed Claims because HMIT was “in the money” and its Contingent Trust Interests “will vest.” *See* Motion to Reconsider. In adjudicating the Motion to Reconsider, the Court determined that HMIT did not have standing to bring the Proposed Claims because its Contingent Trust Interests were not “in the money.” *See* Order Denying Reconsideration at 3. The issue of whether Contingent Trust Interests were “in the money” for purposes of the Motion to Reconsider, and whether Contingent Trust Interests are “likely to vest,” for purposes of this Complaint, are one and the same. This issue was, without question, litigated in connection with the Motion for Leave. The issue was raised by HMIT in its Motion to Reconsider, contested by the Highland Parties, submitted to this Court for adjudication, and expressly determined. *See Reddy*, 611 B.R. at 810 (“The requirement that an issue be ‘actually litigated’ for collateral estoppel purposes simply requires that the issue is raised, contested by the parties, submitted for determination by the court, and determined.”) (internal quotations omitted). The first and second elements of collateral estoppel are thus met.

34. The third prong of collateral estoppel—whether the Court’s prior ruling on this same issue was necessary or essential to the Order Denying Reconsideration—is likewise satisfied. The Court’s finding that Contingent Trust Interests were not “in the money” was necessary to the Court’s ultimate determination that HMIT did not have standing to assert the Proposed Claims. In other words, to determine whether HMIT could file the Motion for Leave, and later whether to grant the Motion to Reconsider, the Court was required to consider whether Contingent Trust Interests have vested. This was the only issue underlying the Motion to Reconsider, and it was necessary to the Order Denying Reconsideration. Plaintiffs are therefore collaterally estopped from re-litigating this same issue of whether their Contingent Trust Interests will vest. *See In re*

Derosa-Grund, 567 B.R. 773, 798 (Bankr. S.D. Tex. 2017) (debtor collaterally estopped from re-litigating issue of whether debtor owned film treatment where this same issue “was necessary” to determination on motion to reopen; was determined; and “Debtor cannot now relitigate this issue in an effort to prove that EMG owns the Treatment”).¹⁷ Accordingly, Count Three is barred by collateral estoppel, and for this additional reason, this claim should be dismissed.

C. Plaintiffs’ Claims Fail as a Matter of Law

35. Even if the Court had subject matter jurisdiction over Counts Two and Three, the Complaint fails to state plausible claims upon which relief can be granted under Federal Rule of Civil Procedure 12(b)(6) as to all Counts. To survive a motion to dismiss pursuant to Rule 12(b)(6), a plaintiff must plead “enough facts to state a claim to relief that is plausible on its face.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). “A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). “The plausibility standard is not akin to a ‘probability requirement,’ but it asks for more than a sheer possibility that a defendant has acted unlawfully.” *Id.* (quoting *Twombly*, 550 U.S. at 556). “Where a complaint pleads facts that are ‘merely consistent with’ a defendant’s liability, it ‘stops short of the line between possibility and plausibility of entitlement to relief.’” *Id.* (quoting *Twombly*, 550

¹⁷ Although Dugaboy was not a party in the Motion for Leave, literal identity of the parties is not required as part of the collateral estoppel analysis so long as the party against whom enforcement is sought was in privity with a party involved in the initial decision. Privity exists where a non-party’s interests were adequately represented in the first suit. See *Derosa-Grund*, 567 B.R. at 798 n. 21 (Bankr S.D. Tex. 2017) (noting “federal courts will bind a nonparty whose interests were represented adequately by a party in the original suit,” and “[t]he Fifth Circuit has found that adequate representation exists between a party and a non-party ‘where a party to the original suit is so closely aligned to the non-party’s interests as to be his virtual representative.’”) (quoting *Terrell v. DeConna*, 877 F.2d 1267, 1270 (5th Cir. 1989)). Here, there can be no question that Dugaboy’s interests were sufficiently aligned as to the issue of whether Contingent Trust Interests have vested, where both Dugaboy and HMIT hold those interests and Dugaboy was funding HMIT’s litigation. See *Meador v. Oryx Energy Co.*, 87 F. Supp. 2d 658, 665 (E.D. Tex. 2000) (non-party’s interests were “sufficiently aligned” with party in previous suit for purposes of claim preclusion where, in both cases, “the plaintiffs’ claims derive solely from rights” alleging arising from the same conveyance that was interpreted conclusively in prior suit).

U.S. at 557). “When well-pleaded facts fail to meet th[e] [*Twombly*] standard, the complaint has alleged—but it has not shown—that the pleader is entitled to relief.” *Id.* at 679. Dismissal is proper under Rule 12(b)(6) when, taking the facts alleged in the complaint as true, it appears that the plaintiff “cannot prove any set of facts that would entitle it to the relief it seeks.” *C.C. Port, Ltd. v. Davis-Penn Mortg. Co.*, 61 F.3d 288, 289 (5th Cir. 1995). “[I]t is clearly proper in deciding a 12(b)(6) motion to take judicial notice of matters of public record.” *Johnson v. Wells Fargo Bank, NA*, 999 F. Supp. 2d 919, 926 (N.D. Tex. 2014) (internal quotations omitted). Courts have “complete discretion” to either accept or exclude such evidence for purposes of the motion to dismiss. *Id.*

1. Plaintiffs’ Equitable Accounting Claim Fails as a Matter of Law

36. Count One, which seeks an accounting of the Claimant Trust Assets, fails to state a claim upon which relief can be granted under Rule 12(b)(6).

i. Plaintiffs Have No Rights to Financial Information Because They are Not Claimant Trust Beneficiaries

37. Plaintiffs have no rights to information regarding the Claimant Trust Assets.

38. *First*, as discussed above and as this Court has found, it is indisputable that Plaintiffs, holding only “Contingent Trust Interests,” are not “Beneficiaries” under the CTA.¹⁸ *See* Order Denying Leave at *35. As such, Plaintiffs have *no rights* under the CTA. *See id.* (quoting CTA, § 5.1(c)). Plaintiffs ignore this language and fail to offer any support for their broad request for financial information, other than vaguely asserting that they “are unable to determine whether their Contingent Claimant Trust Interests may vest into Claimant Trust Interests.” Compl. ¶ 83. As this Court found, while Plaintiffs may be “frustrated” that they did not negotiate the same rights

¹⁸ As discussed above, the Court may take judicial notice of the CTA. *See Johnson*, 999 F. Supp. 2d at 926 (taking judicial notice of document that is a matter of public record when considering Rule 12(b)(6) motion).

as the “actual Claimant Trust Beneficiaries,” (Valuation Order at 5), there is simply no foundation—in law, equity, or otherwise—for Plaintiffs’ request for financial information. Plaintiffs acknowledge that they are not “Claimant Trust Beneficiaries” but nevertheless imply, without any supporting facts or authority, that they should not only be treated as such, but should receive information not otherwise available to Claimant Trust Beneficiaries. In so arguing, Plaintiffs blatantly disregard the plain terms of the CTA, the Plan, and this Court’s prior orders, which expressly foreclose the relief sought in their Claims.

39. **Second**, and for largely these same reasons, equitable relief is not available where, as here, the parties’ rights and obligations at issue are set forth in the agreement. *See In re Am. Home Mortg. Holdings, Inc.*, 386 Fed. Appx. 209, 212-13 (3d Cir. 2010) (affirming bankruptcy court’s denial of equitable relief to distributions under trust documents where, among other things, the trust documents controlled distribution of monthly payments, and the Trust Certificate “cannot be rewritten on equitable grounds,” and noting “[i]n interpreting the provisions of the Trust Documents, we apply Delaware law, which instructs that a party is bound by the plain meaning of clear and unequivocal contract terms.”); *Grunstein v. Silva*, CIV.A. 3932-VCN, 2009 WL 4698541, at *6 (Del. Ch. Dec. 8, 2009) (“Where those [fiduciary] rights arise from a contract that specifically addresses the matter at issue, the court evaluates the parties’ conduct within the framework they themselves crafted, instead of imposing more broadly defined equitable duties.”).

40. Here, the CTA expressly provides that (a) Plaintiffs are not Beneficiaries of the Claimant Trust, and, therefore, (b) Plaintiffs have no rights under the CTA. *See supra* ¶¶ 10-13. *supra*. Accordingly, the plain language of the CTA forecloses the notion that Plaintiffs have any right—equitable or otherwise—to financial information on the Claimant Trust Assets. Plaintiffs’

attempt to re-write the CTA on equitable grounds in order to grant non-beneficiaries information rights is entirely without merit.

41. **Third**, even if Plaintiffs were Claimant Trust Beneficiaries, any information rights would still be limited. Section 3819(a) of the Delaware Statutory Trust Act (the “Trust Act”) governs information rights for beneficiaries of Delaware statutory trusts and ascribes primacy to the trust’s agreement:

Except to the extent otherwise provided in the governing instrument of a statutory trust, each beneficial owner of a statutory trust ... has the right, subject to such reasonable standards ... as may be established by the trustees or other persons who have authority to manage the business and affairs of the statutory trust, to obtain from the statutory trust from time to time upon reasonable demand for any purpose reasonably related to the beneficial owner's interest as a beneficial owner of the statutory trust

12 Del. C. § 3819(a) (emphasis added); *see also In re Natl. Coll. Student Loan Trusts Litig.*, 251 A.3d 116, 150 (Del. Ch. 2020) (Trust Agreements “are the governing instruments of the Trusts under the DST Act.”) Here, the CTA *does* “otherwise provide.” As discussed *supra*, pursuant to the CTA and the Plan, only “Claimant Trust Beneficiaries,” by design, have information rights, which are set forth in section 3.12(b) of the CTA. *See* CTA § 3.12(b) (providing that the **only** entities with information rights under the Plan are “Claimant Trust Beneficiaries.”) And the Claimant Trust Beneficiaries’ rights (a) are limited, (b) do not include rights to asset or subsidiary level information, and (c) can be further limited by the Claimant Trustee as appropriate to “maintain confidentiality.”

42. Any duties running from the Claimant Trustee to actual Beneficiaries of the Claimant Trust relating to the disclosure of information are expressly limited by the CTA. 12 Del. C. § 3806(c) (“To the extent that ... a trustee ... has duties (including fiduciary duties) to a ... beneficial owner or to another person that is a party to or is otherwise bound by a governing instrument, the trustee’s ... duties may be ... restricted or eliminated by provisions in the governing

instrument”) Thus, even the actual Claimant Trust Beneficiaries would not have the broad information rights that Plaintiffs (who, again, are not even Claimant Trust Beneficiaries) seek here. This further undermines Plaintiffs’ unsupported allegations that they have any equitable rights to information on the Claimant Trust Assets.

ii. Any Claim for an Equitable Accounting Fails Under Delaware Law

43. To the extent Count One is treated as one for an accounting cognizable in equity, it likewise fails. Under Delaware law,¹⁹ an accounting is not a cause of action sounding in equity. *Williams v. Lester*, 2023-0042-SG, 2023 WL 4883610, at *3 (Del. Ch. Aug. 1, 2023). It is an equitable remedy by which a fiduciary may be caused to account for property subject to trust. *Id.* A claim for an accounting lies only where “(i) there are mutual accounts between parties, (ii) a fiduciary relationship exists and the defendant has a duty to account, or (iii) the accounts are all on one side but there are circumstances of great complication.” *Bus. Funding Group, Inc. v. Architectural Renovators, Inc.*, C.A. 12655, 1993 WL 104611, at *2 (Del. Ch. Mar. 31, 1993); *see also McMahon v. New Castle Assoc.*, 532 A2d 601, 605 (Del. Ch. 1987) (“[A] request for an accounting by a *fiduciary* is a recognized basis for chancery jurisdiction,” noting “equity shall rarely, if ever, have to be resorted to in order to determine the state of accounts in a purely commercial relationship.”); 12 Del. C. § 3806(c). Where, as here, an agreement sets forth the fiduciary relationship between the parties, an extra-contractual relationship cannot be created. *See Grunstein v. Silva*, CIV.A. 3932-VCN, 2009 WL 4698541, at *6 (Del. Ch. Dec. 8, 2009) (“Where those [fiduciary] rights arise from a contract that specifically addresses the matter at issue, the court evaluates the parties’ conduct within the framework they themselves crafted, instead of imposing more broadly defined equitable duties.”)

¹⁹ There can be no dispute that Delaware law applies to Plaintiffs’ Claims. The Claimant Trust is a statutory trust formed under the laws of Delaware and governed by the Trust Act. Trust Act, 12 Del. C. § 3801 *et seq.*

44. The CTA governs the parties' rights and obligations. Pursuant to the CTA, Plaintiffs, as holders of Contingent Trust Interests, "**shall have no rights**" thereunder, and there is no underlying fiduciary relationship between the Claimant Trustee and Plaintiffs. Plaintiffs do not allege as such, nor could they. The Court cannot impose any duties of disclosure other than what is set forth in the CTA. Plaintiffs' equitable accounting claim fails as a matter of law. *See Bus. Funding Group*, 1993 WL 104611, at *2 (denying claim for equitable accounting where "the parties' relationship, which is defined exclusively by the purchase and sale agreements, involves an arm's-length commercial dealing and bears none of the earmarks of a fiduciary relationship," noting the "plaintiff negotiated the protection it needed in the [] agreements," which "does not create a fiduciary relationship"); *Natl. Coll.*, 251 A.3d at 150 ("[T]he plain language of the Trust Agreement forecloses any notion that the Owner Trustee owes any extra-contractual duties (fiduciary or otherwise)" to non-owner deal parties, noting "[i]f the drafters of the Trust Agreement ... had intended the Owner Trustee to administer the Trusts in the interests of another deal party, the Trust Agreements would have said so.").²⁰

45. Under these circumstances, Plaintiffs fail to show why equity should abrogate the terms of the CTA agreement to create extra-contractual rights relating to the disclosure of financial information or an accounting. This is especially true in light of Plaintiff HMIT's "unclean hands." HMIT is a defendant in an action on a note owed to Highland with current principal and interest owed in excess of \$98 million. *See Adv. Pro. No. 21-03076-sgj*, Docket No. 1, Count 24 (breach of contract claim arising out of HMIT note). HMIT cannot seek equitable relief relating to the

²⁰ *See also Henry v. CitiMortgage, Inc.*, 4:11-CV-83, 2011 WL 2261166, at *8 (E.D. Tex. May 10, 2011), *report and recommendation adopted*, 2011 WL 2214007 (E.D. Tex. June 7, 2011) (dismissing claim for equitable accounting where "Plaintiff does not explain why she is entitled to an accounting, let alone allege any facts to support her requests," noting "an accounting is an equitable remedy and not an independent cause of action."); *Johnson v. Wells Fargo Bank, NA*, 999 F. Supp 2d 919, 935 (N.D. Tex. 2014) (dismissing plaintiff's request for equitable relief because there is a contract between the parties that governs the dispute.)

disclosure of assets of the Claimant Trust when HMIT's own behavior has violated principles of equity and righteous dealing on issues relevant to the instant Action. Plaintiffs' equitable claim for financial information on the Claimant Trust is without foundation or support, blatantly disregards the CTA and other applicable documents, and fails to allege a cognizable claim. For this additional reason, Count One should be dismissed.

2. Plaintiffs' Claims for Declaratory Relief Fail as a Matter of Law

46. Plaintiffs' claims for declaratory relief—Counts Two and Three—also fail to state claims under Rule 12(b)(6). To sustain a claim for declaratory or injunctive relief, a plaintiff must first plead a viable underlying cause of action. *See Collin County, Tex. v. Homeowners Ass'n for Values Essential to Neighborhoods*, 915 F.2d 167, 170-71 (5th Cir. 1990)) (the “federal declaratory judgment act is remedial only ... it is the defendant's underlying cause of action against the plaintiff that is litigated in a suit under the act”); *see also Henry*, 2011 WL 2261166, at *8 (“The Declaratory Judgment Act is a procedural device that creates no substantive rights and requires the existence of a justiciable controversy.”); *Sivertson v. Citibank, N.A. as Tr. for Registered Holders of WAMU Asset-Back Certificates WAMU Series No. 2007-HE2 Tr.*, 390 F. Supp. 3d 769, 794 (E.D. Tex. 2019) (same). “Where all the substantive, underlying claims are subject to dismissal, a claim for declaratory relief cannot survive.” *Wallace v. U.S. Bank, N.A.*, No. 4:17-CV-437, 2018 WL 1224508, at *2 (E.D. Tex. Mar. 9, 2018).

47. Plaintiffs' Claims for declaratory relief in Counts Two and Three fail to state plausible claims because there is no underlying controversy. They are premised on Count One, which, as discussed, is not a cognizable claim. *See* Compl. ¶¶ 90 (“*[o]nce Defendants are compelled to provide information about the Claimant Trust Assets*, Plaintiffs seek a determination from the Court of the relative value of the Claimant Trust Assets compared to the bankruptcy estate obligations,” and a declaration that “the conditions are such that their Contingent

Claimant Trust Interests are likely to vest into Claimant Trust Interests”) (emphasis added). Since there is no basis to “compel” the disclosure of financial information and Count One fails as a matter of law, Plaintiffs’ claims for declaratory relief, which are dependent upon such disclosure, likewise fail as a matter of law. *See Johnson*, 999 F. Supp. 2d at 935 (“Because the undersigned has determined that none of Plaintiffs claims can withstand dismissal at this time, Plaintiff’s requests for declaratory and injunctive relief as well as an accounting cannot survive.”)²¹

48. The value of the Claimant Trust Assets and liabilities at any given point is irrelevant to a determination whether Plaintiffs’ Contingent Trust Interests “are likely to vest.” Contingent Trust Interests cannot vest until (a) all Claimant Trust Assets are liquidated, (b) all expenses, including indemnification expenses, are known and have been satisfied, and (c) Claimant Trust Beneficiaries are thereafter paid in full. Until these and other critical variables are known, the financial information Plaintiffs seek in their Complaint is meaningless for purposes of determining “vesting.” *See supra* ¶¶ 36-27. There is no justiciable controversy underlying Plaintiffs’ claims for declaratory relief. Counts Two and Three should be dismissed. The Claims fail as a matter of law, and the Complaint should be dismissed in its entirety.

IV. CONCLUSION

WHEREFORE, Highland respectfully requests that the Court grant the Motion and enter an order in the form annexed to the Motion as Exhibit A, and grant such further relief as the Court deems just and proper.

²¹ *See also Washington v. JP Morgan Chase Bank, N.A.*, 3:18-CV-1870-K-BN, 2019 WL 587289, at *8 (N.D. Tex. Jan. 18, 2019), *report and recommendation adopted*, 2019 WL 586048 (N.D. Tex. Feb. 12, 2019) (“Because Plaintiff has failed to state a plausible underlying claim, Plaintiff’s claims for injunctive and declaratory relief should also be dismissed.”); *Henry*, 2011 WL 2261166, at *9 (“As Plaintiff has alleged no facts that would lead to the conclusion that a present controversy exists between her and Defendants, Plaintiff does not have a right to relief under the Declaratory Judgment Act.”)

Dated: November 22, 2023

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No. 143717)
John A. Morris (NY Bar No. 2405397)
Gregory V. Demo (NY Bar No. 5371992)
Hayley R. Winograd (NY Bar No. 5612569)
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Email: jpomerantz@pszjlaw.com
jmorris@pszjlaw.com
gdemo@pszjlaw.com
hwinograd@pszjlaw.com

-and-

HAYWARD PLLC

/s/ Zachery Z. Annable

Melissa S. Hayward
Texas Bar No. 24044908
MHayward@HaywardFirm.com
Zachery Z. Annable
Texas Bar No. 24053075
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, Texas 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

*Counsel for Highland Capital Management, L.P., and the
Highland Claimant Trust*

EXHIBIT 5

STINSON LLP
 Deborah Deitsch-Perez
 Michael P. Aigen
 2200 Ross Avenue, Suite 2900
 Dallas, Texas 75201
 Telephone: (214) 560-2201
 Facsimile: (214) 560-2203
 Email: deborah.deitschperez@stinson.com
 Email: michael.aigen@stinson.com

*Counsel for The Dugaboy Investment Trust
 and Hunter Mountain Investment Trust*

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

	§	
In re:	§	Chapter 11
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	Case No. 19-34054-sgj11
	§	
Reorganized Debtor.	§	
	§	
	§	
DUGABOY INVESTMENT TRUST and	§	
HUNTER MOUNTAIN INVESTMENT TRUST,	§	
	§	
Plaintiffs,	§	Adv. Pro. No. 23-03038-sgj
	§	
vs.	§	
	§	
HIGHLAND CAPITAL MANAGEMENT, L.P. and	§	
HIGHLAND CLAIMANT TRUST,	§	
	§	
Defendants.	§	
	§	

**THE DUGABOY INVESTMENT TRUST AND HUNTER MOUNTAIN
 INVESTMENT TRUST’S RESPONSE TO THE HIGHLAND PARTIES’ MOTION
 TO DISMISS COMPLAINT TO (I) COMPEL DISCLOSURES ABOUT THE ASSETS
 OF THE HIGHLAND CLAIMANT TRUST and (II) DETERMINE (A) RELATIVE
 VALUE OF THOSE ASSETS, and (B) NATURE OF PLAINTIFFS’ INTEREST
IN THE CLAIMANT TRUST**

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I. PRELIMINARY STATEMENT

1. Plaintiffs filed this adversary proceeding against Defendants Highland Capital Management, L.P. (“HCMLP”) and the Highland Claimant Trust (the “Claimant Trust”) (collectively, “Defendants”) to obtain critical information about the assets and liabilities of the Claimant Trust, which was established under the Order Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (the “Plan”) [Bankr. Dkt. 1943-1] for the benefit of Claimant Trust Beneficiaries to monetize and liquidate the assets of the HCMLP bankruptcy estate.¹ Plaintiffs have sought this information since June 2022, while HCMLP spent the last 18 months exhausting significant resources to keep the financial status of the estate out of the public eye. Ironically, in the interim, the litigation trustee voluntarily stayed his avoidance action, effectively acknowledging what Plaintiffs have been arguing – that there is more than enough money in the estate to pay all creditors with interest. This is consistent with the disclosure of the Pro-Forma Adjusted Balance Sheet (“Balance Sheet”)² in July 2023 evidencing that Plaintiffs are *in the money*³ after all creditors have been paid with interest.

2. At the same time, HCMLP and the Claimant Trust have blocked Plaintiffs (and have indicated an intent to continue to block them) from seeking relief to which they would otherwise be entitled, by contending without evidence that Plaintiffs have no standing because they are purportedly not “in the money” – *i.e.*, able or even likely to recover anything from the Claimant Trust.

3. Given Plaintiffs’ established interest and Defendants’ “heads-I-win, tails-you-lose” arguments, further disclosure of the estate’s financial status is warranted and required. As a result,

¹ Complaint to (I) Compel Disclosures About the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiffs’ Interests in the Claimant Trust (“Complaint”), Dkt. No. 1, at ¶¶ 1, 64.

² Bankr. Dkt. 3872 at p.5.

³ “In the money” is a colloquial term that has been used in this case to mean that the net assets of the Claimant Trust are sufficient to make it certain and/or likely that the Class 10 and/or 11 Claimholders will be entitled to payment from the estate.

Plaintiffs bring three claims in this adversary proceeding: Count One requests an accounting; Count Two requests a declaratory judgment regarding the value of the Claimant Trust assets; and Count Three requests a declaratory judgment and determination regarding the nature of Plaintiffs' interests in the Claimant Trust. These claims are necessary to rebut HCMLP and the Claimant Trust's continued disputation of the financial status of the estate.

4. Although the Balance Sheet disclosed the positive net value of the estate, HCMLP and the Claimant Trust continue to deny the estate's solvency and to block Plaintiffs' efforts to gain further insight into the financial condition of the estate — what assets are being sold and what expenses can be avoided. Plaintiffs are entitled to the information that will enable them to advocate to maximize recovery for former equity who are *in the money*.

5. Defendants' motion to dismiss should be seen in this light, and also viewed with skepticism due to the conflicts of interest, discussed below, that taint the decision-making of the Debtor and Claimant Trustee - who have a vested interest in obscuring the finances of Claimant Trust in order to justify keeping the estate open and maintaining lucrative positions for its administrators.⁴

6. Defendants engage in doublespeak when they argue that the disclosure of the Balance Sheet moots the Plaintiffs' claims, while also arguing that Plaintiffs cannot rely on the Balance Sheet because it reflects nothing more than alleged "estimates" and that market forces will cause variances. They cannot have it both ways.

7. Defendants also claim, albeit mistakenly, that Plaintiffs are collaterally estopped because the Bankruptcy Court already ruled in a separate proceeding that the Balance Sheet did not establish that Plaintiffs were *in the money*.⁵ Plaintiffs disagree with Defendants' interpretation of the Balance Sheet, the appealed conclusions and impact of the Court's order, and whether collateral

⁴ See paragraph 14 to 16 *infra*.

⁵ Dkt. 14 at ¶¶ 32-34; Order Denying Motion of Hunter Mountain Investment Trust Seeking Relief Pursuant to Federal Rules of Bankruptcy Procedure 7052, 9023, and 9024, Bankr. Dkt. 3936.

estoppel applies. The Court's order was not essential to the Court's determination on standing in those other proceedings. Furthermore, The Dugaboy Investment Trust ("Dugaboy") was not a party to those proceedings and, therefore, is not subject to collateral estoppel.

8. Plaintiffs' claims present ripe, justiciable controversies, and this Court has subject matter jurisdiction over Plaintiffs' claims. If Defendants' interpretation is wrong, then Plaintiffs have a right to protect their *in the money* status and to determine how the assets are currently being monetized and maximized for their benefit. If Defendants are correct in their interpretation of the data in the Balance Sheet, which they are not and for the sake of argument only, then Plaintiffs are still entitled to further investigate the current financial condition of the estate in light of continued litigation and monetization of assets. Either way, Plaintiff should be allowed to proceed with this action.

9. Thus, Defendants' Motion to Dismiss should be denied for several reasons. First, neither the Balance Sheet nor the Court's order denying reconsideration moot Counts One or Three. Second, Count Three does not seek an advisory opinion. Third, Count Three is not barred by collateral estoppel. Fourth, Count One sufficiently states a claim for an accounting. Lastly, Counts Two and Three sufficiently state a claim for declaratory judgment.

II. BACKGROUND

10. Dugaboy and Hunter Mountain Investment Trust ("HMIT") (collectively, "Plaintiffs") are documented holders of denominated Contingent Claimant Trust Interests that become Claimant Trust Beneficiaries after all creditors are paid in full.⁶ The Claimant Trust Agreement ("CTA")

⁶ Complaint to (I) Compel Disclosures About the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiffs' Interests in the Claimant Trust ("Complaint"), Dkt. No. 1, at ¶ 1, 58, 65.

evidences an intent that Plaintiffs become Claimant Trust Beneficiaries when Claimant Trust assets are sufficient to pay all lower ranked claims in full with interest.⁷

11. Defendants filed post-confirmation reports (dated October 21, 2022, January 24, 2023, and April 21, 2023) (“Post-Confirmation Quarterly Reports”) demonstrating that there is more than enough money in the estate to satisfy legitimate indemnity obligations and to otherwise pay Class 8 and 9 creditors in full.⁸ With more than \$100 million in assets remaining to monetize (not even counting related party notes), and almost \$550 million in assets already monetized, there is enough money to pay the \$387 million in allowed creditor claims.⁹ The Post-Confirmation Quarterly Reports for the first quarter of 2023 also show distributions of \$270,205,592 to holders of unsecured claims, which is 68% of the total value of allowed general unsecured claims of \$397,485,568.¹⁰ This amount is far greater than what was represented at the time of confirmation of the Plan.¹¹

12. Plaintiffs have previously sought additional financial information without success.¹² Specifically, Plaintiffs have asked for more granular information to allow an even more detailed evaluation to specifically identify all of the money raised and how it has been used and distributed, ***including at least a hundred million dollars not clearly accounted for***, based on the Defendants’ financial filings.¹³ But Defendants steadfastly refuse to provide this information.¹⁴ Instead,

⁷ *Id.* at ¶¶ 65-66.

⁸ *Id.* at ¶ 2. Under the Plan, General Unsecured Claims were classified as Class 8 and Subordinated Claims were classified as Class 9. *Id.* at ¶ 57. The Plan also classified HMIT’s Class B Limited Partnership Interest and Class C Limited Partnership Interest as Class 10 and Dugaboy’s Limited Partnership Interest as Class 11. *Id.* at ¶ 58.

⁹ *Id.* at ¶ 2.

¹⁰ *Id.* at ¶ 67.

¹¹ *Id.* at ¶ 67.

¹² *Id.* at ¶ 17.

¹³ *Id.* at ¶ 2.

¹⁴ *Id.* at ¶ 17.

Defendants argue that Plaintiffs are wrong – that Plaintiffs are *not in the money* – but Defendants do so without providing any documentation to support their position.

13. Unquestionably, the value of the estate, as held in the Claimant Trust, has significantly changed since Plan confirmation.¹⁵ Many of the estate’s major assets have been liquidated or sold since then, increasing the value of the estate, and many of the assets held by the estate have significantly increased in value, also increasing the value of the estate.¹⁶ But these current proceedings will enable Plaintiffs to further evaluate the current value of the estate, evaluate and protect the distributions to which Plaintiffs are entitled, and evaluate whether those who should be safeguarding the estate’s value are doing so rather than enabling continual waste. Meanwhile, the selective financial information that has been provided suggests that inappropriate self-dealing has occurred - which on its own justifies a full accounting.¹⁷

14. Likewise, Defendants have failed to provide an ongoing portrait of the estate’s finances. These current proceedings are therefore warranted so Plaintiffs and the bankruptcy court can know exactly what information is being utilized to stymie Plaintiffs’ efforts to challenge Defendants’ administration of the estate and Claimant Trust and Defendants’ attempts to justify unnecessary litigation by the estate against its own beneficiaries. The refusal to provide access to additional financial information is especially troublesome given the blatant conflict of interest that exists. James Seery is both the Claimant Trustee and the Trust Administrator of the Indemnity Subtrust (to whom the trustee of the Indemnity Subtrust answers).¹⁸ This creates an irresolvable conflict whereby Seery purports to have exclusive control over the Indemnity Subtrust—to the

¹⁵ *Id.* at ¶ 68.

¹⁶ *Id.* at ¶ 68.

¹⁷ *Id.* at ¶ 4.

¹⁸ See *Debtor’s Motion for Entry of an Order (I) Authorizing the (A) Creation of an Indemnity Subtrust And (B) Entry into an Indemnity Trust Agreement and (II) Granting Related Relief* [Bankr. Dkt. 2491] (the “Subtrust Motion”) at ¶ 21, pp. 8-9; Order approving the Subtrust Motion [Bankr. Dkt. 2599].

detriment of all Claimants and holders of Equity Interests. As the Trust Administrator of the Indemnity Subtrust, Seery directs administration of all aspects of the Indemnity Subtrust in his sole discretion.¹⁹ The sole beneficiaries of the Indemnity Subtrust are the Indemnified Parties as defined in Section 8.2 of the CTA and subject to its terms, including Seery himself.

15. Seery has the following duties under the Claimant Trust: a) pay the remaining Class 8 and 9 claims in full, b) file the GUC Certification, and c) vest the Class 10 and 11 Equity Interests.²⁰ In addition, he has the legal duty to do so timely and “not unduly prolong the duration of the Claimant Trust.”²¹ But because he is an Indemnified Party, subject to the terms of the CTA, Seery chooses to use the remaining assets of the Claimant Trust to both fund a cash reserve to the Indemnity Subtrust, reportedly now totaling \$50 million and, on top of that, create an additional “indemnity reserve” of some \$90 million²² in the Claimant Trust. Simply put, Seery has chosen (unilaterally and self-servingly) to dedicate the assets of the Claimant Trust to erect an “indemnity wall” in front of himself instead of using available funds consistent with his duties as the Claimant Trustee. These facts justify closer scrutiny of the Claimant Trust’s finances.

16. By concealing the details of the Claimant Trust, Seery, as Claimant Trustee, can continue to frustrate the Plan by refusing to pay Class 8 and 9 claims holders, refusing to file the GUC Certification confirming that Plaintiffs are *in the money*, and thereby render the treatment of all remaining constituents under the Plan, both claimants and former equity, illusory. All claimants, including the Plaintiffs, have a right and, given Defendants’ positions, a need to understand how the Claimant Trust is currently handling their money and interests.

¹⁹ See Subtrust Motion, Bankr. Dkt. 2491, at ¶ 21, pp. 8-9; CTA ¶ 6.1(a) which states that Claimant Trustee’s determinations concerning reserves for indemnification are “**not subject to the consent of the Oversight Board, may not be modified without the express written consent of the Claimant Trustee, and shall survive the termination of the Claimant Trustee**” (emphasis added).

²⁰ See CTA at ¶¶ 1.1(h), 1.1(aa), and 5.1.

²¹ See CTA at ¶¶ 2.2(b), 3.2(a), and 3.3(a).

²² Notice of Filing of the Current Balance Sheet of the Highland Claimant Trust, Bankr. Dkt. 3872 at Ex. A.

III. ARGUMENT

A. The Balance Sheet Does Not Moot Count One.

17. Defendants argue in their Motion that “Count one is moot in light of the Balance Sheet and must be dismissed for lack of subject matter jurisdiction under Rule 12(B)(1).” Motion at ¶ 24. Specifically, Defendants argue that the Balance Sheet, which was filed on July 6, 2023, and discloses financial information as of May 31, 2023, “shows the value of the Claimant Trust Assets, the Claimant Trust liabilities, and the potential equity value available for Claimant Trust Beneficiaries (assuming all Claimant Trust Assets are liquidated at current valuations and liabilities are fixed),” and has “thus eliminated the ‘actual controversy’” between the parties. Motion at ¶¶ 25-26. But they are wrong. The dispute remains ongoing, not the least of which because of *Defendants* contentions and arguments that the Balance Sheet is not conclusive.

18. Defendants themselves argued on April 24, 2023, a month before the as-of date on the Balance Sheet, that “Mr. Dondero and Hunter Mountain and Dugaboy keep telling the Court assets exceed liabilities. Assets exceed liabilities. And you know our position on that, Your Honor. They may; they may not.”²³ Defendants’ telling observation contradicts their mootness argument and—importantly—reinforces Plaintiffs’ claims for further disclosures. If the Balance Sheet provides all necessary information and is accurate, then it should be easy for Defendants to admit that holders of Contingent Claimant Trust Interests have vested into Claimant Trust Interests. If Defendants want to contest the logical conclusion drawn from the Balance Sheet—the only currently-available disclosure of its kind—then Defendants should be compelled to produce the financial information necessary to

²³ Apr. 24, 2023 Hrg. Trans., Bankr. Dkt. 3765, at 29:4 – 7.

support their position.²⁴ But Defendants refuse to do so. They instead ask this Court to rely on their ambiguous *ipsi dixits* without supporting proof.²⁵

19. Additionally, despite disclosing only the Balance Sheet, Defendants have argued that Plaintiffs should not rely on it. Taken as true, the Balance Sheet confirms Plaintiffs' *in the money* status. Nonetheless, Plaintiffs are entitled to more detailed information, particularly in light of Defendants' arguments disclaiming their own Balance Sheet.

20. For example, the information contained in the Balance Sheet provides information as of May 31, 2023, but estate administration is ongoing.²⁶ Defendants argue as much: the Balance Sheet specifically states that the information contained in it "is based on matters as they exist as of the date of preparation and not as of any future date."²⁷

21. Additionally, although the Balance Sheet assigns values to the Claimant Trust's assets and liabilities, it is unaudited and provides no detail regarding what is included in those values or how they were determined.²⁸ Thus, because there is no description of which assets have been sold or what value was realized as a result of those sales, there is no way to determine the current extent to which asset sales were materially mismanaged, causing Plaintiffs to be damaged. Further, there is no

²⁴ *In re Comu*, No. 09-38820-SGJ-7, 2014 WL 3339593, at *51 (Bankr. N.D. Tex. July 8, 2014), *aff'd*, *appeal dismissed sub nom. Comu v. King Louie Min., LLC*, 534 B.R. 689 (N.D. Tex. 2015), *aff'd sub nom. Matter of Comu*, 653 Fed. Appx. 815 (5th Cir. 2016) and *aff'd sub nom. Matter of Comu*, 653 Fed. Appx. 815 (5th Cir. 2016) (where this Court opined "Moreover, where [Debtor] remained silent about assets and material financial information, and 'chose to disclose material financial information *only* when directly asked or confronted with the truth,' his 'behavior justifies a presumption of fraud, as this is the essence of intent to deceive.' As the bankruptcy court in *In re Henley* pointed out, holding otherwise would send 'a dangerous message: that as long as a debtor eventually discloses his earlier omission, any earlier fraudulent intent is negated. In effect, this would mean that there are no consequences for a debtor's failure to make proper and timely disclosures.'" (citing *In re Henley*, 480 B.R. 708, 796 (Bankr. S.D. Tex. 2012)).

²⁵ For example, on May 1, 2023, "[t]he debtor's counsel asserted in oral argument that, based on all the [unspecified] record evidence, the debtor's assets would be completely depleted, likely in Class 8 — several classes higher than Dugaboy's priority class ..." *Matter of Highland Capital Management, L.P.*, No. 22-10960, 2023 WL 4861770, at *3 (5th Cir. July 31, 2023).

²⁶ Bankr. Dkt. 3872 at Exhibit A, p.5.

²⁷ *Id.* at p.6.

²⁸ *Id.* ("This presentation is not in accordance with US GAAP and is unaudited . . .").

information that would allow the parties or the Court to determine the reasonableness of all of the administrative costs that have been incurred to date and will be incurred in the future.²⁹ While the Balance Sheet certainly demonstrates that Plaintiffs are *in the money*, additional information is needed to make sure that the benefits which will flow to Plaintiffs are maximized and not wasted.

22. With respect to assets, there is no detail regarding the “Investments,” only a vague estimation that \$118 million of Investments exist. The Debtor filed an addendum to its March 31, 2023 Operating Report (Bankr. Dkt. 3757 at Addendum Item 5) (“Addendum”)³⁰ disclosing certain remaining assets, but even that is opaque. For example, the Addendum discloses “[p]ost-sale escrows” from “two private equity companies.”³¹ But there is no disclosure of which companies it refers to, the amounts of the escrows, the conditions precedent to the release of the escrows, or the anticipated timing.³² Additionally, the Debtor holds “direct or indirect interest in two private funds.”³³ But Debtor has not disclosed which funds. What are their respective liquidity rules? Have they been going up or down in value? The Debtor also lists “other misc.,” which includes “future revenue streams and receivables” without detail.³⁴ With respect to cash, while the Plaintiffs can estimate the estate’s cash balance, where that cash is sitting and what structural or accounting restrictions are in place on its use remain unclear. Finally, Plaintiffs do not have a current perspective on future cash flows, their amounts, and their probability of continuing.

23. With respect to liabilities, the Balance Sheet shows \$15 million in “[o]ther liabilities” and a purported adjustment of \$13 million *additional* “[o]ther liabilities.”³⁵ What is the basis for these

²⁹ Bankr. Dkt. 3872 at Exhibit A, p.5.

³⁰ Bankr. Dkt. 3757 at p. 15

³¹ *Id.*

³² *See, generally*, Addendum.

³³ Bankr. Dkt. 3757 at p. 15

³⁴ *Id.*

³⁵ Bankr. Dkt. 3872 at Exhibit A, p. 5.

liabilities? Are they owed to estate-affiliated parties that may be subject to negotiation or third-party service providers such as the office lease for which there really is no basis for negotiation? What is the payment deadline on these liabilities and is there interest running? What are the off-balance sheet “springing contingent liabilities” in Note 5 to the Balance Sheet?³⁶

24. Further, the Balance Sheet purports to make four “adjustments” totaling \$198 million in reduction in the value of the estate. While the notes explain the two asset-related “adjustments,” there is no explanation of the basis for and amount of the \$90 million “[a]dditional indemnification reserves” and the aforementioned \$13 million in “[o]ther liabilities.”

25. Financial statements of a company typically are comprised of a balance sheet, income statement, and a cash flow statement (also, if applicable, a Statement of Changes to Shareholder Equity). These collectively give a more detailed perspective of the company’s finances, including but not limited to regarding what expenses have been incurred to date and likely will need to be incurred into the future and what revenues likely will be generated. Even with a company in liquidation, it is important to understand what, if any, expenses would need to continue and what, if any, additional cash will be generated. This information is vital to any party seeking to wrap up the estate. Further disclosures are required to facilitate the important decisions necessary to resolve this estate that has been “liquidating” post-Effective Date for over two and a half years—with no end in sight.

26. Notably, Defendants have previously raised the above-stated issues to avoid reliance on the Balance Sheet—the very same document they now incredibly claim “moots” Plaintiffs’ Count One. Specifically, Defendants seek to disclaim any reliance on the Balance Sheet by stating that it is merely an estimate and *should not be relied upon by anyone*: “The information contained in this summarized consolidated balance sheet (the “Summary”) is based on estimates, and therefore should

³⁶ *Id.* at p. 6

not be relied upon, as actual results may differ materially from the estimates contained herein.”³⁷ But this is true gamesmanship. Defendants cannot provide estimates to claim that Defendants have received everything they need and then disclaim the reliability of that very same information. This classic doublespeak is precisely the type of “litigation posturing” that the Fifth Circuit warned about in *Fontenot v. McCraw*, 777 F.3d 741, 747-48 (5th Cir. 2015), when it stated that courts must give closer attention when a defendant claims to have mooted a case through the defendant’s “voluntary conduct,” as opposed to “official acts of third parties.”

27. Plainly, Defendants’ production of the Balance Sheet does not resolve Plaintiffs’ claims. The financial status of the Claimant Trust and whether/when Plaintiffs are entitled to distributions is an ongoing controversy as a result of the ongoing sale of assets and distributions. When there is an ongoing controversy, a case is not moot. *Franciscan All., Inc. v. Becerra*, 47 F.4th 368, 377 n.40 (5th Cir. 2022) (“if there is an ongoing dispute giving a plaintiff standing, the case is not moot.”); *Laza v. City of Palestine*, No. 6:17-CV-00533-JDK, 2021 WL 2856685, at *7 (E.D. Tex. July 8, 2021) (case is not moot because “[t]his controversy is ongoing and live . . . and Plaintiff has a concrete interest in the matter.”); *In re RE Palm Springs II, LLC*, No. 3:20-CV-3486-B, 2021 WL 3213013, at *3 (N.D. Tex. July 29, 2021) (“Thus, under § 363(m), the sale of the Property does not moot SRC’s appeal because there is an ongoing issue, which was properly preserved, as to whether HPS acted in good faith.”); *Friends of Lydia Ann Channel v. U.S. Army Corps of Engineers*, No. 2:15-CV-514, 2016 WL 6876652, at *6 (S.D. Tex. Nov. 22, 2016) (case is not moot because “[t]here are ongoing controversies”). In sum, Count One should not be dismissed because Defendants’ provision of information at one point in time, months ago, (the reliability of which Defendants have expressly disavowed) does not moot this ongoing controversy.

³⁷ Bankr. Dkt. 8372 at Exhibit A at p.6 (emphasis added).

B. The Court’s Order Denying Reconsideration Does Not Moot Count Three.

28. Defendants argue that Count Three, which seeks a declaration regarding that Plaintiffs’ Contingent Trust Interests are at least “likely to vest into Claimant Trust Interests, making them Trust Beneficiaries,” is moot because the Court purportedly already decided this issue. Motion at ¶ 27. Specifically, Defendants argue that Plaintiff HMIT’s Motion to Reconsider filed with respect to the Order Denying Leave, “incorrectly argued that the Pro Forma Adjusted Balance Sheet showed that HMIT’s Contingent Trust Interests were ‘in the money,’ and likely to vest, and that the Court subsequently found that Contingent Trust Interests are not ‘in the money.’” Motion at ¶ 27. Defendants claim that this eliminated any live controversy presented by Count Three. Motion at ¶ 28. Defendants are incorrect.

29. A case becomes moot when “an intervening event renders the court unable to grant the litigant any effective relief whatever.” *Franciscan All., Inc. v. Becerra*, 553 F. Supp. 3d 361, 368 (N.D. Tex. 2021); *see also DeOtte v. State*, 20 F.4th 1055, 1064 (5th Cir. 2021) (stating a case is moot when “any set of circumstances . . . eliminates [the] actual controversy after the commencement of a lawsuit”). However, “[a]s long as the parties have a concrete interest, however small, in the outcome of the litigation, the case is not moot.” *Franciscan All.*, 553 F. Supp. 3d at 368.

30. As the cases cited above demonstrate, an ongoing controversy, such as the one that exists here, cannot be mooted. This Court’s *dicta* that HMIT was not “*in the money*” at the time it issued its order is based on information that Defendants refuse to stand behind. It does not mean that HMIT is not “*in the money*” now nor does it mean that HMIT will never be “*in the money*.” And, finally, the order on which Defendants seek to rely is currently on appeal and may be overturned.³⁸

31. In sum, Plaintiffs have a concrete interest in a determination that its Contingent Trust Interests are effectively vested and this Court’s previous order does not eliminate that interest. Thus,

³⁸ Hunter Mountain Investment Trust’s Second Notice of Appeal, Bankr. Dkt. 3945.

Count Three is not moot and cannot be dismissed. Defendants' Motion should be denied because it is based on flawed legal arguments and misapprehends the nature of Plaintiffs' claims.

C. Count Three Does Not Seek an Advisory Opinion.

32. Defendants next argue that Count Three should be dismissed because it purportedly seeks an impermissible "advisory opinion," and, therefore, the Court does not have subject matter jurisdiction to rule on the claim.³⁹ Specifically, Defendants argue that Plaintiffs' requests for relief about whether they are or will be entitled to be paid are dependent on a number of unknown and contingent variables, rendering the request an "abstract determination" that is impermissible. Motion at ¶¶ 30-31.

33. "Although [d]eclaratory judgments cannot be used to seek an opinion advising what the law would be on a hypothetical set of facts . . . , declaratory judgment plaintiffs need not actually expose themselves to liability before bringing suit." *Frye v. Anadarko Petroleum Corp.*, 953 F.3d 285, 294 (5th Cir. 2019) (internal quotations omitted). "Basically, the question in each case is whether the facts alleged, under all the circumstances, show that there is a substantial controversy, between the parties having adverse legal interests, of sufficient immediacy and reality to warrant the issuance of a declaratory judgment." *Id.* (quotation omitted).

34. Here, Count Three is not dependent upon hypothetical facts. Count Three is only dependent upon a resolution of whether the "Claimant Trust assets exceed the obligations of the bankruptcy estate in an amount sufficient so that all Allowable Claims may be indefeasibly paid[.]"⁴⁰ Contrary to Defendants' argument, this does not require the Court to consider hypothetical future events like the outcome of the appeal in the Notes Litigation,⁴¹ future Claimant Trust expenses, or the

³⁹ Motion at ¶ 29.

⁴⁰ Complaint at ¶ 94.

⁴¹ *Highland Capital Management, L.P. v. Highland Capital Management Fund Advisors, L.P.*, et al, Case No. 21-cv-00881 (N.D. Tex.) at Dkt. 158 [App. 18-21].

nature and extent of indemnification obligations. Motion at ¶ 30. Instead, Count Three seeks a declaration that, at the time that this proceeding is decided, the Claimant Trust assets exceed the obligations of the bankruptcy estate such that Plaintiffs' Contingent Trust Interests are effectively vested. There is nothing "abstract" about this request. This is not an advisory opinion and the Court should reject Defendants' request to dismiss Count Three.

D. Count Three Is Not Barred by Collateral Estoppel.

35. Defendants next argue that Count Three should be dismissed because it is barred by the doctrine of collateral estoppel. Specifically, Defendants argue that the issue presented by Count Three, whether Plaintiffs' Contingent Interests are likely to vest, is purportedly the same issue already litigated in connection with HMIT's Motion to Reconsider. Motion at ¶ 33.

36. Collateral estoppel only applies if "(1) the issue at stake [is] *identical* to the one involved in the prior action; (2) the issue [was] actually litigated in the prior action; and (3) the determination of the issue in the prior action [was] *a necessary part of the judgment* in that earlier action." *Hacienda Records, L.P. v. Ramos*, 718 Fed. App'x 223, 228 (5th Cir. 2018) (emphases added). The Fifth Circuit has held that a previous decision is not "necessary" to the final judgment when it is "incidental, collateral, or immaterial to that judgment." *Hicks v. Quaker Oats Co.*, 662 F.2d 1158, 1168 (5th Cir. 1981) ("it has always been the rule that although an issue was fully litigated and a finding made on the issue in prior litigation, the prior judgment will not act as collateral estoppel as to the issue if the issue was not necessary to the rendering of the prior judgment, and hence was incidental, collateral, or immaterial to that judgment."). *See also OJSC Ukrnafta v. Carpatsky Petroleum Corp.*, No. CV H-09-891, 2018 WL 5921228, at *6-8 (S.D. Tex. Nov. 13, 2018) (same). But the issue raised in Count Three is neither identical to the issues litigated in connection with HMIT's Motion to Reconsider nor was it a necessary part of the Court's resulting order.

37. This Court’s prior decision does not address the current issue in dispute and certainly does not mean that HMIT (or somehow Dugaboy, who was not a party in those proceedings) is not “*in the money*” now, nor does it mean that HMIT (or Dugaboy) will never be “*in the money.*” Accordingly, the issue at stake (as well as the parties) are not identical and collateral estoppel does not apply.

38. This Court’s previous finding was not a necessary part of this Court’s decision on HMIT’s Motion for Leave or HMIT’s Motion to Reconsider. The Court initially denied HMIT’s Motion for Leave without any consideration of whether HMIT was “*in the money.*” Therefore, the issue of whether HMIT was “*in the money*” cannot have been a “necessary” part of the Court’s order. It also cannot be said to have been fully and fairly litigated, another prerequisite for collateral estoppel,⁴² because it was only able to be raised in a post judgment motion without discovery or a hearing.⁴³

39. Furthermore, the Court conceded that its dicta on whether HMIT was “*in the money*” was not necessary to its decision denying the Motion to Reconsider. Specifically, the Court found that there were no reasonable grounds to reopen the record based on the post-hearing financial disclosures because it believed that they were not materially different than the Post-Confirmation Reports filed by Debtor on April 21, 2023.⁴⁴ The Court went on to state that: “[s]o, to the extent HMIT is arguing that the ‘post-hearing financial disclosure filings’ are something akin to newly discovered evidence or otherwise a ground for a new hearing or altering findings, HMIT’s argument lacks merit. Moreover, even if this court were to consider the ‘post-hearing financial disclosure filings,’ the court disagrees

⁴² *In re USAA Gen. Indem. Co.*, 629 S.W.3d 878, 883 (Tex. 2021); *Diminico v. Lehman Bros.*, 84 F.3d 433, at *1 (5th Cir. 1996) (not designated for publication).

⁴³ *USAA*, 629 S.W.3d at 884.

⁴⁴ Order Denying Motion of HMIT Seeking Relief Pursuant to Federal Rules of Bankruptcy Procedure 7052, 9023, and 9024 (Bankr. Dkt. 3936) at pp. 2-3.

with HMIT's central argument that they demonstrate HMIT's contingent interest is 'in the money....'"⁴⁵ In other words, per the Court's words, the finding on which Defendants seek to rely was unnecessary dicta and not a basis for the application of collateral estoppel. *Hicks*, 662 F.2d at 1168. Accordingly, collateral estoppel does not apply and Count Three should not be dismissed.

E. Count One Sufficiently States a Claim for Disclosures of Claimant Trust Assets and Request for Accounting.

1. Plaintiffs have a legal right to obtain the information that they seek in this proceeding.

40. Defendants argue that Plaintiffs have no right to any financial information as a matter of law because they allegedly hold only Contingent Trust Interests and are not beneficiaries under the CTA. Motion at ¶¶ 38-41. According to Defendants, the language of the CTA makes clear that only current beneficiaries have rights to information under the CTA. Defendants are incorrect. Plaintiffs are intended (albeit contingent) beneficiaries of the Claimant Trust.

41. The Delaware Code does not define the term "beneficiary," but Delaware courts follow the RESTATEMENT (THIRD) OF TRUSTS,⁴⁶ which defines beneficiaries to include contingent beneficiaries:

Persons who are beneficiaries: in general. The "beneficiaries" of a trust are the persons or classes of persons, or the successors in interest of persons or class members, upon whom the settlor manifested an intention to confer beneficial interests (vested **or contingent**) under the trust, plus persons who hold powers of appointment (special or general) or have reversionary interests by operation of law. Also included are persons who have succeeded to interests of beneficiaries by assignment, inheritance, or otherwise.⁴⁷

42. Delaware courts routinely hold that, when interpreting undefined statutory terms, courts must give those terms a "reasonable and sensible meaning in light of their intent and purpose." *Angstadt v. Red Clay Consol. Sch. Dist.*, 4 A.3d 382, 390 (Del. 2010). In ascertaining the "reasonable

⁴⁵ *Id.* at p. 3.

⁴⁶ See, e.g., *In re Tr. Under Will of Flint for the Benefit of Shadek*, 118 A.3d 182, 195 (Del. Ch. 2015); *Tigani v. Tigani*, No. CV 2017-0786-KSJM, 2021 WL 1197576, at *14 (Del. Ch. Mar. 30, 2021), *aff'd*, 271 A.3d 741 (Del. 2022).

⁴⁷ RESTATEMENT (THIRD) OF TRUSTS, § 48 cmt. a (2003) (emphasis added).

and sensible meaning” of terms, Delaware courts rely on dictionaries as a source of interpretation. *See id.*

43. Black’s Law Dictionary defines “beneficiary” as, among other things, “[s]omeone who is designated to receive the advantages from an action or change . . . or to receive something as a result of a legal arrangement or instrument” and includes both “contingent beneficiar[ies]” and “direct beneficiar[ies]” within the definition without any qualification regarding their rights.⁴⁸ By contrast, Black’s distinguishes an “incidental beneficiary” as a “third-party beneficiary, who, though benefiting indirectly, is not intended to benefit from a contract and thus does not acquire rights under the contract.”⁴⁹ Nothing in the CTA indicates that Plaintiffs are merely “incidental beneficiaries.”

44. In light of the RESTATEMENT and the definition in Black’s Law Dictionary, it is reasonable and sensible to interpret the word “beneficiary” as used in Section 3327 of the Delaware statute to include contingent beneficiaries. Rules of statutory interpretation support this conclusion.

45. As the Delaware Supreme Court explained, a court “may not engraft upon a statute language which has been clearly excluded therefrom by the Legislature.” *Giuricich v. Emtrol Corp.*, 449 A.2d 232, 238 (Del. 1982) (citing *Wilmington Trust Co. v. Barry*, 338 A.2d 575, 578 (Del Super. Ct. 1975), *aff’d*, 359 A.2d 664 (Del. 1976)). If the Delaware Legislature had intended that only “vested” beneficiaries could bring an action to remove a trustee, as opposed to any beneficiary (whether residual or contingent), it would have so specified. In this case, the relevant statute—Del. Code Ann. tit. 12, § 3327—uses the term “beneficiary” without defining or limiting it. Accordingly, a court may not do what the Delaware Legislature refused to do by engrafting the term “vested” into the statute to qualify the term “beneficiary.”

⁴⁸ *Black’s Law Dictionary* (11th ed. 2019).

⁴⁹ *Id.*

46. Delaware courts refuse to read statutory language restrictively to exclude certain classes of beneficiaries. *See Estate of Tigani*, No. CV 7339-ML, 2016 WL 593169, at *14 (Del. Ch. Feb. 12, 2016) (holding that the “statute’s use of the general term beneficiary, without any language restricting the class of beneficiary to whom it refers, fairly encompasses a vested beneficiary subject to divestiture”); *Estate of Necastro*, No. C.A. 10,538, 1991 WL 29958, at *1 (Del. Ch. Feb. 28, 1991) (rejecting a “restrictive reading” of “beneficiary” under 12 Del.C. § 2302(d) and instead holding that “Exceptants [whom the parties characterized as “contingent beneficiaries”] have standing . . . based upon their indirect interest in a share of the estate through their status as beneficiaries of a testamentary trust”). In short, neither the applicable Delaware statute nor Delaware case law limits the term “beneficiary” to vested beneficiaries, to the exclusion of contingent ones.

47. Defendants argue, incorrectly, that the language of the CTA purportedly strips Plaintiffs of standing. In particular, Defendants argue that the CTA provides that holders of Contingent Trust Interests (including Plaintiffs) “shall not have any rights under this Agreement, unless and until the Claimant Trustee files with the Bankruptcy Court a certification that all GUC Beneficiaries have been paid indefeasibly in full, including, to the extent applicable, all accrued and unpaid post-petition interest consistent with the Plan and all Disputed Claims have been resolved (the ‘GUC Payment Certification’).”⁵⁰ They further argue that the agreement provides that “Equity Holders will be deemed ‘Beneficiaries’ under this Agreement only upon the filing of a GUC Payment Certification with the Bankruptcy Court.”⁵¹ But Delaware law makes clear that a trust agreement, however worded, may not strip the trustee’s duty of good faith and fair dealing and, importantly, the

⁵⁰ CTA, Bankr. Dkt. 3521-5 at § 5.1(c).

⁵¹ *Id.*

CTA does not disclaim any such duties.⁵² Here, observance of that duty precludes the argument that the language of the CTA destroys Plaintiffs' standing.

48. Under Delaware law, unless the governing trust agreement says otherwise, the trustee of a statutory trust has those duties set forth in common law, including the duties of loyalty, good faith, and due care. *See* Del. Code Ann. tit. 12, § 3809; *Rende v. Rende*, No. 2021-0734-SEM, 2023 WL 2180572, at *11 (Del. Ch. Feb. 23, 2023). And while a governing trust agreement may expressly disclaim these duties (although this one does not), Delaware law prohibits the elimination of the duty of good faith and fair dealing. *In re National Collegiate Student Loan Trusts Litigation*, 251 A.3d 116, 185-86 (Del. Ch. 2020) (“While parties may agree to waive default fiduciary duties, the DSTA forbids parties from eliminating the “implied contractual covenant of good faith and fair dealing.”) (citing Del. Code. Ann. tit. 12, § 3806(c)).

49. Here, the duty of good faith and fair dealing is particularly important where Plaintiffs' status as “beneficiaries” under the Agreement is purportedly dependent upon Mr. Seery's discretion to file a GUC Certification declaring them as such. “Stated in its most general terms, the implied covenant requires a party in a contractual relationship to refrain from arbitrary or unreasonable conduct which has the effect of preventing the other party to the contract from receiving the fruits of the bargain.” *Dunlap v. State Farm Fire and Cas. Co.*, 878 A.2d 434, 442 (Del. 2005) (internal quotations omitted).

50. As other RESTATEMENT jurisdictions have recognized, Mr. Seery's refusal to give the GUC Certification and recognize Plaintiffs vesting of Classes 10 and 11 warrants treating those classes as fully vested. “[V]esting cannot be postponed by unreasonable delay in distributing an estate and [...] when there is such delay, contingent interests vest at the time distribution *should* have been

⁵² The CTA is governed by Delaware law. *Id.* at § 11.10.

made.” *Estate of Cornell v. Johnson*, 367 P.3d 173, 178 (Idaho 2016) (emphasis added) (discussed in RESTATEMENT (SECOND) OF TRUSTS § 198 (1959)); *see also Edwards v. Gillis*, 146 Cal.Rptr.3d 256, 263 (Cal. Ct. App. 4 Dist., 2012) (“when there is [unreasonable] delay contingent interests vest at the time distribution should have been made.”).

51. As set forth above, the Claimant Trust had sufficient assets to pay unsecured creditors in Classes 8 and 9 in full with interest at least as early as May 2023, and in all probability as early as September 2022.⁵³ And the CTA requires Mr. Seery as Claimant Trustee to “make timely distributions and not unduly prolong the duration of the Claimant Trust.”⁵⁴ Had Mr. Seery fulfilled that mandate, he could and should have distributed remaining funds to Classes 8 and 9 in July 2023 at the latest, filed the GUC Certification with the Court, and begun distributing remaining assets to Classes 10 and 11. In short, Plaintiffs’ contingent interests *should have vested* many months ago. Therefore, the law treats Plaintiffs as Claimant Trust Beneficiaries regardless of the language of the CTA.

52. In sum, the Plan defines the “Contingent Claimant Trust Interests” to include the Claimant Trust Interests distributed to Holders of Class A, B, and C Limited Partnership Interests.⁵⁵ The CTA defines “Contingent Trust Interests” to be the contingent interests in the Claimant Trust to be distributed to the Class A, B, and C Limited Partnership Interests.⁵⁶ Finally, the CTA defines “Claimant Trust Beneficiaries to include Class A, B and C Limited Partnership Interests upon the filing of the GUC certification.⁵⁷ Class A, B and C Limited Partnership Interests are intentionally defined as contingent or secondary beneficial interests in the Plan and the CTA and are therefore not

⁵³ Two of the estate’s major private equity positions sold in May 2022, and the remaining largest positions sold in September 2022. The May 2022 assets were Cornerstone Healthcare Group [*see* App. 05-09] and MGM [*see* App. 01-04]. The September 2022 positions were CCS Medical [*see* App. 10-14] and Trussway [*see* App. 15-17].

⁵⁴ CTA, Bankr. Dkt. 3521-5 at § 3.2(a).

⁵⁵ *See* Plan at Art. I, § B, ¶ 44.

⁵⁶ *See* CTA ¶ 1.1(m).

⁵⁷ *Id.*, ¶¶ 1.1(h) and 5.1(c).

mere incidental or third-party beneficiaries.⁵⁸ Plaintiffs have standing and a right to seek the information that they request in their Complaint.

2. Plaintiffs' accounting claim is sufficient under Delaware and Texas law.

53. Defendants also argue that Count One must be dismissed to the extent it is treated as an equitable accounting claim. Motion at ¶ 43. Specifically, Defendants argue that an accounting is not a cause of action in equity but only an equitable remedy where a fiduciary may be compelled to provide an account for property subject to trust. Defendants further argue that here, the CTA governs the rights of the parties and does not provide Plaintiffs as holders of Contingent Trust Interests with any rights. Motion at ¶ 44. Defendants are wrong once again.

54. Initially, as explained immediately above, Plaintiffs have legal rights, including a right to an accounting that under Delaware law, including the Delaware Statutory Trust Act, as well as the CTA. Therefore, Count One is proper under Delaware law.

55. Alternatively, Plaintiffs are entitled to bring an accounting claim under Texas law. “Questions of substantive law are controlled by the laws of the state where the cause of action arose, but matters of remedy and procedure are governed by the laws of the state where the action is sought to be maintained.” *Wells Fargo Bank Texas, N.A. v. Foulston Siefkin LLP*, 348 F. Supp. 2d 772, 783 (N.D. Tex. 2004), *vacated on other grounds*, 465 F.3d 211 (5th Cir. 2006). Defendants assert that an action for an accounting “is an equitable remedy.” Motion at ¶ 43. Thus, Defendants arguments based on Delaware law are misplaced because the law of the state where the action is sought to be maintained, Texas, applies in this regard. Motion at ¶¶ 39–45.

56. Under Texas law, courts have jurisdiction over claims seeking to “determine the powers, responsibilities, duties, and liability of a trustee,” including “claims for a trust accounting.”

⁵⁸ See also *Memorandum Opinion and Order Pursuant to Plan “Gatekeeper Provision” and Pre-Confirmation “Gatekeeper Orders”*: Denying Hunter Mountain Investment Trust’s Emergency Motion for Leave to File Verified Adversary Proceeding, Bankr. Dkt. 3903, at p. 2.

Berry v. Berry, 646 S.W.3d 516, 527–28 (Tex. 2022). “Any interested person” may bring such a claim. *Id.* (citation omitted). An “interested person” includes a “beneficiary” as well as any other “person who is affected by the administration of the trust.” *Id.* at 528 (citation omitted). A “beneficiary” is “a person for whose benefit property is held in trust, regardless of the nature of the interest.” *Id.* (citation omitted). An “interest” includes “any interest, whether legal or equitable or both, present or future, vested or contingent, defeasible or indefeasible.” *Id.* (citation omitted). “Whether a person, excluding a trustee or named beneficiary, is an interested person may vary from time to time and must be determined according to the particular purposes of and matter involved in any proceeding.” *Id.* (citation and internal marks omitted).

57. In this case, the Plan created the Claimant Trust, which was established for the benefit of Claimant Trust Beneficiaries. Complaint at ¶ 64. “Claimant Trust Beneficiaries” include, by definition, “Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.” Complaint at ¶ 64. Plaintiffs are holders of those partnership interests. Complaint at ¶¶ 53–59. As explained above, because Plaintiffs are beneficiaries of the Claimant Trust, they may bring claims under Texas law against the Claimant Trust for a trust accounting.

58. Defendants argue that Plaintiffs cannot sue for an accounting because their interests are contingent. Motion at ¶ 38. But under Texas law, the holder of “any interest, whether legal or equitable or both, present or future, vested *or contingent*, defeasible or indefeasible,” as “may vary from time to time,” may bring a claim for an accounting against the trustee. *Hill v. Hunt*, No. CIV.A. 3:07-CV-2020-, 2009 WL 5178021, at *2 (N.D. Tex. Dec. 30, 2009) (citing Tex. Prop. Code § 111.004(6)).

59. Further, because Plaintiffs can request an accounting under Texas law, Defendants’ objection to Plaintiffs’ claims for declaratory relief necessarily fails because, contrary to Defendant’s

failed assertion, Plaintiffs have stated an underlying cause of action for the declaratory relief (an accounting). Motion at ¶¶ 46–47.

3. **Defendants have not adequately demonstrated that either Plaintiff has unclean hands.**

60. Defendants argue without authority that HMIT should be denied relief as a result of its “unclean hands.” Motion at ¶ 45. Defendants’ only support for this claim is a one-sentence reference to a currently pending lawsuit against HMIT, among others, for breach of a promissory note.⁵⁹ Not only was this lawsuit brought by a different party than those involved in this litigation, but Defendants fail to provide any evidence of any wrongdoing by HMIT (let alone Dugaboy) other than bald conclusory allegations in a complaint, let alone evidence of wrongdoing related to the allegations in this dispute.

F. **Counts Two and Three Sufficiently State a Claim for Declaratory Judgment.**

61. Defendants argue that Counts Two and Three, which seek declaratory relief, also fail to state a claim under Fed. R. Civ. P. § 12(b)(6) because they are based on Count One, and Count One is not a cognizable claim. Motion at ¶ 47. For the reasons discussed above, Count One does state a valid claim and therefore Counts Two and Three should not be dismissed.

62. Defendants also argue, without authority, that the value of the assets and liabilities of the Clamant Trust at any given point in time is irrelevant to whether Plaintiffs’ Contingent Trust Interests are likely to vest because the Contingent Trust Interests cannot vest until several conditions are satisfied, including the liquidation of assets and expenses being paid. Motion at ¶ 48. Specifically, Defendants argue that “until these and other critical variables are known, the financial information Plaintiffs seek in their Complaint is meaningless for purposes of determining ‘vesting’”⁶⁰ and therefore there is no controversy underlying these claims. Even if Defendants were correct, and they

⁵⁹ Motion at ¶ 45.

⁶⁰ *Id.* at ¶ 48.

are not, and these other variables must be determined first, the financial information sought by Defendants is exactly the information that will be necessary under the CTA to determine these variables and to determine when and how much Plaintiffs will be paid once these events occur. Defendants, of course, do not dispute this. In other words, it is nonsensical to claim that the requested information is “meaningless” just because the amounts payable to Plaintiffs may change in the future. The exact amounts do not need to be established at this time. The Court should decline Defendants’ request to dismiss Counts Two and Three.

IV. CONCLUSION

63. Wherefore, Plaintiffs respectfully request that the Court deny the Motion in its entirety and grant any further relief as the Court deems proper and just.

Respectfully submitted,

STINSON LLP

/s/Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

*Counsel for The Dugaboy Investment Trust and the
Hunter Mountain Investment Trust*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on December 29, 2023 a true and correct copy of this document was served electronically via the Court's CM/ECF system to the parties registered or otherwise entitled to receive electronic notices in this case.

/s/Deborah Deitsch-Perez _____

Deborah Deitsch-Perez

EXHIBIT 6

STINSON LLP

Deborah Deitsch-Perez

Michael P. Aigen

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for Hunter Mountain Investment Trust

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

In re	§	
	§	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	Case No. 19-34054-sgj11
	§	
Reorganized Debtor. ¹	§	
	§	

MOTION FOR LEAVE TO FILE A DELAWARE COMPLAINT

¹ The *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P., (As Modified)* [Dkt. No. 1808] (the “*Plan*”), filed by Highland Capital Management, L.P. (“*HCMLP*”) became effective on August 11, 2021 (the “*Effective Date*”).



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I. PRELIMINARY STATEMENT

1. Movant Hunter Mountain Investment Trust (“Movant”) seeks leave to file a complaint in Delaware Chancery Court seeking the removal of James P. Seery, Jr. (“Mr. Seery”) as Trustee of the Claimant Trust created pursuant to the plan of reorganization of Highland Capital Management, L.P. (“Highland” or the “Debtor”). Under applicable Delaware law, removal of a trustee is warranted when the trustee commits a breach of trust, substantially impairs the administration of the trust through the Trustee’s continued service, is unwilling or unable to perform his duties properly, or has hostility toward one or more beneficiaries that threatens efficient administration of the trust. As set forth below in greater detail, all four of these circumstances exist here.

2. Mr. Seery has breached his duties, including his duty of loyalty by using Claimant Trust assets to fund a separate indemnity sub-trust (to pay his own potential legal expenses – in a blatant conflict of interest) instead of using those assets to pay the claims of Claimant Trust beneficiaries. In addition, Mr. Seery is overtly hostile to Movant—the holder of Class 10 claims and the largest holder of Contingent Trust Interests under the Claimant Trust. Either of these circumstances alone justifies Mr. Seery’s removal, but the combination requires it. The attached proposed Delaware complaint states a “colorable” claim, and this Motion should be granted.

II. STATEMENT OF FACTS

A. Highland’s Plan Contemplated Orderly “Monetization” of Highland’s Assets, Payment of Eleven Classes of Claims, and Winding Up of Highland’s Business

3. The Bankruptcy Court entered an order (the “Confirmation Order”) confirming the Fifth Amended Plan of Highland Capital Management, L.P. (as Modified) (the “Plan”) on February 22, 2021.² In broad strokes, the Plan called for “the orderly wind-down of the Debtor’s estate,

² Confirmation Order, Dkt. 1943.

including the sale of assets and certain of its funds over time, with the Reorganized Debtor continuing to manage certain other funds, subject to the oversight of the Claimant Trust Oversight Board.”³

4. The Plan contemplated payment of 11 classes of claims. Classes 1 through 7 have already been paid. The remainder are: Class 8, comprising general unsecured claims, of which 93% of allowed claims have been paid;⁴ Class 9, comprising subordinated claims; Class 10, comprising Class B/C limited partnership interest claims; and Class 11, comprising Class A limited partnership interest claims.⁵ Highland’s former equity holders were assigned Class 10 and 11 claims. Movant Hunter Mountain Investment Trust is the only holder of Class 10 claims and owner of the lion’s share of the residual equity in Highland.⁶

5. The Plan contemplated that all of Highland’s assets would be managed through three entities: (1) a Claimant Trust, (2) a Litigation Sub-Trust, and (3) the Reorganized Debtor.⁷ The Claimant Trust was tasked with administering “Claimant Trust Assets” and serving as the Reorganized Debtor’s limited partner.⁸ The Litigation Sub-Trust, a sub-trust of the Claimant Trust, was tasked with pursuing “Estate Claims.”⁹ And the Reorganized Debtor was tasked with

³ *Id.*, ¶ 2.

⁴ *See* Dkts. 3956 at p. 7 and 3757 at p. 13.

⁵ *See* Plan, Ex. A to Dkt. 1943, at Art. III, §§ B, H.

⁶ *See* Plan at Art. I, § B, ¶¶ 34-36.

⁷ *See* Plan at Art. IV, § A.

⁸ The Plan defines “Claimant Trust Assets” to mean all assets of the estate that are not “Reorganized Debtor Assets,” including all causes of action, available cash, proceeds realized from such assets, any rights of setoff or recoupment and other defenses with respect to such assets, any assets transferred to the Claimant Trust by the Reorganized Debtor, the limited partnership interests in the Reorganized Debtor, and the ownership interests in the Reorganized Debtor’s new general partner. *See* Plan at Art. I, § B, ¶ 26.

⁹ *See* Plan at Art. IV, § A. The Plan defines “Estate Claims” to mean “any and all estate claims and causes of action against [James] Dondero, [Mark] Okada, other insiders of the Debtor, and any of their related entities, including any promissory notes held by any of the foregoing. Plan at Art. I, § B, ¶ 60; Dkt. 354, Ex. A at p. 4 (defining “Estate Claims” to mean “claims and causes of action against Mr. Dondero, Mr. Okada, other insiders of the Debtor, and each of the Related Entities, including any promissory notes held by any of the foregoing.”).

administering the “Reorganized Debtor Assets” and managing the wind down of the “Managed Funds.”¹⁰

B. The Confirmation Order and the Plan Contemplated the Creation of a Claimant Trust Managed by Mr. Seery under the Supervision of an Oversight Board

6. The confirmed Plan contemplated the creation of a “Claimant Trust,” to be created pursuant to a separate Claimant Trust Agreement, the “CTA.”¹¹ According to the Bankruptcy Court, the whole reason for the Claimant Trust was to “manage and monetize the Claimant Trust Assets for the benefit of the Debtor’s economic stakeholders.”¹² The Court further observed that, upon full payment of allowed claims, the Claimant Trust contemplated that “any residual value would then flow to the holders of Class 10 (Class B/C Limited Partnership Interests), and Class 11 (Class A Limited Partnership Interests).”¹³

7. Beneficiaries of the Claimant Trust are termed “Claimant Trust Beneficiaries,” a term defined to mean (1) holders of allowed general unsecured claims, (2) holders of allowed subordinated claims, and upon certification by the Claimant Trustee that holders of allowed general unsecured and allowed subordinated claims have been paid in full with interest, and (3) holders of allowed Class A and B/C limited partnership interests.¹⁴ Notably, the CTA repeatedly instructs that the Claimant Trustee is to act “with a view toward maximizing value in a reasonable time” for the purpose of

¹⁰ See Plan at Art. IV, § B. The Plan defines “Reorganized Debtor Assets” to mean “any limited and general partnership interests held by the Debtor, the management of the Managed Funds and those Causes of Action (including, without limitation, claims for breach of fiduciary duty), that, for any reason, are not capable of being transferred to the Claimant Trust.” Plan at Art. I, § B, ¶ 115. The Plan defines “Managed Funds” to mean Highland Multi-Strategy Credit Fund, L.P., Highland Restoration Partners, L.P., and any other investment vehicle managed by Highland pursuant to an executory contract. Plan at Art. I, § B, ¶ 84.

¹¹ See Plan at Art. IV, § B.

¹² See Confirmation Order, Dkt. 1943, at ¶ 2.

¹³ *Id.* at ¶ 42(c).

¹⁴ See CTA, Dkt. 3521-5, at ¶ 1.1(h).

distributing the Claimant Trust assets to Claimant Trust Beneficiaries.¹⁵ Consistent with the Confirmation Order’s description of the Plan’s waterfall, upon paying the holders of claims in Classes 1-9 in full with interest, the Claimant Trustee is obligated to file with the Bankruptcy Court a certification (called the “GUC Certification” in the CTA) deeming holders of Class A, B, and C limited partnership interests (*i.e.*, Class 10 and 11 claims holders) “Beneficiaries” of the CTA with entitlement to distributions of residual assets under the terms of the CTA.¹⁶

8. Under the Plan, Mr. Seery is the designated Claimant Trustee tasked with the obligation to oversee the administration and distribution of Claimant Trust Assets to unsecured claims and equity interests represented by Classes 8 through 11.¹⁷ Importantly, both the Confirmation Order and the Plan contemplated that Mr. Seery’s management of the Claimant Trust would be supervised by a five-member committee (comprised of at least two disinterested members), referred to in the CTA as the “Oversight Board.”¹⁸

9. In its Confirmation Order, the Bankruptcy Court described the Oversight Board’s role and its membership at some length. According to the Court, “[t]he Claimant Trust, the Claimant Trustee, the management and monetization of the Claimant Trust Assets, and the management of the Reorganized Debtor...**will all be managed and overseen by the Claimant Trust Oversight Committee.**”¹⁹ In terms of the Board’s membership, the Court explained that the members of the Unsecured Creditors Committee (“UCC”) had volunteered to serve as the initial members of the

¹⁵ *Id.* at ¶ 2.3(b)(viii); *see also id.* at ¶ 2.3(b)(i) (Claimant Trustee must act “in an expeditious but orderly manner with a view toward maximizing value”), ¶ 3.2(a) (“Claimant Trustee shall, in an expeditious but orderly manner, monetize the Claimant Trust Assets, make timely distributions and not unduly prolong the duration of the Claimant Trust.”).

¹⁶ *Id.* at § 5.1(c).

¹⁷ *See* Plan, Ex. A to Dkt. 1943, at Art. I, § B, ¶ 28 and Art. IV, § B.1.

¹⁸ *See Id.* at Art. IV, § B.2; CTA, ¶¶ 1.1(II), 4.1. Despite the CTA’s mandate that the Oversight Board “shall” be comprised of at least two disinterested members, the initial Board’s makeup consisted of four members of the UCC and only one disinterested member, David Pauker. *See id.*, ¶ 1.1(II).

¹⁹ *See* Confirmation Order, Dkt. 1943, at ¶ 42(a) (emphasis added).

Oversight Board.²⁰ The Confirmation Order goes on to discuss in detail the initial members and their qualifications to serve.²¹ In approving their appointment, the Court emphasized Mr. Seery’s testimony that “he believe[d] the selection of the . . . members of the Claimant Trust Oversight Board [was] in the best interests of Debtor’s economic constituents.”²² Plainly, the Court believed that a five-member Board would oversee Mr. Seery’s conduct as Claimant Trustee to ensure that the Plan would be fully performed.

10. The Plan likewise contemplated that the five-member Oversight Board would supervise Mr. Seery’s monetization of Claimant Trust assets and his management and distribution of those assets after monetization. Indeed, the Plan expressly stated that the Oversight Board would oversee “the management and monetization of the Claimant Trust Assets, [] the management of the Reorganized Debtor . . . and the Litigation Sub-Trust . . . , subject to the terms of the Claimant Trust Agreement.”²³ The CTA, in turn, provides that the Oversight Board “shall,” among other things: (1) “consult with and advise the Claimant Trustee and Litigation Trustee as to the administration and management of the Claimant Trust and the Litigation Sub-Trust;” and (2) “oversee, review, and govern the activities of the Claimant Trust, including the Litigation Sub-Trust, and the performance of the Claimant Trustee and Litigation Trustee.”²⁴ The CTA further limits the Claimant Trustee’s power to undertake certain actions without “vote of a simple majority of the Oversight Board pursuant to the notice and quorum requirements” of the Agreement.²⁵ Thus, the Claimant Trustee should consult the Oversight Board before terminating or extending the term of the Claimant Trust, litigating or settling any “Material Claims,” selling or monetizing certain assets, including Reorganized Debtor

²⁰ *Id.* at ¶ 8.

²¹ *Id.* at ¶ 44.

²² *Id.* at ¶ 42.

²³ *See* Plan, Ex. A to Dkt. 1943, at Art. IV, § B.2.

²⁴ CTA, Dkt. 3521-5, at ¶ 4.2(a).

²⁵ *Id.* at ¶ 3.3(b).

assets valued at greater than \$3 million, making certain cash distributions to Claimant Trust Beneficiaries, making distributions on “Disputed Claims,” reserving cash or cash equivalents to meet contingent liabilities (including indemnification obligations), borrowing, investing Claimant Trust assets, changing the Claimant Trustee’s compensation, or retaining certain counsel, experts, advisors, or other professionals.²⁶ In other words, the Oversight Board, as originally conceived, was contemplated to have a substantial governance role in the day-to-day activities of the Claimant Trust and the Claimant Trustee.

11. In its September 7, 2022 opinion, confirming the Plan in part, the Fifth Circuit likewise observed that, “[t]he whole operation is overseen by a Claimant Trust Oversight Board (the “Oversight Board”) comprised of four creditor representatives and one restructuring advisor.”²⁷ Notably, in the same opinion, the Fifth Circuit struck down a provision of the Plan purporting to exculpate from liability parties other than Highland, the UCC and its members, and the three independent directors appointed to manage Highland during bankruptcy, holding that broader exculpation was inconsistent with 11 U.S.C. § 524(e).²⁸ In short, the Fifth Circuit refused to exculpate Mr. Seery for actions taken in his role as Claimant Trustee and expressed the understanding that his post-confirmation conduct as Trustee of the Claimant Trust would be affirmatively overseen by an independent Oversight Board.

C. The Plan Did Not Contemplate, but the Court Subsequently Approved, the Creation of an Indemnity Subtrust

12. One entity the Plan did not contemplate was an indemnity sub-trust designed to cover potential post-confirmation claims against estate professionals. Instead, Mr. Seery testified

²⁶ *Id.* at ¶ 3.3(b)(i)-(xii).

²⁷ *Matter of Highland Capital Management, L.P.*, 48 F.4th 419, 427 (5th Cir. 2022).

²⁸ *Id.* at 438. Nor is Mr. Seery exculpated for “any acts or omissions...arising out of or related to acts or omissions that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct.” Confirmation Order, Dkt 1943, at ¶ Y.

extensively during the hearing on Plan confirmation that Highland would obtain director and officer (“D&O”) insurance to cover any claims against or liabilities imposed on those individuals charged with implementing the Plan. Indeed, one of the conditions to the Plan becoming effective was “the Debtor obtaining D&O Insurance acceptable to the Debtor, the Committee, the Claimant Trust Oversight Committee, and the Litigation Trustee.”²⁹ Nonetheless, four months after Plan confirmation, Highland filed a motion with the Bankruptcy Court seeking authorization to create a new “Indemnity Subtrust” designed to maintain an indemnity trust account with a balance of “not less than \$25 million” that would conditionally indemnify post-confirmation professionals “in lieu of obtaining D&O insurance.”³⁰

13. The parties to be conditionally indemnified under the Indemnity Subtrust include Mr. Seery as Claimant Trustee, the Oversight Board and its members (described below), their professionals, the Litigation Trustee, the Reorganized Debtor and its partners, members, directors, and officers, and the new general partner of the Reorganized Debtor and its partners, members, directors, and officers (including Mr. Seery).³¹ In support of the Subtrust Motion, Mr. Seery testified that he and other post-confirmation management “intend[ed] to look for insurance coverage that would appropriately replace the Indemnity Trust if that’s a more efficient vehicle.”³² Over various objections, the Court granted Highland’s Subtrust Motion on July 21, 2021.³³

²⁹ See Motion for Entry of an Order (I) Authorizing the (A) Creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (II) Granting Related Relief (the “Subtrust Motion”), Dkt. 2491 at ¶ 13.

³⁰ *Id.* at ¶¶ 21, 26.

³¹ See *id.* at ¶ 18 n.8; see also CTA, Dkt. 3521-5 at § 8.2.

³² July 19, 2021 Hearing Transcript, Dkt. 2598 at 45:14-25.

³³ Order Approving Debtor’s Motion for Entry of an Order (I) Authorizing the (A) creation of an Indemnity Subtrust and (B) Entry into an Indemnity Trust Agreement and (II) Granting Related Relief, Dkt. 2599.

14. The Subtrust Motion identified Mr. Seery as the “Indemnity Trust Administrator.”³⁴ In his capacity as Administrator, Mr. Seery was given total control of the administration of the Indemnity Subtrust:

...For any action contemplated or required in connection with the operation of the Indemnity Trust, and for any guidance or instruction to be provided to the Indemnity Trustee, **such function, rights and responsibility shall be vested in the Indemnity Trust Administrator, and the Indemnity Trustee will take written directions from the Indemnity Trust Administrator**, in such form specified in the Indemnity Trust Agreement and otherwise satisfactory to the Indemnity Trustee.³⁵

And although Highland’s motion assured the Court that “[b]eneficiaries will not be involved in or have any rights with respect to the administration of the Indemnity Trust or have any right to direct the actions of the Indemnity Trustee with respect to the Indemnity Trust or the assets held in the Indemnity Trust Account,” Highland carved out Mr. Seery (to the extent he is acting in his capacity as Indemnity Trust Administrator) from that exclusion.³⁶

D. Despite Governance Protections Contained in the Confirmation Order, the Plan, and the CTA, with Regard to Indemnification Issues, Mr. Seery Operates with Unfettered Discretion and without Supervision of the Contemplated Oversight Board

15. Notwithstanding that creditor constituencies voted to support, and the Bankruptcy Court approved, the Plan, understanding that there would be a partially independent, five-member Oversight Board supervising the monetization and distribution of estate assets, that contemplated governance structure has long since been ignored and has failed to safeguard the Claimant Trust. The representations in the Plan, the findings by this Court, and the belief of the Fifth Circuit that Mr. Seery’s conduct as Claimant Trustee would be affirmatively overseen to assure that the Plan would be fully performed, are – at least as to the appropriate use of funds and indemnification -- all false.

³⁴ See Subtrust Motion, Dkt. 2491, at ¶ 21 under “Indemnity Trust Administrator” on p. 8.

³⁵ *Id.* (emphasis added) under “Governance of the Indemnity Trust” on p. 9.

³⁶ *Id.* (emphasis added).

16. The five-member Board no longer exists. Instead, the Board is comprised of two claims buyers (and current Claimant Trust Beneficiaries)—Muck Holdings and Jessup Holdings—and one ostensibly disinterested member, Richard Katz,³⁷ about whom no information demonstrating independence was provided with his appointment.³⁸ Although the CTA mandates that the Board includes two disinterested members, there has only ever been Mr. Katz. That contrivance creates potential governance problems. For example, the Board must in many instances approve actions undertaken by the Claimant Trustee by a “majority” vote.³⁹ But if any Board member has a conflict or *potential* conflict of interest with respect to an issue at hand (including, without limitation, a pecuniary interest in the issue), then the conflicted member cannot vote.⁴⁰ In the case of the current three-member Board, any potential conflict of interest thus derails a majority vote and precludes the Board from approving actions contemplated by the Claimant Trustee.

17. Even without this governance problem, contrary to the impression left by the provisions of the Plan discussed above,⁴¹ the Claimant Trust lacks the requisite safeguards to prevent abuse by the Claimant Trustee. That has proven particularly problematic when it comes to the Claimant Trust’s indemnity obligations. Specifically, the CTA states:

Notwithstanding anything to the contrary contained herein, the Claimant Trustee shall distribute to the holders of Trust Interests at least annually the Cash on hand net of any amounts that...(d) are necessary to satisfy or reserve for other liabilities incurred or anticipated by the Claimant Trustee in accordance with the Plan and this Agreement (**including, but not limited**

³⁷ While Movants have little to go on, if Mr. Katz is the Richard Katz of Torque Point Advisors, he may have interacted with Mr. Seery while he was at Lehman Brothers. *See* TORQUE POINT ADVISORS, <https://www.torquepointllc.com/> (last visited Dec. 20, 2023) (involved in restructuring of Lehman Brothers Holdings Inc.) and Jim Seery, LINKEDIN, (listing Lehman Brothers, 1999-2009) [App. 110-112]. Furthermore, the Claims Purchasers, Muck and Jessup are proposed defendants, together with Mr. Seery and others, in a separate proposed adversary proceeding involving allegations of use of material non-public information. As such, Movant has alleged that at least two members of the Oversight Board are in an alleged conspiracy with Mr. Seery. *See* Hunter Mountain Investment Trust’s Emergency Motion for Leave to File Verified Adversary Proceeding, Dkt. 3816.

³⁸ *See* Notice of Appointment of Members of the Oversight Board of the Highland Claimant Trust, Dkt. 2801.

³⁹ *See* CTA, Dkt. 3521-5 at §§ 3.3(b)(i)-(xii), 3.4, 3.8, 3.9, and 4.6(a).

⁴⁰ *See id.* at § 4.6(c).

⁴¹ *See* notes 18 to 28 *supra* and accompanying text.

to, indemnification obligations and similar expenses in such amounts and for such period of time as the Claimant Trustee determines, in good faith, may be necessary and appropriate, which determination shall not be subject to consent of the Oversight Board, may not be modified without the express written consent of the Claimant Trustee, and shall survive the termination of the Claimant Trustee)....⁴²

18. In other words, Mr. Seery, both as the Claimant Trustee and as the Indemnity Trust Administrator, effectively has the sole authority to reserve for potential indemnification obligations *without any* Oversight Board or other supervision. This is problematic because Mr. Seery (both as claimant Trustee and as the owner of the Reorganized Debtor's general partner) is one of the principal indemnified parties who stand to benefit from the funding of the indemnification reserve. That means Mr. Seery has a vested financial interest in all decisions he makes regarding the indemnification reserve, including how much to reserve and whether to pay out of the reserve to indemnified parties, including himself. Mr. Seery's unfettered right over the Indemnity Sub-Trust is a material deviation from the Plan: while the Plan always contemplated a conditional indemnification right to certain parties, such right was to be supervised by the Oversight Board. Not only has the Oversight Board with its mechanism for independent members been removed from the supervision of the indemnification *res*, but the sole party with authority over the indemnification *res*, Mr. Seery, is conflicted.

E. Mr. Seery Has Used the Indemnification Reserve to Avoid Paying Creditors in Full and to Benefit Himself

19. Mr. Seery has used the Claimant Trust and the Indemnity Subtrust to his own pecuniary advantage. The Claimant Trust now has more than sufficient assets to pay holders of Classes 8 and 9 in full with interest with surplus available to former equity. Yet it has failed to do so, despite the mandate of the CTA that Mr. Seery act expeditiously to maximize value for Claimant Trust Beneficiaries. Instead, he has been funding an increasingly sizeable indemnification reserve

⁴² CTA, Dkt. 3521-5 at § 6.1(a) (emphasis added).

without any discernable justification other than as a subterfuge for avoiding certifying that holders of Class 10 and 11 claims (including Movant) are Claimant Trust Beneficiaries.

20. Based on a consolidated balance sheet filed on July 6, 2023, the Claimant Trust has about \$250 million in assets (of which an estimated \$180 million is cash) and, at that time, only about \$126 million in remaining non-Dondero-related Class 8 and 9 claims.⁴³

Highland Claimant Trust			
Summarized Consolidated Balance Sheet ⁽¹⁾			
As of May 31, 2023			
The accompanying notes are integral to understanding this balance sheet			
(Estimated and unaudited, \$ in millions)			
	Balance per books	adjustments (see notes)	Adjusted balance
Assets			
Cash and equivalents	\$ 13	\$ -	\$ 13
Disputed claims reserve ⁽²⁾	12	-	12
Other restricted cash	12	-	12
Investments ⁽³⁾	118	(12) ⁽⁶⁾	106
Notes receivable, net ⁽⁴⁾	86	(83) ⁽⁴⁾	3
Other assets	6	-	6
Total assets	\$ 247	\$ (95)	\$ 152
Liabilities			
Secured and other debt	\$ -	\$ -	\$ -
Distribution payable ⁽²⁾	12	-	12
Additional indemnification reserves	-	90 ⁽⁵⁾	90
Other liabilities	15	13 ⁽⁵⁾	28
Total liabilities ⁽⁵⁾	\$ 27	\$ 103	\$ 130
Book/adjusted book equity (see accompanying notes) ⁽⁵⁾	220	(198)	22
Total liabilities and book/adjusted book equity	\$ 247	\$ (95)	\$ 152
Supplemental Info: ⁽⁷⁾			
Sum of remaining allowed Class 8 Trust Beneficiaries, excluding interest	\$ 27		
Sum of remaining allowed Class 9 Trust Beneficiaries, excluding interest	99		
Sum of face amount of pending Class 8/9 potential Trust Beneficiaries, excluding interest	13		
Sub-total	\$ 139		

21. Since that time, the Post-Confirmation Reports for the period ending September 30, 2023 reflect that an additional \$14,361,077 has been paid to GUCs, with \$6,805,592 being paid to GUC Classes 6 and 7, leaving a balance of \$119,222,451 remaining in Class 8 and 9 claims (subtracting the total “Paid Cumulative” from the “Total Allowed” amounts as reflected on page 7 of those Reports and adding in the amounts paid to GUC Classes 6 and 7).⁴⁴ The Reports do not disclose

⁴³ Notice of Filing of the Current Balance Sheet of the Highland Claimant Trust, Dkt. 3872 at Ex. A. The Claimant Trust’s asset balance is exclusive of any recovery on litigation against dozens of defendants by Marc S. Kirschner, the Trustee of the Litigation Sub-Trust (the “Kirschner Action”).

⁴⁴ See Amended Post-Confirmation Reports of Reorganized Debtor and of the Highland Claimant Trust, Dkts. 3955 and 3956.

the current cash position of the Claimant Trust. Cash may have increased or decreased. But in the worst case, adjusting the cash from amounts shown in the May 31, 2023 Balance Sheet by the amount paid out to Classes 8 and 9, the Trust still has cash of at least \$165 million, and remaining Class 8 and 9 claims that now total less than \$120 million.

22. Notably, the Claimant Trust’s balance sheet assets do not include a fully cash-funded at least \$35 million indemnity account (reportedly now \$50 million) that presumably may be used to pay creditors in the event it is not consumed by the estate’s professionals.⁴⁵ In addition, to reduce the Claimant Trust’s book value, Highland purports to add “non-book” adjustments to the balance sheet. One such adjustment gives zero asset value to certain notes payable by Mr. Dondero and his alleged affiliates.⁴⁶ However, \$70 million of those notes are now fully bonded by cash deposited in the registry of the District Court.⁴⁷

23. Another accounting “adjustment” creates a \$90 million “additional indemnification reserve,” on top of the at least \$35 (or \$50) million cash indemnity reserve, with no explanation.⁴⁸ Indeed, were it not for the at least \$125-140 million in inappropriate indemnity reserves—which is \$100 million more than Debtor originally proposed it would need in insurance coverage when it sought approval of the Indemnity Subtrust—Highland’s creditors could have been paid, the estate closed, and the residual estate returned to equity months if not years ago.

⁴⁵ See Notice of Filing of the Current Balance Sheet of the Highland Claimant Trust, Dkt. 3872 at Ex. A, Note 1. The information provided does not make it clear whether the \$90 million reserve is reduced by the \$15 million increase in the Indemnity Sub-Trust.

⁴⁶ *Id.* at Ex. A.

⁴⁷ See Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals, Dkt. 149; Notices of Bonding, Case No. 3:21-cv-00881-X (N.D. Tex.), Dkts. 151, 152, 160-162 [App. 039-078].

⁴⁸ See Notice of Filing of the Current Balance Sheet of the Highland Claimant Trust, Dkt. 3872 at Ex. A.

24. As the Post-Confirmation Reports reveal, all of the administrative claims, secured claims, and priority claims have been paid in full.⁴⁹ Thus, as a practical matter, the Claimant Trust could pay the Class 8 and 9 claims in full with interest, Mr. Seery could file the GUC Certification,⁵⁰ and Movant (along with other Holders of Class A, B, and C of limited partnership interests) would become a fully vested Claimant Trust Beneficiary under the terms of the CTA.⁵¹ All of these steps could be, and indeed, should have been, completed without any interference from the Indemnity Subtrust Administrator.

25. The failure to pay creditors has had a material impact on the Movant and other Holders of Class A, B, and C of limited partnership interests. In the first nine months of 2023, Debtor and the Claimant Trust accumulated \$48,447,234 in (undisclosed) expenses,⁵² for an average of \$5.4 million per month. Even after the voluntary stay of the *Kirschner* litigation, which appears to have been a significant cost-driver, the Debtor and the Claimant Trust have continued to accumulate \$4.6 million per month in expenses. While monies to pay Class 8 and Class 9 Claims remain unimpaired, cash to pay the former equity holders continues to disappear as undisclosed expenses.

26. As explained below in greater detail, the proposed Delaware Complaint sets forth claims that are both plausible under federal pleading standards⁵³ and “colorable” under this Court’s articulated gatekeeping standard.

⁴⁹ See Amended Post-Confirmation Reports of Reorganized Debtor and of the Highland Claimant Trust, Dkts. 3955 and 3956.

⁵⁰ See CTA, Dkt. 3521-5 at §§ 1.1(aa), 5.1(c).

⁵¹ See *id.*, §§ 1.1(h), 5.1.

⁵² See Dkt. 3756, 3757, 3888, 3889, 3955, and 3956 (showing Claimant Trust expenditures of \$60,421,756 and Debtor expenditures of \$37,430,919 in Q1 – Q3 2023, then subtracting out \$29,405,441 in distributions to creditors and \$20 million presumably added to the Indemnity Sub-Trust).

⁵³ *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007) (holding a plaintiff must plead “enough facts to state a claim to relief that is plausible on its face” in order to survive a motion to dismiss pursuant to Rule 12(b)(6)).

III. ARGUMENT

A. The Proposed Complaint Alleges a Colorable Claim That Mr. Seery Should be Removed as Claimant Trustee

27. According to this Court, to state a “colorable” claim under the gatekeeping provision of the Plan (the “Gatekeeper Provision”), a moving party must do more than allege a “plausible” claim for relief—the standard applied by federal district courts in deciding whether a claim can proceed under Federal Rule of Civil Procedure 12(b)(6).⁵⁴ Instead, a movant in this Court must survive an “*additional level of review*.”⁵⁵ Specifically, the movant bears the “burden of making a prima facie case that its proposed claims are *not without foundation*, are *not without merit*, and are *not being pursued for any improper purpose such as harassment*.”⁵⁶ And in deciding whether the movant has met this prima facie burden, the Court “may, and should, take into consideration its *knowledge* of the *bankruptcy proceedings* and *the parties* and any additional evidence presented at the hearing on the Motion for Leave.”⁵⁷ The Court termed this new standard the “Gatekeeper Colorability Test.”⁵⁸

28. As set forth below, Movant’s Delaware complaint meets the Court’s Gatekeeper Colorability Test because it sets forth a *prima facie* case under Delaware law that Mr. Seery should

⁵⁴ Movant has objected and continues to object to the Court’s ruling with respect to the standard that should be applied under the Gatekeeper Provision. Movant has appealed the Court’s rulings regarding this standard. *See* Hunter Mountain Investment Trust’s Second Notice of Appeal, Dkt. 3945. No admission is made by or on behalf of Movant in connection with this Motion regarding the “colorability” standard applied by the Court or the Court’s related substantive and procedural rulings. Movant expressly reserves all of Movant’s substantive and procedural rights and waives none of the same in connection with this Motion, the proposed Complaint, or otherwise. Movant believes the proper standard is set forth in *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007) (holding a plaintiff must plead “enough facts to state a claim to relief that is plausible on its face” in order to survive a motion to dismiss pursuant to Rule 12(b)(6)), and that this standard is also satisfied by this Motion.

⁵⁵ Memorandum Opinion, Dkt. 3903 at p. 91 (emphasis in original).

⁵⁶ *Id.* (emphases in original).

⁵⁷ *Id.* (emphases in original).

⁵⁸ Movant disagrees with this new test and is challenging this test on appeal at this time. Nothing in this current Motion should be deemed an admission or an acknowledgment of the propriety of this test. *See* Dkt. 3915.

be removed as Claimant Trustee. Moreover, Movant's Delaware complaint is not brought for any improper purpose but, rather, to protect Movant's sizeable residual interest in the Claimant Trust.

1) Movant's Delaware Complaint Sets Forth a *Prima Facie* Case for Removal of Mr. Seery as Claimant Trustee

29. Under Delaware law, the Court of Chancery may remove the trustee of a Delaware statutory trust "on [its] own initiative or on petition of a trustor, another officeholder, or beneficiary" in any of five circumstances:

- a) *The officeholder has committed a breach of trust; or*
- b) *The continued service of the officeholder substantially impairs the administration of the trust; or*
- c) The court, having due regard for the expressed intention of the trustor and the best interests of the beneficiaries, determines that notwithstanding the absence of a breach of trust, there exists:
 - i. A substantial change in circumstances;
 - ii. *Unfitness, unwillingness or inability of the officeholder to administer the trust or perform its duties properly; or*
 - iii. *Hostility between the officeholder and beneficiaries or other officeholders that threatens the efficient administration of the trust.*

Del. Code Ann. tit. 12, § 3327 (emphases added). As set forth below in greater detail, Movant is an intended beneficiary of the Claimant Trust and, as such, Movant is entitled to ask a Delaware court to remove Mr. Seery as Claimant Trustee because he has engaged in multiple acts warranting his removal under Delaware statute. Accordingly, Movant's complaint sets forth a *prima facie* case, and the Court should grant its Motion and allow the case to proceed.

2) Movant Has Standing to Seek Mr. Seery's Removal

30. At the outset, in reality, Movant should be recognized as being "in the money" and a vested beneficiary with the associated standing to pursue the proposed Delaware complaint. In any event, however, Movant also has standing to seek removal of Mr. Seery because Movant is an intended (albeit contingent) beneficiary of the Claimant Trust under the CTA. *All* beneficiaries,

including contingent beneficiaries, have standing under Delaware law to seek to remove a trustee. To argue otherwise – that only “vested” beneficiaries under the CTA may bring such an action – is to impermissibly limit the statute.

31. The Delaware Code does not define the term “beneficiary,” but Delaware courts follow the RESTATEMENT (THIRD) OF TRUSTS,⁵⁹ which defines beneficiaries to include contingent beneficiaries:

Persons who are beneficiaries: in general. The “beneficiaries” of a trust are the persons or classes of persons, or the successors in interest of persons or class members, upon whom the settlor manifested an intention to confer beneficial interests (vested **or contingent**) under the trust, plus persons who hold powers of appointment (special or general) or have reversionary interests by operation of law. Also included are persons who have succeeded to interests of beneficiaries by assignment, inheritance, or otherwise.⁶⁰

32. Further, the RESTATEMENT expressly contemplates that contingent beneficiaries may file suit to enforce a private trust:

“Beneficiaries.” A suit to enforce a private trust ordinarily (see Reporter’s Note) may be maintained by any beneficiary whose rights are or may be adversely affected by the matter(s) at issue. The beneficiaries of a trust include any person who holds a beneficial interest, present or future, vested or contingent.⁶¹

And “enforcement” extends to “enforcement proceedings in a more comprehensive sense, such as petitions for removal of a trustee . . . even though no breach-of-trust issue is involved.”⁶²

33. Delaware courts routinely hold that, in interpreting undefined statutory terms, courts must give those terms a “reasonable and sensible meaning in light of their intent and purpose.” *Angstadt v. Red Clay Consol. Sch. Dist.*, 4 A.3d 382, 390 (Del. 2010). In ascertaining the “reasonable

⁵⁹ See, e.g., *In re Tr. Under Will of Flint for the Benefit of Shadek*, 118 A.3d 182, 195 (Del. Ch. 2015); *Tigani v. Tigani*, No. CV 2017-0786-KSJM, 2021 WL 1197576, at *14 (Del. Ch. Mar. 30, 2021), *aff’d*, 271 A.3d 741 (Del. 2022).

⁶⁰ RESTATEMENT (THIRD) OF TRUSTS, § 48 cmt. a (2003) (emphasis added).

⁶¹ RESTATEMENT (THIRD) OF TRUSTS, § 94 cmt. b (2012).

⁶² *Id.*, § 94, Reporter’s Notes, cmt. a(1).

and sensible meaning” of terms, Delaware courts rely on dictionaries as a source of interpretation.
See id.

34. Black’s Law Dictionary defines “beneficiary” as, among other things, “[s]omeone who is designated to receive the advantages from an action or change . . . or to receive something as a result of a legal arrangement or instrument” and includes both “contingent beneficiar[ies]” and “direct beneficiar[ies]” within the definition without any qualification regarding their rights.⁶³ By contrast, Black’s distinguishes an “incidental beneficiary” as a “third-party beneficiary, who, though benefiting indirectly, is not intended to benefit from a contract and thus does not acquire rights under the contract.”⁶⁴ Nothing in the CTA indicates that Movants are merely “incidental beneficiaries.”

35. In light of the RESTATEMENT and the definition in Black’s Law Dictionary, it is reasonable and sensible to interpret the word “beneficiary” used in Section 3327 of the Delaware statute to include contingent beneficiaries. Rules of statutory interpretation support this conclusion. As the Delaware Supreme Court has explained, a court “may not engraft upon a statute language which has been clearly excluded therefrom by the Legislature.” *Guiricich v. Emtrol Corp.*, 449 A.2d 232, 238 (Del. 1982) (citing *Wilmington Trust Co. v. Barry*, 338 A.2d 575, 578 (Del Super. 1975), *aff’d*, 359 A.2d 664 (Del. 1976)). If the Delaware Legislature had intended that only “vested” beneficiaries could bring an action to remove a trustee, as opposed to any beneficiary (whether residual or contingent), it would have so specified. In this case, the relevant statute—Del. Code Ann. tit. 12, § 3327—uses the term “beneficiary” without defining or limiting it. Accordingly, a court may not do what the Delaware Legislature refused to do by engrafting the term “vested” into the statute to qualify the term “beneficiary.”

⁶³ *Black’s Law Dictionary* (11th ed. 2019).

⁶⁴ *Id.*

36. Delaware courts refuse to read statutory language restrictively to exclude certain classes of beneficiaries. See *Estate of Tigani*, No. CV 7339-ML, 2016 WL 593169, at *14 (Del. Ch. Feb. 12, 2016) (holding that the “statute’s use of the general term beneficiary, without any language restricting the class of beneficiary to whom it refers, fairly encompasses a vested beneficiary subject to divestiture”); *Estate of Necastro*, No. C.A. 10,538, 1991 WL 29958, at *1 (Del. Ch. Feb. 28, 1991) (rejecting a “restrictive reading” of “beneficiary” under 12 Del.C. § 2302(d) and instead holding that “Exceptants [whom the parties characterized as “contingent beneficiaries”] have standing . . . based upon their indirect interest in a share of the estate through their status as beneficiaries of a testamentary trust”).

37. In short, neither the applicable Delaware statute nor Delaware case law limits the term “beneficiary” to “vested” beneficiaries to the exclusion of contingent ones.

38. The Claimant Trustee will no doubt argue that the language of the CTA purportedly strips Movant of its standing to seek removal of the Trustee. In particular, the CTA states that holders of Contingent Trust Interests (including Movant) “shall not have any rights under this Agreement, unless and until the Claimant Trustee files with the Bankruptcy Court a certification that all GUC Beneficiaries have been paid indefeasibly in full, including, to the extent applicable, all accrued and unpaid post-petition interest consistent with the Plan and all Disputed Claims have been resolved (the ‘GUC Payment Certification’).”⁶⁵ The Agreement further states that “Equity Holders will only be deemed ‘Beneficiaries’ under this Agreement upon the filing of a GUC Payment Certification with the Bankruptcy Court.”⁶⁶ But Delaware law makes clear that a trust agreement, however worded, may

⁶⁵ CTA, Dkt. 3521-5 at § 5.1(c).

⁶⁶ *Id.*

not strip the trustee's duty of good faith and fair dealing.⁶⁷ And in this case, observance of that duty precludes any argument that the language of the CTA undercuts Movant's standing.

39. Under Delaware law, unless the governing trust agreement says otherwise, the trustee of a statutory trust has those duties set forth in common law, including the duties of loyalty, good faith, and due care. *See* Del. Code Ann. tit. 12, § 3809; *Rende v. Rende*, No. 2021-0734-SEM, 2023 WL 2180572, at *11 (Del. Ch. Feb. 23, 2023). And while a governing trust agreement may expressly disclaim these duties (although this one does not), Delaware law prohibits the elimination of the duty of good faith and fair dealing. *In re National Collegiate Student Loan Trusts Litigation*, 251 A.3d 116, 185-86 (Del. Ch. 2020) (“While parties may agree to waive default fiduciary duties, the DSTA forbids parties from eliminating the “implied contractual covenant of good faith and fair dealing.”) (citing Del. Code. Ann. tit. 12, § 3806(c)).

40. The duty of good faith and fair dealing is particularly important here, where Movant's status as a “beneficiary” under the CTA is purportedly dependent upon Mr. Seery's discretion to file a GUC Certification declaring Movant's status as such. “Stated in its most general terms, the implied covenant requires a party in a contractual relationship to refrain from arbitrary or unreasonable conduct which has the effect of preventing the other party to the contract from receiving the fruits of the bargain.” *Dunlap v. State Farm Fire and Cas. Co.*, 878 A.2d 434, 442 (Del. 2005) (internal quotations omitted). “Thus, parties are liable for breaching the covenant when their conduct frustrates the overarching purpose of the contract by taking advantage of their position to control implementation of the agreement's terms.” *Id.* (internal quotations omitted).

41. Given the purpose of the covenant, “it is possible to rest a claim of breach of the implied covenant of good faith and fair dealing on the assertion that defendants have deliberately

⁶⁷ The CTA is governed by Delaware law. *Id.* at § 11.10.

prevented the occurrence of conditions precedent.” *Injective Labs Inc. v. Wang*, No. CV 22-943-WCB, 2023 WL 3318477, at *7 (D. Del. May 9, 2023) (quoting *Benerofe v. Cha*, No. 14614, 1998WL 83081, at *6 (Del. Ch. Feb. 20, 1998)). See also *Snow Phipps Grp., LLC v. Kcake Acquisition, Inc.*, No. CV 2020-0282-KSJM, 2021 WL 1714202, at *53 (Del. Ch. Apr. 30, 2021) (noting the duty of good faith and fair dealing “requires some cooperation ... either by refraining from conduct that will prevent or hinder the occurrence of that condition or by taking affirmative steps to cause its occurrence”) (internal quotes omitted).

42. Mr. Seery’s failure and refusal to pay the Class 8 and 9 creditors, in an attempt to prevent the Contingent Interest Holders’ interests from vesting under the terms of the CTA, falls squarely within the scope of the duty of good faith and fair dealing. In *Injective Labs Inc. v. Wang*, the defendant asserted a counterclaim for the breach of the implied duty of good faith and fair dealing. The defendant argued that plaintiff breached the implied duty by “sending a belated request that [defendant] satisfy a condition precedent, knowing that it was effectively impossible for him to do so.” *Injective Labs Inc. v. Wang*, 2023 WL 3318477, at *7. The court rejected plaintiff’s motion to dismiss the counterclaim, holding “[t]hat allegation, and in particular the allegation that [plaintiff] knew that [defendant] would be unable to satisfy the condition precedent . . . is directed to the type of conduct that typically falls within the scope of the implied duty of good faith and fair dealing.” *Id.*

43. In another case, the Court of Appeals for the Seventh Circuit affirmed summary judgment against a defendant because the defendant “did not exercise good faith under the contract by attempting to hinder the occurrence of the condition precedent in the contract.” *Unit Trainship, Inc. v. Soo Line R. Co.*, 905 F.2d 160, 162-63 (7th Cir. 1990). There, the parties entered a contract for the running of a unit-train between Chicago and Seattle. *Id.* at 161. Because the running of the unit-train required the approval of the Interstate Commerce Commission (“ICC”), the parties filed a joint petition with the ICC seeking approval. *Id.* Thereafter, one party moved to withdraw from the ICC

proceeding and failed to participate in the joint petition, thereby stymieing the condition precedent to the performance of the contract. *Id.* The Seventh Circuit, applying Illinois law, which is similar in this regard to Delaware law, held that “where a party’s obligation is subject to a condition precedent, a duty of good faith and fair dealing is imposed upon that party to cooperate and to not hinder the occurrence of the condition.” *Id.* at 163.

44. These cases inform the Claimant Trustee’s contractual duties under Delaware law. In *Injective Labs Inc.*, the plaintiff/counterclaim defendant prevented the performance of a condition precedent, which violated the duty of good faith and fair dealing. 2023 WL 3318477, at *7. In *Unit Trainship*, one of the parties to the relevant contract prevented the occurrence of a condition precedent, which violated the duty of good faith and fair dealing. 905 F.2d at 163. Similarly, here the Claimant Trustee is deliberately refusing to pay the unsecured creditors in Classes 8 and 9 with interest, thereby breaching his duty to pay Classes 10 and 11. That violates the Trustee’s duty of good faith and fair dealing and fatally undermines any argument that Movant lacks standing to seek removal of the Trustee.

45. As other RESTATEMENT jurisdictions have recognized, Mr. Seery’s conduct warrants treating those classes as fully vested. “[V]esting cannot be postponed by unreasonable delay in distributing an estate and [] when there is such delay, contingent interests vest at the time distribution *should* have been made.” *Estate of Cornell v. Johnson*, 367 P.3d 173, 178 (Idaho 2016) (emphasis added) (discussed in RESTATEMENT (SECOND) OF TRUSTS, § 198 (1959)); *see also Edwards v. Gillis*, 146 Cal.Rptr.3d 256, 263 (Cal.App. 4 Dist., 2012) (“when there is [unreasonable] delay contingent interests vest at the time distribution should have been made.”). As set forth above, the Claimant Trust had sufficient assets to pay unsecured creditors in Classes 8 and 9 in full with interest at least as early

as July 2023, and in all probability as early as September 2022.⁶⁸ And the CTA requires Mr. Seery as Claimant Trustee to “make timely distributions and not unduly prolong the duration of the Claimant Trust.”⁶⁹ Had Mr. Seery fulfilled that mandate, he could and should have distributed remaining funds to Classes 8 and 9 by July 2023, filed the GUC Certification with the Court, and begun distributing remaining assets to Classes 10 and 11. In short, Movant’s interests were properly vested under the CTA many months ago, and Delaware law therefore treats Movant as a Claimant Trust Beneficiary, regardless of the language of the CTA.

46. Indeed, any argument that the CTA precludes Movant from vindicating its rights (including by seeking removal of the Trustee) only underscores why Delaware law is crafted the way it is. Were it not for the duty of good faith and fair dealing imposed by Delaware law, Mr. Seery arguably could increase the funds set aside for indemnification continually, hold final distributions to Class 8 and Class 9 creditors in abeyance, and refuse to file the GUC Certification based on the theoretical possibility that he might in the future need to draw upon more than the originally contemplated indemnity reserve of \$25 million to pay his own legal expenses (all while drawing a salary of \$150,000 per month). And it appears that, for now, Mr. Seery is content to do just that. This is exactly the kind of conflict that Section 3327 of the Delaware Code was designed to prevent, and the duty of good faith and fair dealing in Delaware precludes the Claimant Trustee from relying on the language of the CTA to prevent the Delaware courts from remedying the conflict. Under these circumstances, Movant has standing to proceed under Delaware law.

⁶⁸ Two of the estate’s major private equity positions sold in May 2022, and the remaining largest positions sold in September 2022. The May 2022 assets were Cornerstone Healthcare Group [*see* App. 013-017] and MGM [*see* App. 009-012]. The September 2022 positions were CCS Medical [*see* App. 018-022] and Trussway [*see* App. 023-025].

⁶⁹ CTA, Dkt. 3521-5 at § 3.2(a).

3) Delaware Law Mandates Movant's Complaint Proceed in Delaware Court

47. Under Delaware law, beneficial owners of a trust are entitled to seek redress in the courts of Delaware, regardless of the language of the relevant trust agreement: “Except by agreeing to arbitrate any arbitrable matter in a specified jurisdiction or in the State, *a beneficial owner who is not a trustee may not waive its right to maintain a legal action or proceeding in the courts of the State with respect to matters relating to the organization or internal affairs of a statutory trust.*” Del. Code Ann. tit. 12, § 3804(e) (emphasis added). This is because the removal of a trustee is a “matter[] relating to the organization or internal affairs of a statutory trust.” *United Bhd. of Carpenters Pension Plan v. Fellner*, C.A. No. 9475-VCN, 2015 WL 894810, at *2 n. 13 (Del. Ch. Feb. 26, 2015). Where a company’s internal affairs are involved, Delaware law disregards the forum selection clause in the parties’ trust agreement. *Id.*

48. Because Movant’s Delaware complaint seeks relief relating to the internal affairs of the Claimant Trust, Movant is entitled to have its dispute decided by the courts of Delaware, regardless of any contrary choice of forum clause in the CTA.⁷⁰ The Court should permit Movant to file its Delaware complaint in the Delaware Chancery Court.

4) There Are Multiple Grounds for Seery’s Removal

49. As set forth in the proposed Delaware Complaint, Mr. Seery’s removal as Claimant Trustee is warranted for multiple reasons. Specifically, Mr. Seery has breached his duty of loyalty by failing to pay creditors, failing to file the GUC Certification, and failing to certify that equity holders in Classes 10 and 11 (of which Movant is the largest) are vested under the CTA. Seery has failed to act expeditiously as required under the terms of the CTA,⁷¹ and has failed to maximize the value of the Claimant Trust for the benefit of the Claimant Trust Beneficiaries by filing unnecessary

⁷⁰ See CTA, Dkt. 3521-5 at § 11.11.

⁷¹ See, e.g., *id.* at §§ 2.2(b), 2.3(b)(i), 3.2(a).

proceedings, including the Kirschner Action, and spending inordinate amounts of cash. Those breaches of duty warrant Mr. Seery's removal under Del. Code Ann. tit. 12, § 3327(1). Further, Mr. Seery's roles as both Claimant Trustee and as Indemnity Subtrust Administrator substantially impairs the administration of the Claimant Trust, warranting his removal under Del. Code Ann. tit. 12, § 3327(2). In addition, Mr. Seery's removal is warranted under Del. Code Ann. tit. 12, § 3327(3)(b) and (c) because he is unwilling to perform his duties as Claimant Trustee, and has manifested a personal hostility toward, and conflict with, Movant and the holders of Contingent Trust Interests.

a) Mr. Seery Has Breached His Duty of Loyalty

50. The facts set forth above demonstrate without doubt that Mr. Seery has breached his duty of loyalty in administering the Claimant Trust. A trustee breaches the duty of loyalty by acting in his own self-interest “[i]nstead of evaluating what was in the best interests of [a] [t]rust.” *Paradee v. Paradee*, No. 4988-VCL, 2010 WL 3959604, at *10 (Del. Ch. Oct. 5, 2010). “Self-interested transactions involving a fiduciary or one in a confidential relationship with another are presumptively fraudulent and voidable in equity. If the transaction is challenged, the burden of persuasion to justify upholding the transaction is on the fiduciary.” *Hardy v. Hardy*, No. CIV.A. 7531-VCP, 2014 WL 3736331 at *8 (Del. Ch. July 29, 2014) (internal quotations omitted). Significantly, and importantly in this case, an inequitable action taken “does not become permissible simply because it is legally possible” within the letter of the law or the language of an agreement. *Coster v. UIP Companies, Inc.*, 255 A.3d 952, 953 (Del. 2021) (citing *Schnell v. Chris-Craft Indus., Inc.*, 285 A.2d 437, 439 (Del. 1971)). Self-dealing amounts to a breach of duty of loyalty. *See Tagliatalata v. Galvin*, No. 5841-MA, 2015 WL 757880, at *4 (Del. Ch. Feb. 23, 2015); *Walls v. Peck*, Civ. A. No. 497, 1979 WL 26236, at *4 (Del. Ch. Oct. 24, 1979); GEORGE GLEASON BOGERT, THE LAW OF TRUSTS AND TRUSTEES, § 543 (3d ed. 2019) (“The trustee must administer the trust with complete loyalty to the

interests of the beneficiary, without consideration of the personal interests of the trustee or the interests of third persons.”).

51. Indeed “[u]nlike corporate law, ‘[u]nder trust law, self-dealing on the part of a trustee is virtually prohibited.’” *Stegemeier v. Magness*, 728 A.2d 557, 563 (Del. 1999) (citing *Oberly v. Kirby*, 592 A.2d 445, 466 (Del. 1991)). As a result, the interested trustee bears the burden of persuasion to justify upholding the transaction. *Id.*

52. In this case, as the Delaware Complaint alleges, Mr. Seery has breached his duty of loyalty. That breach was inevitable given the manner in which Mr. Seery and Highland constructed the Claimant Trust and the Indemnity Subtrust. As set forth above, Mr. Seery is the Trustee of the Claimant Trust with an absolute duty to manage and administer that trust for the benefit of the Trust’s beneficiaries. But Mr. Seery is also the Indemnity Trust Administrator charged with funding and spending an indemnity reserve for the benefit of Indemnified Parties, including himself. His duties as Claimant Trustee and Indemnity Subtrustee are in hopeless conflict as a result of this arrangement.

53. As now apparent, that conflict has manifested to the detriment of the intended beneficiaries of the Claimant Trust, including Movant. Essentially, Mr. Seery is seeking to hold the assets of the Claimant Trust hostage by reserving an increasing and inexplicably gigantic indemnity reserve to benefit the Indemnified Parties, including himself.

54. But consider the nature of claims potentially triggering indemnification, such as the insider trading claims against Mr. Seery, Muck and Jessop.⁷² If the potentially indemnified parties prevail, there can be no judgment to indemnify. If the potentially indemnified parties lose, the nature of the claim is such that there would be no indemnity owed – so how could \$125 million in

⁷² See Hunter Mountain Investment Trust’s Emergency Motion for Leave to File Verified Adversary Proceeding, Dkt. 3816.

indemnification reserves be needed? That large indemnity reserve is antithetical to the interests of the intended beneficiaries of the Claimant Trust.

55. Moreover, Mr. Seery's conduct in contravention of his duty of loyalty to beneficiaries of the Claimant Trust contravenes the language and intent of the Plan itself. The Plan does not require holders of Class 10 and 11 claims (or parties related thereto) to grant releases of liability to the Claimant Trustee or the Indemnified Parties, but by refusing to pay out Classes 8 and 9 and refusing to issue the required GUC Certification in favor of funding up to \$125 million in indemnity reserves, that is functionally what Mr. Seery is seeking to leverage Classes 10 and 11 (and even other non-parties) to provide.⁷³

56. Forcing Classes 10 and 11 to bear the cost of Mr. Seery's indemnification reserve also goes beyond what the CTA allows. Paragraph 8.2 of that Agreement expressly allows parties to sue Mr. Seery and other indemnified parties for actions that constitute fraud, willful misconduct, or gross negligence, provided that they seek Bankruptcy Court approval to proceed on such claims. In other words, not even the CTA contemplates that Classes 10 and 11 would grant full, general releases to the Indemnified Parties, much less fund their defense for cognizable claims under the Agreement. By trying to insulate himself from *all* claims as a condition of performing his mandatory duties under the CTA, Mr. Seery is putting his personal self-interest ahead of the beneficiaries of the Trust.

57. There is ample case law holding that a trustee may not make a release (or its equivalent) a condition of performing his duties to a trust. Indeed, as the Delaware Chancery Court has explained, “[a]lthough the practice of demanding a release is widespread, a trustee who insists on a release as the price [of] doing what is in the best interests of the trust—and what the trustee's fiduciary duties therefore require—engages in self-interested conduct by extracting a personal benefit

⁷³ Highland Parties' Objection to Motion to Stay and Motion to Compel Mediation, Dkt. 3796, at fn. 4.

at the expense of the trust and its beneficiaries.” *J.P. Morgan Tr. Co. of Delaware, Tr. of Fisher 2006 Tr. v. Fisher*, No. CV 12894-VCL, 2021 WL 2407858, at *22 n.9 (Del. Ch. June 14, 2021), *judgment entered sub nom* (noting that “[t]he trustee’s insistence on a release may also fuel the beneficiaries’ concern about improper conduct, as it did in this case”).

58. Similarly, the Southern District of New York has held that a fiduciary’s refusal to distribute assets without getting a release can constitute a breach of fiduciary duty:

Defendants also argue that the demand for a release was not a breach of fiduciary duty because there is no merit to KeyBank’s underlying claims. I have held for the reasons stated above that some of KeyBank’s claims have been properly pleaded and survive a motion to dismiss. Even if that were not the case, however, the First Amended Complaint properly alleges that the refusal to deliver stock to which KeyBank was entitled – based on the defendants’ self-interested insistence that they be released from KeyBank’s claims – was an abuse of defendants’ control of the buyer that had nothing to do with the buyer’s legitimate business interests and that instead served only the self-interests of the defendants themselves.

Keybank Nat’l Ass’n v. Franklin Advisers, Inc., 616 B.R. 14, 44 (Bankr. S.D.N.Y. 2020).

59. In yet another similar case, the Southern District of New York held that a trustee breached its fiduciary duties by insisting on indemnification before carrying out its contractual obligations. In *FMS Bonds, Inc. v. Bank of New York Mellon*, the plaintiffs, holders of industrial revenue bonds, filed suit for breach of contract and breach of fiduciary duty against the indenture trustee responsible for servicing the bonds. No. 15 CIV. 9375 (ER), 2016 WL 4059155, at *1 (S.D.N.Y. July 28, 2016). The plaintiffs alleged the trustee failed to file a timely proof of claim in the bankruptcy proceedings on behalf of the entities obligated to make payments under the bonds. *Id.* at 7. The trustee offered to file a late proof of claim, but only if the plaintiffs agreed to “further indemnification protection” for the trustee. *Id.* The plaintiffs argued that “where the Trustee’s ‘gross negligence’ prevented bondholders from collecting on the Bonds, the Trustee’s inaction and insistence on further indemnification in order to rectify that gross negligence was a breach of the Trustee’s fiduciary duties.” *Id.* at 13. The trustee moved to dismiss plaintiffs’ breach of fiduciary duty

claim, and the court denied the motion, stating that the plaintiffs’ allegations “that the Trustee . . . breached its fiduciary duties by insisting on indemnification before taking further action” properly pleaded a breach of fiduciary duty claim. *Id.* at 14.

60. The reasoning of these cases applies with equal force here. Mr. Seery is obligated under the CTA to administer the Claimant Trust expeditiously, with an aim toward maximizing value for the Trust’s intended beneficiaries, and to distribute the Claimant Trust’s assets to those beneficiaries within a reasonable time. Instead of doing so, Mr. Seery is increasing the indemnity reserve so he can indemnify himself and others against future, unidentified lawsuits, potentially in perpetuity. In other words, like the trustees in *Fisher*, *Keybank National Association*, and *FMS Bonds*, Mr. Seery is refusing to comply with his obligations under the relevant trust agreement to extract some benefit for himself. That is a breach of the duty of loyalty, and that is a sufficient basis for Movant to seek Mr. Seery’s removal under Delaware law.

b) Mr. Seery’s Continued Service Substantially Impairs the Administration of the Trust

61. Mr. Seery’s dual roles as Claimant Trustee and Indemnity Subtrust Administrator create an irreconcilable conflict of interest that substantially impairs the administration of the trust. As Claimant Trustee, Mr. Seery has duties to the Claimant Trust Beneficiaries to timely pay the remaining Class 8 and 9 claims, and file the GUC Certification. However, Mr. Seery, as an Indemnified Party as well as Indemnity Subtrust Administrator, instead is using the assets of the Claimant Trust to fund a \$35-50 million cash reserve to the Indemnity Subtrust and create an additional \$90 million “indemnity reserve.” In other words, Mr. Seery has chosen to pursue creation of an “indemnity wall” rather than perform his duties as Claimant Trustee. Under these circumstances, Mr. Seery’s continued service as Claimant Trustee while he also serves as Indemnity Subtrust Administrator impairs the administration of the Claimant Trust, warranting his removal as Trustee.

c) Mr. Seery Is Hostile to Movant, the Largest Class 10 Equity Holder

62. “Removal of a trustee is appropriate where ‘there exists . . . hostility between the trustee[] and the beneficiaries that threatens the efficient administration of the trust.’” *Matter of Jeremy Paradise Dynasty Tr.*, No. CV 2021-0354-KSJM, 2021 WL 3625375, at *1 (Del. Ch. Aug. 17, 2021). Where, as here, hostility rises to the point of preventing trust funds from being distributed, removal is appropriate. *See, e.g., Tagliatela v. Galvin*, No. CIV.A. 5841-MA, 2013 WL 2122044, at *3 (Del. Ch. May 14, 2013) (“The ongoing hostility and lack of communication and trust between the Trustee and three of her siblings have prevented the trust funds from being distributed to the six beneficiaries in a reasonable time after the settlor’s death. . . . I conclude that it is in the best interest of the beneficiaries here to remove [the Trustee.]”).

63. There can be no doubt that Mr. Seery is hostile to Movant and the holders of Class 10 and 11 claims (the holders of Contingent Trust Interests under the CTA). Among other things:

- Mr. Seery has provided testimony on repeated occasions accusing Class 10 and 11 claims holders of “bad faith” and other misconduct;
- Mr. Seery has helped facilitate lawsuits against Class 10 and 11 claims holders, including the *Kirschner* Action;
- Mr. Seery has helped facilitate the filing of motions against Class 10 and 11 claims holders, including a Motion to Deem the Dondero Parties Vexatious Litigants, currently pending in the United States District Court for the Northern District of Texas;
- Mr. Seery not only has failed to communicate with the Class 10 and 11 claim holders about the estate’s finances, but opposes their efforts to obtain such information;⁷⁴ and
- Mr. Seery has resisted and opposed relief sought by Class 10 and 11 claims holders, even where that relief was reasonable and designed to benefit the estate as a whole.⁷⁵

⁷⁴ Memorandum of Law in Support of Highland Capital Management, L.P. and the Highland Claimant Trust’s Motion to Dismiss Complaint Case No. 23-03038 (N.D. Tex.) at Dkt. 14 [App. 079-109]. The claim holders have requested this information since at least June 2022 (Dkt. 3382), which was approximately \$80 million in estate expenses ago. *See* ¶ 25 *supra*.

⁷⁵ *See* Highland Capital Management, L.P.’s Memorandum of Law in Support of its Motion to Deem the Dondero Entities Vexatious Litigants and for Related Relief, Case No. 21-00881 (N.D. Tex.), Dkt. 137 [App. 031-038] (wherein the Reorganized Debtor (under the control of the Claimant Trust), defines “Dondero Entities” as including HMIT (Movant herein) at fn. 1; states “The Dondero Entities—all of which are dominated and controlled by or acting in concert with

64. The hostility described herein between Mr. Seery and the beneficiaries of the Claimant Trust is more than sufficient to warrant Mr. Seery's removal. In *Tagliatela*, the court removed the trustee because "ongoing hostility and lack of communication" between the trustee and beneficiaries "prevented the trust funds from being distributed" to the beneficiaries in a reasonable time. 2013 WL 2122044, at *3. Similarly, here, the hostility between Mr. Seery and the beneficiaries is so extreme that Mr. Seery refuses to administer the trust funds without first establishing an indemnity fund with potentially more than one hundred million dollars. That is impermissible under Delaware law.

65. For all the foregoing reasons, Movant's Delaware complaint sets forth a *prima facie* claim for removal of Mr. Seery as Trustee of the Claimant Trust, consistent with the applicable legal standard and also even consistent with this Court's new Gatekeeper Colorability Test.

B. Movant Seeks to File its Delaware Complaint for a Proper Purpose

66. Even though Movant does not agree with the Court's Gatekeeper Colorability Test, Movant can readily satisfy the next element of that test because it has a legitimate and proper reason to seek Mr. Seery's removal under Delaware law. As the allegations above make clear, Movant has no other legal avenue available to protect its sizeable interest in the assets of the Claimant Trust.

67. The latest information from the Highland Parties is that the Indemnity Subtrust now holds reportedly \$50 million in cash, and that an additional \$90 million of the Claimant Trust assets have been held in an indemnity reserve. That means that at least \$140 million is currently being held for indemnity—on the sole authority of Mr. Seery in order to protect himself. Contrary to the

Dondero, HCMLP's co-founder and ousted Chief Executive Officer—are engaged in a coordinated litigation strategy spanning nearly three years to wear down HCMLP and its management and undermine HCMLP's confirmed Plan." *Id.*, at ¶ 1.; "Thereafter, directly and through the Dondero Entities, he began interfering with the management of the estate, threatening HCMLP employees, challenging nearly every action taken to further HCMLP's reorganization, commencing new (and frivolous) litigation against HCMLP and its management both insider and outside of Bankruptcy Court..." *Id.* at ¶ 4; "Separately, in March 2023, HMIT sought leave to sue HCMLP for allegedly breaching its fiduciary duty and other obligations to HMIT—a prepetition equity holder.... However, HMIT's putative complaint is emblematic of the Dondero Entities' unceasing litigation--..." *Id.* at ¶ 30); Dec. 14, 2020 Depo. Tr. at 37:22-25 [App. 003]; Aug. 4, 2021 Hr'g Tr. At 66:15-18 [App. 007]; June 2, 2023 Depo. Tr. At 113:17-20 [App. 028].

representations in the Subtrust Motion, the amount now held for indemnity is 560% of the original \$25 million represented. By comparison, for the pre-effective date period, the entire bankruptcy case only cost approximately \$40 million in administrative fees through August 10, 2021.⁷⁶

68. The Plan and Trusts have now turned into nothing more than vehicles for Mr. Seery to leverage to seek to force Class 10 and 11 Equity Holders, and even related party non-equity holders, to deliver releases and other consideration to Mr. Seery and the Indemnified Parties. By his conduct, Mr. Seery seeks the complete exculpation the Fifth Circuit denied him.⁷⁷ Under the guise of “indemnity,” he holds assets that belong to beneficiaries, vested and contingent, entirely hostage at his sole and unfettered discretion. Meanwhile, Seery continues to collect his monthly compensation of \$150,000 per month, plus authorize over \$5 million in undisclosed monthly expenses. The present circumstances demonstrate that, if not stopped, Seery will continue to use his position in this manner until the Trusts are exhausted and the Plan is entirely frustrated. The creation of the Trusts and limitless authority of Mr. Seery have resulted in a conflict of interest which cannot be resolved without a court’s appropriate, and entirely necessary, equitable resolution.

69. In short, the claims to remove Mr. Seery as Claimant Trustee are not without foundation, not without merit, and not being pursued for an improper purpose. Based on the Delaware law described herein, Movant meets the applicable legal standard, and also even this Court’s Gatekeeper Colorability Test, and the Court should allow Movant to proceed with its complaint in Delaware.

IV. CONCLUSION

For all of the forgoing reasons, this Motion should be granted.

⁷⁶ September 30, 2023, Post-confirmation Reports, Dkt. Nos. 3955 and 3956, p.2.

⁷⁷ *In re Highland Capital Management, L.P.*, 48 F.4th 419, 435 (5th Cir. 2022).

WHEREFORE, Movant requests the entry of an order i) granting this Motion for Leave; ii) determining that the Gatekeeping Provision is satisfied as applied to the Delaware Proceeding; and iii) authorizing Movant to file the Delaware Complaint.

Respectfully submitted,

STINSON LLP

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for The Hunter Mountain Investment Trust

CERTIFICATE OF CONFERENCE

The undersigned hereby certifies that on December 21, 2023, counsel for Hunter Mountain Investment Trust conferred with opposing counsel regarding this motion and opposing counsel indicated that the Debtor is opposed.

/s/Deborah Deitsch-Perez
Deborah Deitsch-Perez

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 1, 2024, a true and correct copy of this document was served electronically via the Court's CM/ECF system to the parties registered or otherwise entitled to receive electronic notices in this case.

/s/Deborah Deitsch-Perez
Deborah Deitsch-Perez

EXHIBIT 1

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

HUNTER MOUNTAIN INVESTMENT TRUST)
)
 Plaintiff,)
) C.A.No. _____
 v.)
)
 JAMES P. SEERY, JR.)
)
 Defendant.)

COMPLAINT TO REMOVE THE TRUSTEE

Plaintiff, Hunter Mountain Investment Trust (“HMIT”), by and through its undersigned counsel, hereby brings the following Complaint seeking the removal of Defendant James P. Seery, Jr. as Trustee of the Highland Claimant Trust (the “Claimant Trust”) pursuant to 12 *Del. C.* § 3327(1), (3)(b), and/or (3)(c). In support, HMIT respectfully states as follows:

I. PARTIES

1. Plaintiff HMIT is a Delaware statutory trust that was formerly the largest equity holder in Highland Capital Management, L.P. (the “Debtor”), holding a 99.5% limited partnership interest. HMIT is now the largest holder of a Contingent Trust Interest in the Claimant Trust pursuant to the terms of the Claimant Trust Agreement (“CTA”).¹

¹ See Exhibit 1.

2. Defendant James P. Seery, Jr. (“Mr. Seery or Seery”) is an individual citizen and resident of the State of New York. Mr. Seery may be served with process at 100 Crescent Court, Suite 1805, Dallas, Texas 75201. Mr. Seery acts as the Claimant Trustee under the CTA and as Trust Administrator of the Indemnity Subtrust as described herein. Mr. Seery may be served with process pursuant to 10 *Del. C.* § 3114 because he serves as the trustee of a Delaware statutory trust.

II. JURISDICTION

3. This Court has jurisdiction over this matter pursuant to 10 *Del. C.* § 341 and 12 *Del. C.* § 3327.

III. STANDING

4. HMIT seeks to have this Court remove Mr. Seery as Claimant Trustee of the Claimant Trust pursuant to 12 *Del. C.* § 3327. HMIT has standing as Plaintiff in this proceeding because it is a beneficiary within the meaning of Delaware trust law and, at a minimum, a contingent beneficiary under the terms of the Claimant Trust.

IV. FACTS

A. The Claimant Trust Agreement

5. In a chapter 11 bankruptcy proceeding in the Bankruptcy Court for the Northern District of Texas, the Debtor filed and the Bankruptcy Court confirmed the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as modified)* (*In re Highland Capital Management LP*, Case No. 19-34054-sgj11 in the

United States Bankruptcy Court for the Northern District of Texas, Doc. 1943 at Ex.

A) (the “**Plan**”).

6. Pursuant to the Plan, assets of the bankruptcy estate of the Debtor were transferred to the Claimant Trust.

7. The CTA identifies different “classes” of trust interests. In particular, Class 8 interests were distributed to Holders of Allowed Class 8 General Unsecured Claims; Class 9 interests were distributed to Holders of Allowed Class 9 Subordinated Claims; Class 10 interests were distributed to Holders of Allowed Class 10 Class B/C Limited Partnership Interests; and Class 11 interests were distributed to Holders of Allowed Class 11 Class A Limited Partnership Interests.

8. The CTA directs Seery, as Claimant Trustee, “to litigate and settle Claims in Class 8 and Class 9.” (CTA at ¶ 2.3(b)(ii).)

9. After Class 8 and Class 9 interest holders are paid in full, the CTA directs Seery, as Claimant Trustee, to file with the Bankruptcy Court a “GUC Payment Certification.” (CTA at ¶ 5.1(c).)

10. As described in the CTA, Class 10 and Class 11 interests are “Contingent Trust Interests,” meaning they will not “vest” under the terms of the CTA until Class 8 and Class 9 interest holders are paid in full and the Claimant Trustee files the GUC Payment Certification. (CTA at ¶¶ 1.1(m) and 5.1(c).)

11. Among other things, the CTA requires Mr. Seery to pay the remaining Class 8 and 9 claims in full and file the GUC Certification, thereby “vesting” the Class 10 and 11 Equity Interests under the terms of the CTA. (CTA at ¶¶ 1.1(h), 1.1(aa), and 5.1.) In addition, he has the duty to do so timely and “not unduly prolong the duration of the Claimant Trust.” (CTA at ¶¶ 2.2(b), 3.2(a), and 3.3(a).)

12. The Claimant Trust expressly does not indemnify parties for acts which are determined by order a court of competent jurisdiction to constitute willful fraud, willful misconduct, or gross negligence. (CTA at ¶ 8.2.)

B. The Indemnity Subtrust

13. Months after confirmation of the chapter 11 Plan and creation of the Claimant Trust, the Bankruptcy Court authorized the creation of the Indemnity Subtrust. The Indemnity Subtrust was created to provide a source of conditional indemnity, in lieu of liability insurance coverage, to parties identified as “Indemnified Parties” in Section 8.2 of the CTA, including Mr. Seery and the Claimant Trust Oversight Board to the extent they otherwise qualify under the terms of the CTA. According to the terms of the motion filed with the bankruptcy court seeking to create the Indemnity Subtrust, Mr. Seery placed himself in the position of Trust Administrator of the Indemnity Subtrust (to whom the trustee of the Indemnity Subtrust answers). Accordingly, Mr. Seery has exercised sole control of both the

Claimant Trust and Indemnity Subtrust with respect to all matters concerning indemnity.

14. Mr. Seery has an irresolvable conflict of interest whereby he has exclusive control over the Indemnity Subtrust—to the detriment of the Class 8 and 9 Claimants, and the Class 10 and 11 Equity Interests. In such position, Mr. Seery enjoys power in his sole and absolute discretion to direct administration of all aspects of the Indemnity Subtrust for his own benefit, and all matters relating to indemnity with respect to the Claimant Trust.

15. The sole conditional beneficiaries of the Indemnity Subtrust are the Indemnified Parties as defined in Section 8.2 of the Claimant Trust Agreement, including Seery himself and the Claimant Trust Oversight Board.

C. The Claimant Trust Has Sufficient Assets to Pay Class 8 and 9 Interest Holders

16. Based on a consolidated balance sheet filed on July 6, 2023, the Claimant Trust has about \$250 million in assets (of which \$180 million is cash) and only about \$126 million in Class 8 and 9 claims.

Highland Claimant Trust
Summarized Consolidated Balance Sheet ⁽¹⁾
As of May 31, 2023
The accompanying notes are integral to understanding this balance sheet
(Estimated and unaudited, \$ in millions)

	Balance per books	adjustments (see notes)	Adjusted balance
Assets			
Cash and equivalents	\$ 13	\$ -	\$ 13
Disputed claims reserve ⁽²⁾	12	-	12
Other restricted cash	12	-	12
Investments ⁽³⁾	118	(12) ⁽⁴⁾	106
Notes receivable, net ⁽⁴⁾	86	(83) ⁽⁴⁾	3
Other assets	6	-	6
Total assets	\$ 247	\$ (95)	\$ 152
Liabilities			
Secured and other debt	\$ -	\$ -	\$ -
Distribution payable ⁽²⁾	12	-	12
Additional indemnification reserves	-	90 ⁽⁵⁾	90
Other liabilities	15	13 ⁽⁵⁾	28
Total liabilities ⁽⁵⁾	\$ 27	\$ 103	\$ 130
Book/adjusted book equity (see accompanying notes) ⁽⁵⁾	220	(198)	22
Total liabilities and book/adjusted book equity	\$ 247	\$ (95)	\$ 152
Supplemental info: ⁽⁷⁾			
Sum of remaining allowed Class 8 Trust Beneficiaries, excluding interest	\$ 27		
Sum of remaining allowed Class 9 Trust Beneficiaries, excluding interest	99		
Sum of face amount of pending Class 8/9 potential Trust Beneficiaries, excluding interest	13		
Sub-total	\$ 139		

17. Notably, the Claimant Trust’s balance sheet assets do not include a fully cash-funded at least \$35 million indemnity account (reportedly now \$50 million) that presumably may be used to pay creditors to the extent it is not consumed by the estate’s professionals. (See *Notice of Filing of Current Balance Sheet of the Highland Claimant Trust*, Dkt. 3872 at Ex. A, Note 1.)² To reduce the Claimant Trust’s book value, the Debtor purports to add “non-book” adjustments to the balance sheet. One such adjustment gives zero asset value to the notes payable by alleged affiliates of Jim Dondero. (See *id.* at Ex. A.) However, \$70 million of those notes are fully bonded by cash deposited in the registry of the district court. See Case No. 3:31-cv-00881-X (N.D. Tex.), *Order Granting Joint Agreed Emergency Motion*

² See [Exhibit 2](#).

for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals [Dkt. 149] and *Notices of Bonding* [Dkts. 151, 152, and 160-162].³

18. Additionally, Mr. Seery declared a supplemental “indemnity account” now holding approximately \$90 million, on top of the \$35 (or \$50) million cash indemnity reserve, for the benefit of the Indemnified Parties (including Mr. Seery).

19. Were it not for the inappropriate \$125 million (or more) indemnity reserve, Debtor’s creditors could and should have been paid, the estate closed and the residual returned to former equity months ago.

20. As a practical matter, the Claimant Trust could pay the Class 8 and 9 claims in full with interest, Mr. Seery could file the GUC Certification, and the Equity interests, including Plaintiff’s, would fully “vest” under the terms of the CTA. All of these steps could be, and indeed, should have been, completed without any interference with the Indemnity Sub-Trust or Indemnity Trust.

D. Mr. Seery Refuses to Pay Class 8 and 9 Interest Holders, and thereby Seeks to Prevent HMIT’s Class 10 Interests from Vesting, to Advance His Own Self-Interest.

21. As a result of Mr. Seery’s roles as both Claimant Trustee and Trust Administrator of the Indemnity Subtrust, Mr. Seery is determined to hold the assets of the Claimant Trust “hostage” by creating an indemnity reserve and/or funding the

³ See Exhibit 3.

Indemnity Subtrust to solely benefit the Indemnified Parties, including himself personally.

22. Mr. Seery's use of the Claimant Trust Asset's to build an indemnity "wall" for his own benefit rather than paying off the Class 8 and 9 claims, reflects an attempt to avoid "vesting" of equity Classes 10 and 11 under the CTA, of which HMIT is the largest interest holder. Such conduct is adverse to the interests of the Beneficiaries and the Contingent Beneficiaries of the Claimant Trust, including HMIT.

23. Mr. Seery's serving as both the Claimant Trustee and as the Trust Administrator of the Indemnity Subtrust therefore creates an irresolvable conflict of interest.

24. Seery has duties to the Claimant Trust Beneficiaries which include, without limitation: a) paying the remaining Class 8 and 9 claims in full, b) filing the GUC Certification, and c) vesting the Class 10 and 11 Equity Interests under the terms of the CTA. (CTA at ¶¶ 1.1(h), 1.1(aa), and 5.1.) In addition, Mr. Seery has the duty to do so timely and "not unduly prolong the duration of the Claimant Trust." (CTA at ¶¶ 2.2(b), 3.2(a), and 3.3(a).)

25. But, because Mr. Seery is a conditionally Indemnified Party, he self-servingly chooses essentially to use assets of the Claimant Trust to both fund a cash reserve to the Indemnity Subtrust, reportedly now totaling \$50 million, and on top

of that, create an additional “indemnity reserve” of some \$90 million in cash in the Claimant Trust. Meanwhile, Mr. Seery continues to collect substantial income in his capacity as Claimant Trustee rather than winding up the estate.

26. Simply put, Seery has chosen to dedicate assets of the Claimant Trust to erect an “indemnity wall” in front of himself instead of performing his remaining duties as the Claimant Trustee.

27. *De facto*, but for Mr. Seery’s deliberate failure to pay the remaining Class 8 and 9 claims in full with interest from the liquid assets in the Trust, the Class 10 and 11 Equity Holders are Claimant Trust Beneficiaries.

28. Notwithstanding that creditor constituencies voted to support, and the Bankruptcy Court approved, the Plan, understanding that there would be a partially independent, five-member Oversight Board supervising the monetization and distribution of estate assets, that contemplated governance structure has long since been ignored and has failed to safeguard the Claimant Trust. The representations in the Plan, the findings by the Bankruptcy Court, and the belief of the Fifth Circuit that Mr. Seery’s conduct as Claimant Trustee would be affirmatively overseen to assure that the Plan would be fully performed, are – at least as to the appropriate use of funds and indemnification -- all false.

E. Mr. Seery’s Refusal to Administer the CTA Has Created Hostility between Mr. Seery and the Beneficiaries

29. The Claimant Trust, of which Mr. Seery is Trustee, owns the limited partnership interests in the Reorganized Debtor.⁴

30. In the United States District Court for the Northern District of Texas, Highland Capital Management, L.P. (“HCMLP”), the Reorganized Debtor, filed a *Motion to Deem the Dondero Entities Vexatious Litigants and for Related Relief*, (Dist. Ct. Case No. 3:21-cv-00881-X, Dkt. No. 136) and filed a Memorandum of Law (*Id.* at Dkt. No. 137) in support thereof.

31. In the Memorandum of Law, the Reorganized Debtor (under the control of the Claimant Trust), defines “Dondero Entities” as including HMIT (Movant herein) in footnote 1, page 1. The Memorandum of Law declares that, “The Dondero Entities—all of which are dominated and controlled by or acting in concert with Dondero, HCMLP’s co-founder and ousted Chief Executive Officer—are engaged in a coordinated litigation strategy spanning nearly three years to wear down HCMLP and its management and undermine HCMLP’s confirmed Plan.” (*Id.*, p. 1.) The Memorandum further states, “Thereafter, directly and through the Dondero Entities, he began interfering with the management of the estate, threatening HCMLP employees, challenging nearly every action taken to further HCMLP’s

⁴ *Memorandum Opinion* [Dkt. No. 3903], at page 11.

reorganization, commencing new (and frivolous) litigation against HCMLP and its management both insider and outside of Bankruptcy Court...” (*Id.* at p. 2.)

32. In particular, with respect to HMIT, the reorganized Debtor’s, Memorandum states, “[s]eparately, in March 2023, HMIT sought leave to sue HCMLP for allegedly breaching its fiduciary duty and other obligations to HMIT—a prepetition equity holder.... However, HMIT’s putative complaint is emblematic of the Dondero Entities’ unceasing litigation--...” (*Id.* at ¶ 30, p. 26.) Ironically, the Memorandum was wrong: HMIT’s referenced motion sought leave to bring derivative claims *on behalf of HCMLP*.

33. Mr. Seery’s hostility to Dondero is also well documented in hearing testimony, depositions, and declarations Mr. Seery has provided since October of 2020.⁵

⁵ See Highland Capital Management, L.P.’s Memorandum of Law in Support of its Motion to Deem the Dondero Entities Vexatious Litigants and for Related Relief, Case No. 21-00881 (N.D. Tex.), Dkt. 137 (wherein the Reorganized Debtor (under the control of the Claimant Trust), defines “Dondero Entities” as including HMIT (Movant herein) at fn. 1; states “The Dondero Entities—all of which are dominated and controlled by or acting in concert with Dondero, HCMLP’s co-founder and ousted Chief Executive Officer—are engaged in a coordinated litigation strategy spanning nearly three years to wear down HCMLP and its management and undermine HCMLP’s confirmed Plan.” *Id.*, at ¶ 1.; “Thereafter, directly and through the Dondero Entities, he began interfering with the management of the estate, threatening HCMLP employees, challenging nearly every action taken to further HCMLP’s reorganization, commencing new (and frivolous) litigation against HCMLP and its management both insider and outside of Bankruptcy Court...” *Id.* at ¶ 4; “Separately, in March 2023, HMIT sought leave to sue HCMLP for allegedly breaching its fiduciary duty and other obligations to HMIT—a prepetition equity holder.... However, HMIT’s putative complaint is emblematic of the Dondero Entities’ unceasing litigation--...” *Id.* at ¶ 30); Dec. 14, 2020 Depo. Tr. at 37:22-25 (“He has an interest in sticking his fingers in virtually everything but not providing any value. That’s pretty consistent.”); Aug. 4, 2021 Hr’g Tr. at 66:15-18 (“We wanted to make sure we had a clean, fast transaction. And based upon our dealings with the Dondero entities, we didn’t think we could possibly have that.”); June 2, 2023 Depo. Tr. at 113:17-20 (“... I don’t think this was a complicated case at all. I think this could have been easily resolved. And with normal commercial actors, it would have been.”).

34. Based on the above, there can be no question that Mr. Seery (a) is overtly hostile to Dondero, (b) contends that Dondero controls HMIT, and (c) is hostile to HMIT directly. Such hostility is well beyond mere discord.

V. CAUSES OF ACTION

35. Pursuant to 12 *Del. C.* § 3327, an “officeholder,” including a trustee “may be removed in accordance with the terms of the governing instrument.” 12 *Del. C.* § 3327. Additionally, “the Court of Chancery may remove an officeholder on the Court’s own initiative or on petition of a trustor, another officeholder, or beneficiary” in any of five circumstances:

- 1) ***The officeholder has committed a breach of trust; or***
- 2) ***The continued service of the officeholder substantially impairs the administration of the trust; or***
- 3) The court, having due regard for the expressed intention of the trustor and the best interests of the beneficiaries, determines that notwithstanding the absence of a breach of trust, there exists:
 - a) A substantial change in circumstances;
 - b) ***Unfitness, unwillingness or inability of the officeholder to administer the trust or perform its duties properly; or***
 - c) ***Hostility between the officeholder and beneficiaries or other officeholders that threatens the efficient administration of the trust.***

12 *Del. C.* § 3327 (emphasis added).

Count I
(Removal of Seery for Breach of the Duty of Trust)

36. Plaintiff re-alleges and incorporates the allegations contained in the preceding paragraphs.

37. As Claimant Trustee, Mr. Seery owes duties to the Claimant Trust Beneficiaries to pay the remaining Class 8 and 9 claims in full and file the GUC Certification, thereby vesting the Class 10 and 11 Equity Interests under the terms of the CTA. (CTA at ¶¶ 1.1(h), 1.1(aa), and 5.1.) In addition, he has the duty to do so timely and “not unduly prolong the duration of the Claimant Trust.” (CTA at ¶¶ 2.2(b), 3.2(a), and 3.3(a).)

38. Mr. Seery also has a duty of loyalty and may not act in his own self-interest to the detriment of the Claimant Trust.

39. Mr. Seery has engaged in self-dealing and otherwise breached his duty of loyalty by refusing to pay the Class 8 and 9 Claims in full with interest and refusing to file the GUC Payment Certification in an effort to prevent Class 10 and 11 equity interests from “vesting” under the terms of the CTA, in order to create a “wall” of indemnity for his own benefit while continuing to collect professional fees.

40. Mr. Seery’s conduct constitutes a breach of the duty of loyalty and a breach of trust warranting Mr. Seery’s removal.

Count II
(Removal of Mr. Seery for Impairment of the Administration of the Trust)

41. Plaintiff re-alleges and incorporates the allegations contained in the preceding paragraphs.

42. The administration of the CTA requires payment to the remaining Class 8 and 9 creditors and the filing of the GUC Certification.

43. The Claimant Trust has more than sufficient funds to pay the remaining Class 8 and 9 creditors with interest. Nevertheless, Mr. Seery refuses to do so.

44. By refusing to pay the Class 8 and 9 creditors, thereby preventing the Class 10 and 11 equity interests from “vesting” under the terms of the CTA, despite the Claimant Trust having ample money to do so, Mr. Seery is substantially impairing the administration of the Trust, warranting his removal.

Count III
(Removal of Mr. Seery for Unwillingness to Administer the Trust)

45. Plaintiff re-alleges and incorporates the allegations contained in the preceding paragraphs.

46. The administration of the CTA requires payment to the remaining Class 8 and 9 creditors and the filing of the GUC Certification.

47. The Claimant Trust has more than sufficient funds to pay the remaining Class 8 and 9 creditors with interest. Nevertheless, Mr. Seery refuses to do so.

48. By refusing to pay the Class 8 and 9 creditors, thereby preventing the Class 10 and 11 equity interests from “vesting” under the terms of the CTA, despite the Claimant Trust having ample money to do so, Mr. Seery is necessarily unwilling to administer the trust, warranting his removal.

Count IV
(Removal of Mr. Seery because his Continued Services Substantially Impairs the Administration of the Trust)

49. Plaintiff re-alleges and incorporates the allegations contained in the preceding paragraphs.

50. Mr. Seery’s dual roles as Claimant Trustee and Indemnity Subtrust Administrator creates an irreconcilable conflict of interest.

51. As Claimant Trustee, Mr. Seery has duties to the Claimant Trust Beneficiaries to timely pay the remaining Class 8 and 9 claims, file the GUC Certification, and “vest” the Class 10 and 11 Equity Interests under the terms of the CTA.

52. However, Mr. Seery, as an Indemnified Party and as Indemnity Subtrust Administrator, is instead using assets of the Claimant Trust to fund a \$50 million cash reserve to the Indemnity Subtrust and create an additional \$90 million “indemnity reserve.”

53. Mr. Seery's choice to pursue creation of an "indemnity wall" as Indemnity Subtrust Administrator rather than perform his duties as Claimant Trustee substantially impairs the administration of the trust, warranting his removal.

Count V

(Removal of Mr. Seery due to Hostility that Threatens Administration of the Trust)

54. Plaintiff re-alleges and incorporates the allegations contained in the preceding paragraphs.

55. The hostility between Mr. Seery and the beneficiaries does not merely "threaten" the efficient administration of the Claimant Trust, it has in fact led to Mr. Seery refusing to administer the Claimant Trust at all, warranting Mr. Seery's removal.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff HMIT respectfully requests that this Court:

(i) remove James P. Seery, Jr. as Claimant Trustee for the Highland Claimant Trust;

(ii) appoint a neutral and professional successor trustee that is not indemnified by the assets of the Claimant Trust;

(iii) award Plaintiff all costs and attorneys' fees against Defendant pursuant to 12 *Del. C.* § 3584; and

(iv) grant Plaintiff any and all other relief, at law or in equity, to which it is entitled.

Dated: January __, 2024	BAYARD, P.A. _____ Stephen B. Braerman (#4952) 600 N. King St., Suite 400 Wilmington, Delaware 19801 (302) 655-5000 Attorneys for Plaintiff Hunter Mountain Investment Trust
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DRAFT

EXHIBIT 1

CLAIMANT TRUST AGREEMENT

This Claimant Trust Agreement, effective as of August 11, 2021 (as may be amended, supplemented, or otherwise modified in accordance with the terms hereof, this “Agreement”), by and among Highland Capital Management, L.P. (as debtor and debtor-in-possession, the “Debtor”), as settlor, and James P. Seery, Jr., as trustee (the “Claimant Trustee”), and Wilmington Trust, National Association, a national banking association (“WTNA”), as Delaware trustee (in such capacity hereunder, and not in its individual capacity, the “Delaware Trustee,” and together with the Debtor and the Claimant Trustee, the “Parties”) for the benefit of the Claimant Trust Beneficiaries entitled to the Claimant Trust Assets.

RECITALS

WHEREAS, on October 16, 2019, Highland Capital Management, L.P. filed with the United States Bankruptcy Court for the District of Delaware, a voluntary petition for relief under chapter 11 of the Bankruptcy Code, which case was subsequently transferred to the Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”) and captioned *In re Highland Capital Management, L.P.*, Case No. 19-34054-sgj11 (the “Chapter 11 Case”);

WHEREAS, on November 24, 2020, the Debtor filed the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* [Docket No. 1472] (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”),¹ which was confirmed by the Bankruptcy Court on February 22, 2021, pursuant to the *Findings of Fact and Order Confirming Plan of Reorganization for the Debtor* [Docket No. 1943] (the “Confirmation Order”);

WHEREAS, this Agreement, including all exhibits hereto, is the “Claimant Trust Agreement” described in the Plan and shall be executed on or before the Effective Date in order to facilitate implementation of the Plan; and

WHEREAS, pursuant to the Plan and Confirmation Order, the Claimant Trust Assets are to be transferred to the Claimant Trust (each as defined herein) created and evidenced by this Agreement so that (i) the Claimant Trust Assets can be held in a trust for the benefit of the Claimant Trust Beneficiaries entitled thereto in accordance with Treasury Regulation Section 301.7701-4(d) for the objectives and purposes set forth herein and in the Plan; (ii) the Claimant Trust Assets can be monetized; (iii) the Claimant Trust will transfer Estate Claims to the Litigation Sub-Trust to be prosecuted, settled, abandoned, or resolved as may be determined by the Litigation Trustee in accordance with the terms of the Litigation Sub-Trust Agreement, for the benefit of the Claimant Trust; (iv) proceeds of the Claimant Trust Assets, including Estate Claims, may be distributed to the Claimant Trust Beneficiaries² in accordance with the Plan; (v) the Claimant Trustee can resolve

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan. The confirmed Plan included certain amendments filed on February 1, 2021. *See Debtor’s Notice of Filing of Plan Supplement to the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)*, Docket No. 1875, Exh. B.

² For the avoidance of doubt, and as set forth in the Plan, Holders of Class A Limited Partnership Interests and Class B/C Limited Partnership Interests will be Claimant Trust Beneficiaries only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent applicable, post-petition interest in accordance with the terms and conditions set forth herein and in the Plan.

Disputed Claims as set forth herein and in the Plan; and (vi) administrative services relating to the activities of the Claimant Trust and relating to the implementation of the Plan can be performed by the Claimant Trustee.

DECLARATION OF TRUST

NOW, THEREFORE, in order to declare the terms and conditions hereof, and in consideration of the premises and mutual agreements herein contained, the confirmation of the Plan and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor, the Claimant Trustee, and the Delaware Trustee have executed this Agreement for the benefit of the Claimant Trust Beneficiaries entitled to share in the Claimant Trust Assets and, at the direction of such Claimant Trust Beneficiaries as provided for in the Plan.

TO HAVE AND TO HOLD unto the Claimant Trustee and his successors or assigns in trust, under and subject to the terms and conditions set forth herein and for the benefit of the Claimant Trust Beneficiaries, and for the performance of and compliance with the terms hereof and of the Plan; provided, however, that upon termination of the Claimant Trust in accordance with Article IX hereof, this Claimant Trust Agreement shall cease, terminate, and be of no further force and effect, unless otherwise specifically provided for herein.

IT IS FURTHER COVENANTED AND DECLARED that the Claimant Trust Assets are to be strictly held and applied by the Claimant Trustee subject to the specific terms set forth below.

ARTICLE I. **DEFINITION AND TERMS**

1.1 Certain Definitions. Unless the context shall otherwise require and except as contained in this Section 1.1 or as otherwise defined herein, the capitalized terms used herein shall have the respective meanings assigned thereto in the “Definitions,” Section 1.1 of the Plan or if not defined therein, shall have the meanings assigned thereto in the applicable Section of the Plan. For all purposes of this Agreement, the following terms shall have the following meanings:

(a) “Acis” means collectively, Acis Capital Management, L.P. and Acis Capital Management GP, LLP.

(b) “Bankruptcy Court” has the meaning set forth in the Recitals hereof.

(c) “Cause” means (i) a Person’s willful failure to perform his material duties hereunder (which material duties shall include, without limitation, with respect to a Member, or to the extent applicable, the Claimant Trustee, regular attendance at regularly scheduled meetings of the Oversight Board), which is not remedied within 30 days of notice; (ii) a Person’s commission of an act of fraud, theft, or embezzlement during the performance of his or her duties hereunder; (iii) a Person’s conviction of a felony (other than a felony that does not involve fraud, theft, embezzlement, or jail time) with all appeals having been exhausted or appeal periods lapsed; or (iv) a Person’s gross negligence, bad faith, willful misconduct, or knowing violation of law in the performance of his or her duties hereunder.

(d) “Claimant Trust Agreement” means this Agreement.

(e) “Claimant Trustee” means James P. Seery, Jr., as the initial “Claimant Trustee” hereunder and as defined in the Plan, and any successor Claimant Trustee that may be appointed pursuant to the terms of this Agreement.

(f) “Claimant Trust” means the “Highland Claimant Trust” established in accordance with the Delaware Statutory Trust Act and Treasury Regulation Section 301.7701-4(d) pursuant to this Agreement.

(g) “Claimant Trust Assets” means (i) other than the Reorganized Debtor Assets (which are expressly excluded from this definition), all other Assets of the Estate, including, but not limited to, all Causes of Action, Available Cash, any proceeds realized or received from such Assets, all rights of setoff, recoupment, and other defenses with respect, relating to, or arising from such Assets, (ii) any Assets transferred by the Reorganized Debtor to the Claimant Trust on or after the Effective Date, (iii) the limited partnership interests in the Reorganized Debtor, and (iv) the ownership interests in New GP LLC. For the avoidance of doubt, any Causes of Action that, for any reason, are not capable of being transferred to the Claimant Trust shall constitute Reorganized Debtor Assets.

(h) “Claimant Trust Beneficiaries” means the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, and, only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent applicable, post-petition interest at the federal judgment rate in accordance with the terms and conditions set forth herein, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.

(i) “Claimant Trust Expense Cash Reserve” means \$[•] million in Cash to be funded pursuant to the Plan into a bank account of the Claimant Trust on or before the Effective Date for the purpose of paying Claimant Trust Expenses in accordance herewith.

(j) “Claimant Trust Expenses” means the costs, expenses, liabilities and obligations incurred by the Claimant Trust and/or the Claimant Trustee in administering and conducting the affairs of the Claimant Trust, and otherwise carrying out the terms of the Claimant Trust and the Plan on behalf of the Claimant Trust, including without any limitation, any taxes owed by the Claimant Trust, and the fees and expenses of the Claimant Trustee and professional persons retained by the Claimant Trust or Claimant Trustee in accordance with this Agreement.

(k) “Committee Member” means a Member who is/was also a member of the Creditors’ Committee.

(l) “Conflicted Member” has the meaning set forth in Section 4.6(c) hereof.

(m) “Contingent Trust Interests” means the contingent interests in the Claimant Trust to be distributed to Holders of Class A Limited Partnership Interests and Class B/C Limited Partnership Interests in accordance with the Plan.

(n) “Creditors’ Committee” means the Official Committee of Unsecured Creditors appointed pursuant to section 1102 of the Bankruptcy Code in the Chapter 11 Case, comprised of Acis, Meta-e Discovery, the Redeemer Committee and UBS.

(o) “Delaware Statutory Trust Act” means the Delaware Statutory Trust Act 12 Del C. §3801, et seq. as amended from time to time.

(p) “Delaware Trustee” has the meaning set forth in the introduction hereof.

(q) “Disability” means as a result of the Claimant Trustee’s or a Member’s incapacity due to physical or mental illness as determined by an accredited physician or psychologist, as applicable, selected by the Claimant Trustee or the Member, as applicable, the Claimant Trustee or such Member has been substantially unable to perform his or her duties hereunder for three (3) consecutive months or for an aggregate of 180 days during any period of twelve (12) consecutive months.

(r) “Disinterested Members” has the meaning set forth in Section 4.1 hereof.

(s) “Disputed Claims Reserve” means the reserve account to be opened by the Claimant Trust on or after the Effective Date and funded in an initial amount determined by the Claimant Trustee [(in a manner consistent with the Plan and with the consent of a simple majority of the Oversight Board)] to be sufficient to pay Disputed Claims under the Plan.

(t) “Employees” means the employees of the Debtor set forth in the Plan Supplement.

(u) “Employee Claims” means any General Unsecured Claim held by an Employee other than the Claims of the Senior Employees subject to stipulations (provided such stipulations are executed by any such Senior Employee of the Debtor prior to the Effective Date).

(v) “Estate Claims” has the meaning given to it in Exhibit A to the *Notice of Final Term Sheet* [Docket No. 354].

(w) “Equity Trust Interests” has the meaning given to it in Section 5.1(c) hereof.

(x) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(y) “General Unsecured Claim Trust Interests” means interests in the Claimant Trust to be distributed to Holders of Allowed Class 8 General Unsecured Claims (including Disputed General Unsecured Claims that are subsequently Allowed) in accordance with the Plan.

(z) “GUC Beneficiaries” means the Claimant Trust Beneficiaries who hold General Unsecured Claim Trust Interests.

(aa) “GUC Payment Certification” has the meaning given to it in Section 5.1(c) hereof.

(bb) “HarbourVest” means, collectively, HarbourVest 2017 Global Fund, L.P., HarbourVest 2017 Global AIF L.P., HarbourVest Dover Street IX Investment, L.P., HV International VIII Secondary L.P., HarbourVest Skew Base AIF L.P., and HarbourVest Partners, L.P.

(cc) “Investment Advisers Act” means the Investment Advisers Act of 1940, as amended.

(dd) “Investment Company Act” means the Investment Company Act of 1940, as amended.

(ee) “Litigation Sub-Trust” means the sub-trust created pursuant to the Litigation Sub-Trust Agreement, which shall hold the Claimant Trust Assets that are Estate Claims and investigate, litigate, and/or settle the Estate Claims for the benefit of the Claimant Trust.

(ff) “Litigation Sub-Trust Agreement” means the litigation sub-trust agreement to be entered into by and between the Claimant Trustee and Litigation Trustee establishing and setting forth the terms and conditions of the Litigation Sub-Trust and governing the rights and responsibilities of the Litigation Trustee.

(gg) “Litigation Trustee” means Marc S. Kirschner, and any successor Litigation Trustee that may be appointed pursuant to the terms of the Litigation Sub-Trust Agreement, who shall be responsible for investigating, litigating, and settling the Estate Claims for the benefit of the Claimant Trust in accordance with the terms and conditions set forth in the Litigation Sub-Trust Agreement.

(hh) “Managed Funds” means Highland Multi-Strategy Credit Fund, L.P., Highland Restoration Capital Partners, L.P., and any other investment vehicle managed by the Debtor pursuant to an Executory Contract assumed pursuant to the Plan; *provided, however*, that the Highland Select Equity Fund, L.P. (and its direct and indirect subsidiaries) will not be considered a Managed Fund for purposes hereof.

(ii) “Material Claims” means the Claims asserted by UBS, Patrick Hagaman Daugherty, Integrated Financial Associates, Inc., and the Employees.

(jj) “Member” means a Person that is member of the Oversight Board.

(kk) “New GP LLC” means the general partner of the Reorganized Debtor.

(ll) “Oversight Board” means the board comprised of five (5) Members established pursuant to the Plan and Article III of this Agreement to oversee the Claimant Trustee’s performance of his duties and otherwise serve the functions set forth in this Agreement and those of the “Claimant Trust Oversight Committee” described in the Plan. Subject to the terms of this Agreement, the initial Members of the Oversight Board shall be: (i) Eric Felton, as representative of the Redeemer Committee; (ii) Josh Terry, as representative of Acis; (iii) Elizabeth Kozlowski, as representative of UBS; (iv) Paul McVoy, as representative of Meta-e Discovery; and (v) David Pauker.

(mm) “Plan” has the meaning set forth in the Recitals hereof.

(nn) “Privileges” means the Debtor’s rights, title and interests in and to any privilege or immunity attaching to any documents or communications (whether written or oral) associated with any of the Estate Claims or Employee Claims, including, without limitation, to,

attorney-client privilege and work-product privilege as defined in Rule 502(g) of the Federal Rules of Evidence; provided, however, that “Privileges” shall not include the work-product privilege of any non-Employee attorney or attorneys that has not been previously shared with the Debtor or any of its employees and the work-product privilege shall remain with the non-Employee attorney or attorneys who created such work product so long as it has not been previously shared with the Debtor or any of its employees, or otherwise waived.

(oo) “PSZJ” means Pachulski Stang Ziehl & Jones LLP.

(pp) “Redeemer Committee” means the Redeemer Committee of the Highland Crusader Fund.

(qq) “Registrar” has the meaning given to it in Section 5.3(a) hereof.

(rr) “Reorganized Debtor Assets” means any limited and general partnership interests held by the Debtor, the management of the Managed Funds and those Causes of Action (including, without limitation, claims for breach of fiduciary duty), that, for any reason, are not capable of being transferred to the Claimant Trust. For the avoidance of doubt, “Reorganized Debtor Assets” includes any partnership interests or shares of Managed Funds held by the Debtor but does not include the underlying portfolio assets held by the Managed Funds.

(ss) “Securities Act” means the Securities Act of 1933, as amended.

(tt) “Subordinated Beneficiaries” means the Claimant Trust Beneficiaries who hold Subordinated Claim Trust Interests.

(uu) “Subordinated Claim Trust Interests” means the subordinated interests in the Claimant Trust to be distributed to Holders of Allowed Class 9 Subordinated Claims in accordance with the Plan.

(vv) “TIA” means the Trust Indenture Act of 1939, as amended.

(ww) “Trust Interests” means collectively the General Unsecured Claim Trust Interests, Subordinated Claim Trust Interests, and Equity Trust Interests.

(xx) “Trust Register” has the meaning given to it in Section 5.4(b) hereof.

(yy) “Trustees” means collectively the Claimant Trustee and Delaware Trustee, however, it is expressly understood and agreed that the Delaware Trustee shall have none of the duties or liabilities of the Claimant Trustee.

(zz) “UBS” means collectively UBS Securities LLC and UBS AG London Branch.

(aaa) “WilmerHale” Wilmer Cutler Pickering Hale & Dorr LLP.

1.2 General Construction. As used in this Agreement, the masculine, feminine and neuter genders, and the plural and singular numbers shall be deemed to include the others in all

cases where they would apply. “Includes” and “including” are not limiting and “or” is not exclusive. References to “Articles,” “Sections” and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code, the Bankruptcy Rules, or other law, statute or regulation, refer to the corresponding Articles, Sections and other subdivisions of this Agreement, and the words “herein,” “hereafter” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or subdivision of this Agreement. Amounts expressed in dollars or following the symbol “\$” shall be deemed to be in United States dollars. References to agreements or instruments shall be deemed to refer to such agreements or instruments as the same may be amended, supplemented, or otherwise modified in accordance with the terms thereof.

1.3 Incorporation of the Plan. The Plan is hereby incorporated into this Agreement and made a part hereof by this reference.

ARTICLE II. **ESTABLISHMENT OF THE CLAIMANT TRUST**

2.1 Creation of Name of Trust.

(a) The Claimant Trust is hereby created as a statutory trust under the Delaware Statutory Trust Act and shall be called the “Highland Claimant Trust.” The Claimant Trustee shall be empowered to conduct all business and hold all property constituting the Claimant Trust Assets in such name in accordance with the terms and conditions set forth herein.

(b) The Trustees shall cause to be executed and filed in the office of the Secretary of State of the State of Delaware the Certificate of Trust and agree to execute, acting solely in their capacity as Trustees, such certificates as may from time to time be required under the Delaware Statutory Trust Act or any other Delaware law.

2.2 Objectives.

(a) The Claimant Trust is established for the purpose of satisfying Allowed General Unsecured Claims and Allowed Subordinated Claims (and only to the extent provided herein, Allowed Class A Limited Partnership Interests and Class B/C Limited Partnership Interests) under the Plan, by monetizing the Claimant Trust Assets transferred to it and making distributions to the Claimant Trust Beneficiaries. The Claimant Trust shall not continue or engage in any trade or business except to the extent reasonably necessary to monetize and distribute the Claimant Trust Assets consistent with this Agreement and the Plan and act as sole member and manager of New GP LLC. The Claimant Trust shall provide a mechanism for (i) the monetization of the Claimant Trust Assets and (ii) the distribution of the proceeds thereof, net of all claims, expenses, charges, liabilities, and obligations of the Claimant Trust, to the Claimant Trust Beneficiaries in accordance with the Plan. In furtherance of this distribution objective, the Claimant Trust will, from time to time, prosecute and resolve objections to certain Claims and Interests as provided herein and in the Plan.

(b) It is intended that the Claimant Trust be classified for federal income tax purposes as a “liquidating trust” within the meaning of section 301.7701-4(d) of the Treasury Regulations. In furtherance of this objective, the Claimant Trustee shall, in his business judgment,

make continuing best efforts to (i) dispose of or monetize the Claimant Trust Assets and resolve Claims, (ii) make timely distributions, and (iii) not unduly prolong the duration of the Claimant Trust, in each case in accordance with this Agreement.

2.3 Nature and Purposes of the Claimant Trust.

(a) The Claimant Trust is organized and established as a trust for the purpose of monetizing the Claimant Trust Assets and making distributions to Claimant Trust Beneficiaries in a manner consistent with “liquidating trust” status under Treasury Regulation Section 301.7701-4(d). The Claimant Trust shall retain all rights to commence and pursue all Causes of Action of the Debtor other than (i) Estate Claims, which shall be assigned to and commenced and pursued by the Litigation Trustee pursuant to the terms of the Litigation Sub-Trust Agreement, and (ii) Causes of Action constituting Reorganized Debtor Assets, if any, which shall be commenced and pursued by the Reorganized Debtor at the direction of the Claimant Trust as sole member of New GP LLC pursuant to the terms of the Reorganized Limited Partnership Agreement. The Claimant Trust and Claimant Trustee shall have and retain, and, as applicable, assign and transfer to the Litigation Sub-Trust and Litigation Trustee, any and all rights, defenses, cross-claims and counter-claims held by the Debtor with respect to any Claim as of the Petition Date. On and after the date hereof, in accordance with and subject to the Plan, the Claimant Trustee shall have the authority to (i) compromise, settle or otherwise resolve, or withdraw any objections to Claims against the Debtor, provided, however, the Claimant Trustee shall only have the authority to compromise or settle any Employee Claim with the unanimous consent of the Oversight Board and in the absence of unanimous consent, any such Employee Claim shall be transferred to the Litigation Sub-Trust and be litigated, comprised, settled, or otherwise resolved exclusively by the Litigation Trustee and (ii) compromise, settle, or otherwise resolve any Disputed Claims without approval of the Bankruptcy Court, which authority may be shared with or transferred to the Litigation Trustee in accordance with the terms of the Litigation Sub-Trust Agreement. For the avoidance of doubt, the Claimant Trust, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable state trust law, is appointed as the successor-in-interest to, and representative of, the Debtor and its Estate for the retention, enforcement, settlement, and adjustment of all Claims other than Estate Claims, the Employee Claims, and those Claims constituting Reorganized Debtor Assets.

(b) The Claimant Trust shall be administered by the Claimant Trustee, in accordance with this Agreement, for the following purposes:

(i) to manage and monetize the Claimant Trust Assets in an expeditious but orderly manner with a view towards maximizing value within a reasonable time period;

(ii) to litigate and settle Claims in Class 8 and Class 9 (other than the Employee Claims, which shall be litigated and/or settled by the Litigation Trustee if the Oversight Board does not unanimously approve of any proposed settlement of such Employee Claim by the Claimant Trustee) and any of the Causes of Action included in the Claimant Trust Assets (including any cross-claims and counter-claims); provided, however, that Estate Claims transferred to the Litigation Sub-Trust shall be litigated and settled by the Litigation Trustee pursuant to the terms of the Litigation Sub-Trust Agreement;

(iii) to distribute net proceeds of the Claimant Trust Assets to the Claimant Trust Beneficiaries;

(iv) to distribute funds from the Disputed Claims Reserve to Holders of Trust Interests or to the Reorganized Debtor for distribution to Holders of Disputed Claims in each case in accordance with the Plan from time to time as any such Holder's Disputed Claim becomes an Allowed Claim under the Plan;

(v) to distribute funds to the Litigation Sub-Trust at the direction the Oversight Board;

(vi) to serve as the limited partner of, and to hold the limited partnership interests in, the Reorganized Debtor;

(vii) to serve as the sole member and manager of New GP LLC, the Reorganized Debtor's general partner;

(viii) to oversee the management and monetization of the Reorganized Debtor Assets pursuant to the terms of the Reorganized Limited Partnership Agreement, in its capacity as the sole member and manager of New GP LLC pursuant to the terms of the New GP LLC Documents, all with a view toward maximizing value in a reasonable time in a manner consistent with the Reorganized Debtor's fiduciary duties as investment adviser to the Managed Funds; and

(ix) to perform any other functions and take any other actions provided for or permitted by this Agreement and the Plan, and in any other agreement executed by the Claimant Trustee.

2.4 Transfer of Assets and Rights to the Claimant Trust; Litigation Sub-Trust.

(a) On the Effective Date, pursuant to the Plan, the Debtor shall irrevocably transfer, assign, and deliver, and shall be deemed to have transferred, assigned, and delivered, all Claimant Trust Assets and related Privileges held by the Debtor to the Claimant Trust free and clear of all Claims, Interests, Liens, and other encumbrances, and liabilities, except as provided in the Plan and this Agreement. To the extent certain assets comprising the Claimant Trust Assets, because of their nature or because such assets will accrue or become transferable subsequent to the Effective Date, and cannot be transferred to, vested in, and assumed by the Claimant Trust on such date, such assets shall be considered Reorganized Debtor Assets, which may be subsequently transferred to the Claimant Trust by the Reorganized Debtor consistent with the terms of the Reorganized Limited Partnership Agreement after such date.

(b) On or as soon as practicable after the Effective Date, the Claimant Trust shall irrevocably transfer, assign, and deliver, and shall be deemed to have transferred, assigned, and delivered, all Estate Claims and related Privileges held by the Claimant Trust to the Litigation Sub-Trust Trust free and clear of all Claims, Interests, Liens, and other encumbrances, and liabilities, except as provided in the Plan, this Agreement, and the Litigation Sub-Trust Agreement. Following the transfer of such Privileges, the Litigation Trustee shall have the power to waive the Privileges being so assigned and transferred.

(c) On or before the Effective Date, and continuing thereafter, the Debtor or Reorganized Debtor, as applicable, shall provide (i) for the Claimant Trustee's and Litigation Trustee's reasonable access to all records and information in the Debtor's and Reorganized Debtor's possession, custody or control, (ii) that all Privileges related to the Claimant Trust Assets shall transfer to and vest exclusively in the Claimant Trust (except for those Privileges that will be transferred and assigned to the Litigation Sub-Trust in respect of the Estate Claims), and (iii) subject to Section 3.12(c), the Debtor and Reorganized Debtor shall preserve all records and documents (including all electronic records or documents), including, but not limited to, the Debtor's file server, email server, email archiving system, master journal, SharePoint, Oracle E-Business Suite, Advent Geneva, Siepe database, Bloomberg chat data, and any backups of the foregoing, until such time as the Claimant Trustee, with the consent of the Oversight Board and, if pertaining to any of the Estate Claims, the Litigation Trustee, directs the Reorganized Debtor, as sole member of its general partner, that such records are no longer required to be preserved. For the purposes of transfer of documents, the Claimant Trust or Litigation Sub-Trust, as applicable, is an assignee and successor to the Debtor in respect of the Claimant Trust Assets and Estate Claims, respectively, and shall be treated as such in any review of confidentiality restrictions in requested documents.

(d) Until the Claimant Trust terminates pursuant to the terms hereof, legal title to the Claimant Trust Assets (other than Estate Claims) and all property contained therein shall be vested at all times in the Claimant Trust as a separate legal entity, except where applicable law in any jurisdiction requires title to any part of the Claimant Trust Assets to be vested in the Claimant Trustee, in which case title shall be deemed to be vested in the Claimant Trustee, solely in his capacity as Claimant Trustee. For purposes of such jurisdictions, the term Claimant Trust, as used herein, shall be read to mean the Claimant Trustee.

2.5 Principal Office. The principal office of the Claimant Trust shall be maintained by the Claimant Trustee at the following address: 100 Crescent Court, Suite 1850, Dallas, Texas 75201.

2.6 Acceptance. The Claimant Trustee accepts the Claimant Trust imposed by this Agreement and agrees to observe and perform that Claimant Trust, on and subject to the terms and conditions set forth herein and in the Plan.

2.7 Further Assurances. The Debtor, Reorganized Debtor, and any successors thereof will, upon reasonable request of the Claimant Trustee, execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or proper to transfer to the Claimant Trustee any portion of the Claimant Trust Assets intended to be conveyed hereby and in the Plan in the form and manner provided for hereby and in the Plan and to vest in the Claimant Trustee the powers, instruments or funds in trust hereunder.

2.8 Incidents of Ownership. The Claimant Trust Beneficiaries shall be the sole beneficiaries of the Claimant Trust and the Claimant Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized herein.

ARTICLE III.
THE TRUSTEES

3.1 Role. In furtherance of and consistent with the purpose of the Claimant Trust, the Plan, and this Agreement, the Claimant Trustee, subject to the terms and conditions contained herein, in the Plan, and in the Confirmation Order, shall serve as Claimant Trustee with respect to the Claimant Trust Assets for the benefit of the Claimant Trust Beneficiaries and maintain, manage, and take action on behalf of the Claimant Trust.

3.2 Authority.

(a) In connection with the administration of the Claimant Trust, in addition to any and all of the powers enumerated elsewhere herein, the Claimant Trustee shall, in an expeditious but orderly manner, monetize the Claimant Trust Assets, make timely distributions and not unduly prolong the duration of the Claimant Trust. The Claimant Trustee shall have the power and authority and is authorized to perform any and all acts necessary and desirable to accomplish the purposes of this Agreement and the provisions of the Plan and the Confirmation Order relating to the Claimant Trust, within the bounds of this Agreement, the Plan, the Confirmation Order, and applicable law. The Claimant Trustee will monetize the Claimant Trust Assets with a view toward maximizing value in a reasonable time.

(b) The Claimant Trustee, subject to the limitations set forth in Section 3.3 of this Agreement shall have the right to prosecute, defend, compromise, adjust, arbitrate, abandon, estimate, or otherwise deal with and settle any and all Claims and Causes of Action that are part of the Claimant Trust Assets, other than the Estate Claims transferred to the Litigation Sub-Trust, as the Claimant Trustee determines is in the best interests of the Claimant Trust; provided, however, that if the Claimant Trustee proposes a settlement of an Employee Claim and does not obtain unanimous consent of the Oversight Board of such settlement, such Employee Claim shall be transferred to the Litigation Sub-Trust for the Litigation Trustee to litigate. To the extent that any action has been taken to prosecute, defend, compromise, adjust, arbitrate, abandon, or otherwise deal with and settle any such Claims and Causes of Action prior to the Effective Date, on the Effective Date the Claimant Trustee shall be substituted for the Debtor in connection therewith in accordance with Rule 25 of the Federal Rules of Civil Procedure, made applicable by Rule 7025 of the Federal Rules of Bankruptcy Procedure, and the caption with respect to such pending action shall be changed to the following “[Claimant Trustee], not individually but solely as Claimant Trustee for the Claimant Trust, et al. v. [Defendant]”.

(c) Subject in all cases to any limitations contained herein, in the Confirmation Order, or in the Plan, the Claimant Trustee shall have the power and authority to:

(i) solely as required by Section 2.4(d), hold legal title to any and all rights of the Claimant Trust and Beneficiaries in or arising from the Claimant Trust Assets, including collecting and receiving any and all money and other property belonging to the Claimant Trust and the right to vote or exercise any other right with respect to any claim or interest relating to the Claimant Trust Assets in any case under the Bankruptcy Code and receive any distribution with respect thereto;

(ii) open accounts for the Claimant Trust and make distributions of Claimant Trust Assets in accordance herewith;

(iii) as set forth in Section 3.11, exercise and perform the rights, powers, and duties held by the Debtor with respect to the Claimant Trust Assets (other than Estate Claims), including the authority under section 1123(b)(3) of the Bankruptcy Code, and shall be deemed to be acting as a representative of the Debtor's Estate with respect to the Claimant Trust Assets, including with respect to the sale, transfer, or other disposition of the Claimant Trust Assets;

(iv) settle or resolve any Claims in Class 8 and Class 9 other than the Material Claims and any Equity Interests;

(v) sell or otherwise monetize any publicly-traded asset for which there is a marketplace and any other assets (other than the Other Assets (as defined below)) valued less than or equal to \$3,000,000 (over a thirty-day period);

(vi) upon the direction of the Oversight Board, fund the Litigation Sub-Trust on the Effective Date and as necessary thereafter;

(vii) exercise and perform the rights, powers, and duties arising from the Claimant Trust's role as sole member of New GP LLC, and the role of New GP LLC, as general partner of the Reorganized Debtor, including the management of the Managed Funds;

(viii) protect and enforce the rights to the Claimant Trust Assets by any method deemed appropriate, including by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

(ix) obtain reasonable insurance coverage with respect to any liabilities and obligations of the Trustees, Litigation Trustee, and the Members of the Oversight Board solely in their capacities as such, in the form of fiduciary liability insurance, a directors and officers policy, an errors and omissions policy, or otherwise. The cost of any such insurance shall be a Claimant Trust Expense and paid by the Claimant Trustee from the Claimant Trust Assets;

(x) without further order of the Bankruptcy Court, but subject to the terms of this Agreement, employ various consultants, third-party service providers, and other professionals, including counsel, tax advisors, consultants, brokers, investment bankers, valuation counselors, and financial advisors, as the Claimant Trustee deems necessary to aid him in fulfilling his obligations under this Agreement; such consultants, third-party service providers, and other professionals shall be retained pursuant to whatever fee arrangement the Claimant Trustee deems appropriate, including contingency fee arrangements and any fees and expenses incurred by such professionals engaged by the Claimant Trustee shall be Claimant Trust Expenses and paid by the Claimant Trustee from the Claimant Trust Assets;

(xi) retain and approve compensation arrangements of an independent public accounting firm to perform such reviews and/or audits of the financial books and records of the Claimant Trust as may be required by this Agreement, the Plan, the Confirmation Order, and applicable laws and as may be reasonably and appropriate in Claimant Trustee's discretion. Subject to the foregoing, the Claimant Trustee may commit the Claimant Trust to, and shall pay,

such independent public accounting firm reasonable compensation for services rendered and reasonable and documented out-of-pocket expenses incurred, and all such compensation and reimbursement shall be paid by the Claimant Trustee from Claimant Trust Assets;

(xii) prepare and file (A) tax returns for the Claimant Trust treating the Claimant Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a), (B) an election pursuant to Treasury Regulation 1.468B-9(c) to treat the Disputed Claims Reserve as a disputed ownership fund, in which case the Claimant Trustee will file federal income tax returns and pay taxes for the Disputed Claim Reserve as a separate taxable entity, or (C) any periodic or current reports that may be required under applicable law;

(xiii) prepare and send annually to the Beneficiaries, in accordance with the tax laws, a separate statement stating a Beneficiary's interest in the Claimant Trust and its share of the Claimant Trust's income, gain, loss, deduction or credit, and to instruct all such Beneficiaries to report such items on their federal tax returns;

(xiv) to the extent applicable, assert, enforce, release, or waive any attorney-client communication, attorney work product or other Privilege or defense on behalf of the Claimant Trust (including as to any Privilege that the Debtor held prior to the Effective Date), including to provide any information to insurance carriers that the Claimant Trustee deems necessary to utilize applicable insurance coverage for any Claim or Claims;

(xv) subject to Section 3.4, invest the proceeds of the Claimant Trust Assets and all income earned by the Claimant Trust, pending any distributions in short-term certificates of deposit, in banks or other savings institutions, or other temporary, liquid investments, such as Treasury bills;

(xvi) request any appropriate tax determination with respect to the Claimant Trust, including a determination pursuant to section 505 of the Bankruptcy Code;

(xvii) take or refrain from taking any and all actions the Claimant Trustee reasonably deems necessary for the continuation, protection, and maximization of the value of the Claimant Trust Assets consistent with purposes hereof;

(xviii) take all steps and execute all instruments and documents necessary to effectuate the purpose of the Claimant Trust and the activities contemplated herein and in the Confirmation Order and the Plan, and take all actions necessary to comply with the Confirmation Order, the Plan, and this Agreement and the obligations thereunder and hereunder;

(xix) exercise such other powers and authority as may be vested in or assumed by the Claimant Trustee by any Final Order;

(xx) evaluate and determine strategy with respect to the Claimant Trust Assets, and hold, pursue, prosecute, adjust, arbitrate, compromise, release, settle or abandon the Claimant Trust Assets on behalf of the Claimant Trust; and

(xxi) with respect to the Claimant Trust Beneficiaries, perform all duties and functions of the Distribution Agent as set forth in the Plan, including distributing Cash from

the Disputed Claims Reserve, solely on account of Disputed Class 1 through Class 7 Claims that were Disputed as of the Effective Date, but become Allowed, to the Reorganization Debtor such that the Reorganized Debtor can satisfy its duties and functions as Distribution Agent with respect to Claims in Class 1 through Class 7 (the foregoing subparagraphs (i)-(xxi) being collectively, the “Authorized Acts”).

(d) The Claimant Trustee and the Oversight Committee will enter into an agreement as soon as practicable after the Effective Date concerning the Claimant Trustee’s authority with respect to certain other assets, including certain portfolio company assets (the “Other Assets”).

(e) The Claimant Trustee has the power and authority to act as trustee of the Claimant Trust and perform the Authorized Acts through the date such Claimant Trustee resigns, is removed, or is otherwise unable to serve for any reason.

3.3 Limitation of Authority.

(a) Notwithstanding anything herein to the contrary, the Claimant Trust and the Claimant Trustee shall not (i) be authorized to engage in any trade or business, (ii) take any actions inconsistent with the management of the Claimant Trust Assets as are required or contemplated by applicable law, the Confirmation Order, the Plan, and this Agreement, (iii) take any action in contravention of the Confirmation Order, the Plan, or this Agreement, or (iv) cause New GP LLC to cause the Reorganized Debtor to take any action in contravention of the Plan, Plan Documents or the Confirmation Order.

(b) Notwithstanding anything herein to the contrary, and in no way limiting the terms of the Plan, the Claimant Trustee must receive the consent by vote of a simple majority of the Oversight Board pursuant to the notice and quorum requirements set forth in Section 4.5 herein, in order to:

- (i) terminate or extend the term of the Claimant Trust;
- (ii) prosecute, litigate, settle or otherwise resolve any of the Material Claims;
- (iii) except otherwise set forth herein, sell or otherwise monetize any assets that are not Other Assets, including Reorganized Debtor Assets (other than with respect to the Managed Funds), that are valued greater than \$3,000,000 (over a thirty-day period);
- (iv) except for cash distributions made in accordance with the terms of this Agreement, make any cash distributions to Claimant Trust Beneficiaries in accordance with Article IV of the Plan;
- (v) except for any distributions made in accordance with the terms of this Agreement, make any distributions from the Disputed Claims Reserve to Holders of Disputed Claims after such time that such Holder’s Claim becomes an Allowed Claim under the Plan;

(vi) reserve or retain any cash or cash equivalents in an amount reasonably necessary to meet claims and contingent liabilities (including Disputed Claims and any indemnification obligations that may arise under Section 8.2 of this Agreement), to maintain the value of the Claimant Trust Assets, or to fund ongoing operations and administration of the Litigation Sub-Trust;

(vii) borrow as may be necessary to fund activities of the Claimant Trust;

(viii) determine whether the conditions under Section 5.1(c) of this Agreement have been satisfied such that a certification should be filed with the Bankruptcy Court;

(ix) invest the Claimant Trust Assets, proceeds thereof, or any income earned by the Claimant Trust (for the avoidance of doubt, this shall not apply to investment decisions made by the Reorganized Debtor or its subsidiaries solely with respect to Managed Funds);

(x) change the compensation of the Claimant Trustee;

(xi) subject to ARTICLE X, make structural changes to the Claimant Trust or take other actions to minimize any tax on the Claimant Trust Assets; and

(xii) retain counsel, experts, advisors, or any other professionals; provided, however, the Claimant Trustee shall not be required to obtain the consent of the Oversight Board for the retention of (i) PSZJ, WilmerHale, or Development Specialists, Inc. and (ii) any other professional whose expected fees and expenses are estimated at less than or equal to \$200,000.

(c) [Reserved.]

3.4 Investment of Cash. The right and power of the Claimant Trustee to invest the Claimant Trust Assets, the proceeds thereof, or any income earned by the Claimant Trust, with majority approval of the Oversight Board, shall be limited to the right and power to invest in such Claimant Trust Assets only in Cash and U.S. Government securities as defined in section 29(a)(16) of the Investment Company Act; provided, however that (a) the scope of any such permissible investments shall be further limited to include only those investments that a “liquidating trust” within the meaning of Treasury Regulation Section 301.7701-4(d), may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the Internal Revenue Service (“IRS”) guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise, (b) the Claimant Trustee may retain any Claimant Trust Assets received that are not Cash only for so long as may be required for the prompt and orderly monetization or other disposition of such assets, and (c) the Claimant Trustee may expend the assets of the Claimant Trust (i) as reasonably necessary to meet contingent liabilities (including indemnification and similar obligations) and maintain the value of the assets of the Claimant Trust during the pendency of this Claimant Trust, (ii) to pay Claimant Trust Expenses (including, but not limited to, any taxes imposed on the Claimant Trust and reasonable attorneys’ fees and expenses in connection with litigation), and (iii) to satisfy other liabilities incurred or assumed by the Claimant Trust (or to which the assets are otherwise subject) in accordance with the Plan or this Agreement).

3.5 Binding Nature of Actions. All actions taken and determinations made by the Claimant Trustee in accordance with the provisions of this Agreement shall be final and binding upon any and all Beneficiaries.

3.6 Term of Service. The Claimant Trustee shall serve as the Claimant Trustee for the duration of the Claimant Trust, subject to death, resignation or removal.

3.7 Resignation. The Claimant Trustee may resign as Claimant Trustee of the Claimant Trust by an instrument in writing delivered to the Bankruptcy Court and Oversight Board at least thirty (30) days before the proposed effective date of resignation. The Claimant Trustee shall continue to serve as Claimant Trustee after delivery of the Claimant Trustee's resignation until the proposed effective date of such resignation, unless the Claimant Trustee and a simple majority of the Oversight Board consent to an earlier effective date, which earlier effective date shall be no earlier than the date of appointment of a successor Claimant Trustee in accordance with Section 3.9 hereof becomes effective.

3.8 Removal.

(a) The Claimant Trustee may be removed by a simple majority vote of the Oversight Board for Cause immediately upon notice thereof, or without Cause upon 60 days' prior written notice. Upon the removal of the Claimant Trustee pursuant hereto, the Claimant Trustee will resign, or be deemed to have resigned, from any role or position he or she may have at New GP LLC or the Reorganized Debtor effective upon the expiration of the foregoing 60 day period unless the Claimant Trustee and a simple majority of the Oversight Board agree otherwise.

(b) To the extent there is any dispute regarding the removal of a Claimant Trustee (including any dispute relating to any compensation or expense reimbursement due under this Agreement) the Bankruptcy Court shall retain jurisdiction to consider and adjudicate such dispute. Notwithstanding the foregoing, the Claimant Trustee will continue to serve as the Claimant Trustee after his removal until the earlier of (i) the time when a successor Claimant Trustee will become effective in accordance with Section 3.9 of this Agreement or (ii) such date as the Bankruptcy Court otherwise orders.

3.9 Appointment of Successor.

(a) Appointment of Successor. In the event of a vacancy by reason of the death or Disability (in the case of a Claimant Trustee that is a natural person), dissolution (in the case of a Claimant Trustee that is not a natural person), or removal of the Claimant Trustee, or prospective vacancy by reason of resignation, a successor Claimant Trustee shall be selected by a simple majority vote of the Oversight Board. If Members of the Oversight Board are unable to secure a majority vote, the Bankruptcy Court will determine the successor Claimant Trustee on motion of the Members. If a final decree has been entered closing the Chapter 11 Case, the Claimant Trustee may seek to reopen the Chapter 11 Case for the limited purpose of determining the successor Claimant Trustee, and the costs for such motion and costs related to re-opening the Chapter 11 Case shall be paid by the Claimant Trust. The successor Claimant Trustee shall be appointed as soon as practicable, but in any event no later than sixty (60) days after the occurrence of the

vacancy or, in the case of resignation, on the effective date of the resignation of the then acting Claimant Trustee.

(b) Vesting or Rights in Successor Claimant Trustee. Every successor Claimant Trustee appointed hereunder shall execute, acknowledge, and deliver to the Claimant Trust, the exiting Claimant Trustee, the Oversight Board, and file with the Bankruptcy Court, an instrument accepting such appointment subject to the terms and provisions hereof. The successor Claimant Trustee, without any further act, deed, or conveyance shall become vested with all the rights, powers, trusts and duties of the exiting Claimant Trustee, except that the successor Claimant Trustee shall not be liable for the acts or omissions of the retiring Claimant Trustee. In no event shall the retiring Claimant Trustee be liable for the acts or omissions of the successor Claimant Trustee.

(c) Interim Claimant Trustee. During any period in which there is a vacancy in the position of Claimant Trustee, the Oversight Board shall appoint one of its Members to serve as the interim Claimant Trustee (the “Interim Trustee”) until a successor Claimant Trustee is appointed pursuant to Section 3.9(a). The Interim Trustee shall be subject to all the terms and conditions applicable to a Claimant Trustee hereunder. Such Interim Trustee shall not be limited in any manner from exercising any rights or powers as a Member of the Oversight Board merely by such Person’s appointment as Interim Trustee.

3.10 Continuance of Claimant Trust. The death, resignation, or removal of the Claimant Trustee shall not operate to terminate the Claimant Trust created by this Agreement or to revoke any existing agency (other than any agency of the Claimant Trustee as the Claimant Trustee) created pursuant to the terms of this Agreement or invalidate any action taken by the Claimant Trustee. In the event of the resignation or removal of the Claimant Trustee, the Claimant Trustee shall promptly (i) execute and deliver, by the effective date of resignation or removal, such documents, instruments, records, and other writings as may be reasonably requested by his successor to effect termination of the exiting Claimant Trustee’s capacity under this Agreement and the conveyance of the Claimant Trust Assets then held by the exiting Claimant Trustee to the successor Claimant Trustee; (ii) deliver to the successor Claimant Trustee all non-privileged documents, instruments, records, and other writings relating to the Claimant Trust as may be in the possession or under the control of the exiting Claimant Trustee, provided, the exiting Claimant Trustee shall have the right to make and retain copies of such documents, instruments, records and other writings delivered to the successor Claimant Trustee and the cost of making such copies shall be a Claimant Trust Expense to be paid by the Claimant Trust; and (iii) otherwise assist and cooperate in effecting the assumption of the exiting Claimant Trustee’s obligations and functions by his successor, provided the fees and expenses of such assistance and cooperation shall be paid to the exiting Claimant Trustee by the Claimant Trust. The exiting Claimant Trustee shall irrevocably appoint the successor Claimant Trustee as his attorney-in-fact and agent with full power of substitution for it and its name, place and stead to do any and all acts that such exiting Claimant Trustee is obligated to perform under this Section 3.10.

3.11 Claimant Trustee as “Estate Representative”. The Claimant Trustee will be the exclusive trustee of the Claimant Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code (the “Estate Representative”) with respect to the Claimant

Trust Assets, with all rights and powers attendant thereto, in addition to all rights and powers granted in the Plan and in this Agreement; provided that all rights and powers as representative of the Estate pursuant to section 1123(b)(3)(B) shall be transferred to the Litigation Trustee in respect of the Estate Claims and the Employee Claims. The Claimant Trustee will be the successor-in-interest to the Debtor with respect to any action pertaining to the Claimant Trust Assets, which was or could have been commenced by the Debtor prior to the Effective Date, except as otherwise provided in the Plan or Confirmation Order. All actions, claims, rights or interest constituting Claimant Trust Assets are preserved and retained and may be enforced, or assignable to the Litigation Sub-Trust, by the Claimant Trustee as an Estate Representative.

3.12 Books and Records.

(a) The Claimant Trustee shall maintain in respect of the Claimant Trust and the Claimant Trust Beneficiaries books and records reflecting Claimant Trust Assets in its possession and the income of the Claimant Trust and payment of expenses, liabilities, and claims against or assumed by the Claimant Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the Claimant Trust and the requirements of Article VII herein. Except as otherwise provided herein, nothing in this Agreement requires the Claimant Trustee to file any accounting or seek approval of any court with respect to the administration of the Claimant Trust, or as a condition for managing any payment or distribution out of the Claimant Trust Assets.

(b) The Claimant Trustee shall provide quarterly reporting to the Oversight Board and Claimant Trust Beneficiaries of (i) the status of the Claimant Trust Assets, (ii) the balance of Cash held by the Claimant Trust (including in each of the Claimant Trust Expense Reserve and Disputed Claim Reserve), (iii) the determination and any re-determination, as applicable, of the total amount allocated to the Disputed Claim Reserve, (iv) the status of Disputed Claims and any resolutions thereof, (v) the status of any litigation, including the pursuit of the Causes of Action, (vi) the Reorganized Debtor's performance, and (vii) operating expenses; provided, however, that the Claimant Trustee may, with respect to any Member of the Oversight Board or Claimant Trust Beneficiary, redact any portion of such reports that relate to such Entity's Claim or Equity Interest, as applicable and any reporting provided to Claimant Trust Beneficiaries may be subject to such Claimant Trust Beneficiary's agreement to maintain confidentiality with respect to any non-public information.

(c) The Claimant Trustee may dispose some or all of the books and records maintained by the Claimant Trustee at the later of (i) such time as the Claimant Trustee determines, with the unanimous consent of the Oversight Board, that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Claimant Trust, or (ii) upon the termination and winding up of the Claimant Trust under Article IX of this Agreement; provided, however, the Claimant Trustee shall not dispose of any books and records related to the Estate Claims or Employee Claims without the consent of the Litigation Trustee. Notwithstanding the foregoing, the Claimant Trustee shall cause the Reorganized Debtor and its subsidiaries to retain such books and records, and for such periods, as are required to be retained pursuant to Section 204-2 of the Investment Advisers Act or any other applicable laws, rules, or regulations.

3.13 Compensation and Reimbursement; Engagement of Professionals.

(a) Compensation and Expenses.

(i) Compensation. As compensation for any services rendered by the Claimant Trustee in connection with this Agreement, the Claimant Trustee shall receive compensation of \$150,000 per month (the “Base Salary”). Within the first forty-five days following the Confirmation Date, the Claimant Trustee, on the one hand, and the Committee, if prior to the Effective Date, or the Oversight Board, if on or after the Effective Date, on the other, will negotiate go-forward compensation for the Claimant Trustee which will include (a) the Base Salary, (b) a success fee, and (c) severance.

(ii) Expense Reimbursements. All reasonable out-of-pocket expenses of the Claimant Trustee in the performance of his or her duties hereunder, shall be reimbursed as Claimant Trust Expenses paid by the Claimant Trust.

(b) Professionals.

(i) Engagement of Professionals. The Claimant Trustee shall engage professionals from time to time in conjunction with the services provided hereunder. The Claimant Trustee’s engagement of such professionals shall be approved by a majority of the Oversight Board as set forth in Section 3.3(b) hereof.

(ii) Fees and Expenses of Professionals. The Claimant Trustee shall pay the reasonable fees and expenses of any retained professionals as Claimant Trust Expenses.

3.14 Reliance by Claimant Trustee. Except as otherwise provided herein, the Claimant Trustee may rely, and shall be fully protected in acting or refraining from acting, on any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that the Claimant Trustee has no reason to believe to be other than genuine and to have been signed or presented by the proper party or parties or, in the case of facsimiles, to have been sent by the proper party or parties, and the Claimant Trustee may conclusively rely as to the truth of the statements and correctness of the opinions or direction expressed therein. The Claimant Trustee may consult with counsel and other professionals, and any advice of such counsel or other professionals shall constitute full and complete authorization and protection in respect of any action taken or not taken by the Claimant Trustee in accordance therewith. The Claimant Trustee shall have the right at any time to seek instructions from the Bankruptcy Court, or any other court of competent jurisdiction concerning the Claimant Trust Assets, this Agreement, the Plan, or any other document executed in connection therewith, and any such instructions given shall be full and complete authorization in respect of any action taken or not taken by the Claimant Trustee in accordance therewith. The Claimant Trust shall have the right to seek Orders from the Bankruptcy Court as set forth in Article IX of the Plan.

3.15 Commingling of Claimant Trust Assets. The Claimant Trustee shall not commingle any of the Claimant Trust Assets with his or her own property or the property of any other Person.

3.16 Delaware Trustee.

(a) The Delaware Trustee shall have the limited power and authority, and is hereby authorized and empowered, to (i) accept legal process served on the Claimant Trust in the State of Delaware; and (ii) execute any certificates that are required to be executed under the Delaware Statutory Trust Act and file such certificates in the office of the Secretary of State of the State of Delaware, and take such action or refrain from taking such action under this Agreement, in either case as may be directed in a writing delivered to the Delaware Trustee by the Claimant Trustee and upon which the Delaware Trustee shall be entitled to conclusively and exclusively rely; provided, however, that the Delaware Trustee shall not be required to take or to refrain from taking any such action if the Delaware Trustee shall believe, or shall have been advised by counsel, that such performance is likely to involve the Delaware Trustee in personal liability or to result in personal liability to the Delaware Trustee, or is contrary to the terms of this Agreement or of any document contemplated hereby to which the Claimant Trust or the Delaware Trustee is or becomes a party or is otherwise contrary to law. The Parties agree not to instruct the Delaware Trustee to take any action or to refrain from taking any action that is contrary to the terms of this Agreement or of any document contemplated hereby to which the Claimant Trust or the Delaware Trustee is or becomes party or that is otherwise contrary to law. Other than as expressly provided for in this Agreement, the Delaware Trustee shall have no duty or power to take any action for or on behalf of the Claimant Trust. For the avoidance of doubt, the Delaware Trustee will only have such rights and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Claimant Trustee set forth herein. The Delaware Trustee shall be one of the trustees of the Claimant Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the Delaware Statutory Trust Act and for taking such actions as are required to be taken by a Delaware Trustee under the Delaware Statutory Trust Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to those expressly set forth in this Section 3.16 and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Claimant Trust, the other parties hereto or any beneficiary of the Claimant Trust, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Agreement.

(b) The Delaware Trustee shall serve until such time as the Claimant Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Claimant Trustee in accordance with the terms hereof. The Delaware Trustee may resign at any time upon the giving of at least thirty (30) days' advance written notice to the Claimant Trustee; provided, that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Claimant Trustee in accordance with the terms hereof. If the Claimant Trustee does not act within such thirty (30) day period, the Delaware Trustee may apply to the Court of Chancery of the State of Delaware for the appointment of a successor Delaware Trustee.

(c) Upon the resignation or removal of the Delaware Trustee, the Claimant Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the

outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Delaware Statutory Trust Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Claimant Trustee and any undisputed fees, expenses and indemnity due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of its duties and obligations under this Agreement.

(d) The Delaware Trustee shall be paid such compensation as agreed to pursuant to a separate fee agreement. The Claimant Trust shall promptly advance and reimburse the Delaware Trustee for all reasonable out-of-pocket costs and expenses (including reasonable legal fees and expenses) incurred by the Delaware Trustee in connection with the performance of its duties hereunder.

(e) WTNA shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(f) Any corporation or association into which WTNA may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Delaware Trustee is a party, will be and become the successor Delaware Trustee under this Agreement and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

ARTICLE IV.
THE OVERSIGHT BOARD

4.1 Oversight Board Members. The Oversight Board will be comprised of five (5) Members appointed to serve as the board of managers of the Claimant Trust, at least two (2) of which shall be disinterested Members selected by the Creditors' Committee (such disinterested members, the "Disinterested Members"). The initial Members of the Oversight Board will be representatives of Acis, the Redeemer Committee, Meta-e Discovery, UBS, and David Pauker. David Pauker and Paul McVoy, the representative of Meta-e Discovery, shall serve as the initial Disinterested Board Members; provided, however, that if the Plan is confirmed with the Convenience Class or any other convenience class supported by the Creditors' Committee, Meta-

E Discovery and its representative will resign on the Effective Date or as soon as practicable thereafter and be replaced in accordance with Section 4.10 hereof..

4.2 Authority and Responsibilities.

(a) The Oversight Board shall, as and when requested by either of the Claimant Trustee and Litigation Trustee, or when the Members otherwise deem it to be appropriate or as is otherwise required under the Plan, the Confirmation Order, or this Agreement, consult with and advise the Claimant Trustee and Litigation Trustee as to the administration and management of the Claimant Trust and the Litigation Sub-Trust, as applicable, in accordance with the Plan, the Confirmation Order, this Agreement, and Litigation Sub-Trust Agreement (as applicable) and shall have the other responsibilities and powers as set forth herein. As set forth in the Plan, the Confirmation Order, and herein, the Oversight Board shall have the authority and responsibility to oversee, review, and govern the activities of the Claimant Trust, including the Litigation Sub-Trust, and the performance of the Claimant Trustee and Litigation Trustee, and shall have the authority to remove the Claimant Trustee in accordance with Section 3.8 hereof or the Litigation Trustee in accordance with the terms of the Litigation Sub-Trust Agreement; provided, however, that the Oversight Board may not direct either Claimant Trustee and Litigation Trustee to act inconsistently with their respective duties under this Agreement (including without limitation as set in Section 4.2(e) below), the Litigation Sub-Trust Agreement, the Plan, the Confirmation Order, or applicable law.

(b) The Oversight Board shall also (i) monitor and oversee the administration of the Claimant Trust and the Claimant Trustee's performance of his or her responsibilities under this Agreement, (ii) as more fully set forth in the Litigation Sub-Trust Agreement, approve funding to the Litigation Sub-Trust, monitor and oversee the administration of the Litigation Sub-Trust and the Litigation Trustee's performance of his responsibilities under the Litigation Sub-Trust Agreement, and (iii) perform such other tasks as are set forth herein, in the Litigation Sub-Trust Agreement, and in the Plan.

(c) The Claimant Trustee shall consult with and provide information to the Oversight Board in accordance with and pursuant to the terms of the Plan, the Confirmation Order, and this Agreement to enable the Oversight Board to meet its obligations hereunder.

(d) Notwithstanding any provision of this Agreement to the contrary, the Claimant Trustee shall not be required to (i) obtain the approval of any action by the Oversight Board to the extent that the Claimant Trustee, in good faith, reasonably determines, based on the advice of legal counsel, that such action is required to be taken by applicable law, the Plan, the Confirmation Order, or this Agreement or (ii) follow the directions of the Oversight Board to take any action the extent that the Claimant Trustee, in good faith, reasonably determines, based on the advice of legal counsel, that such action is prohibited by applicable law the Plan, the Confirmation Order, or this Agreement.

(e) Notwithstanding provision of this Agreement to the contrary, with respect to the activities of the Reorganized Debtor in its capacity as an investment adviser (and subsidiaries of the Reorganized Debtor that serve as general partner or in an equivalent capacity) to any Managed Funds, the Oversight Board shall not make investment decisions or otherwise participate

in the investment decision making process relating to any such Managed Funds, nor shall the Oversight Board or any member thereof serve as a fiduciary to any such Managed Funds. It is agreed and understood that investment decisions made by the Reorganized Debtor (or its subsidiary entities) with respect to Managed Funds shall be made by the Claimant Trustee in his capacity as an officer of the Reorganized Debtor and New GP LLC and/or such persons who serve as investment personnel of the Reorganized Debtor from time to time, and shall be subject to the fiduciary duties applicable to such entities and persons as investment adviser to such Managed Funds.

4.3 Fiduciary Duties. The Oversight Board (and each Member in its capacity as such) shall have fiduciary duties to the Claimant Trust Beneficiaries consistent with the fiduciary duties that the members of the Creditors' Committee have to unsecured creditors and shall exercise its responsibilities accordingly; provided, however, that the Oversight Board shall not owe fiduciary obligations to any Holders of Class A Limited Partnership Interests or Class B/C Limited Partnership Interests until such Holders become Claimant Trust Beneficiaries in accordance with Section 5.1(c) hereof; provided, further, that the Oversight Board shall not owe fiduciary obligations to a Holder of an Equity Trust Interest if such Holder is named as a defendant in any of the Causes of Action, including Estate Claims, in their capacities as such, it being the intent that the Oversight Board's fiduciary duties are to maximize the value of the Claimant Trust Assets, including the Causes of Action. In all circumstances, the Oversight Board shall act in the best interests of the Claimant Trust Beneficiaries and in furtherance of the purpose of the Claimant Trust. Notwithstanding anything to the contrary contained in this Agreement, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing.

4.4 Meetings of the Oversight Board. Meetings of the Oversight Board are to be held as necessary to ensure the operation of the Claimant Trust but in no event less often than quarterly. Special meetings of the Oversight Board may be held whenever and wherever called for by the Claimant Trustee or any Member; provided, however, that notice of any such meeting shall be duly given in writing no less than 48 hours prior to such meeting (such notice requirement being subject to any waiver by the Members in the minutes, if any, or other transcript, if any, of proceedings of the Oversight Board). Unless the Oversight Board decides otherwise (which decision shall rest in the reasonable discretion of the Oversight Board), the Claimant Trustee, and each of the Claimant Trustee's designated advisors may, but are not required to, attend meetings of the Oversight Board.

4.5 Unanimous Written Consent. Any action required or permitted to be taken by the Oversight Board in a meeting may be taken without a meeting if the action is taken by unanimous written consents describing the actions taken, signed by all Members and recorded. If any Member informs the Claimant Trustee (via e-mail or otherwise) that he or she objects to the decision, determination, action, or inaction proposed to be made by unanimous written consent, the Claimant Trustee must use reasonable good faith efforts to schedule a meeting on the issue to be set within 48 hours of the request or as soon thereafter as possible on which all members of the Oversight Board are available in person or by telephone. Such decision, determination, action, or inaction must then be made pursuant to the meeting protocols set forth herein.

4.6 Manner of Acting.

(a) A quorum for the transaction of business at any meeting of the Oversight Board shall consist of at least three Members (including no less than one (1) Disinterested Member); provided that if the transaction of business at a meeting would constitute a direct or indirect conflict of interest for the Redeemer Committee, Acis, and/or UBS, at least two Disinterested Members must be present for there to be a quorum. Except as set otherwise forth herein, the majority vote of the Members present at a duly called meeting at which a quorum is present throughout shall be the act of the Oversight Board except as otherwise required by law or as provided in this Agreement. Any or all of the Members may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone, video conference, or similar communications equipment by means of which all Persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition of the place) for the holding hereof. Any Member participating in a meeting by this means is deemed to be present in person at the meeting. Voting (including on negative notice) may be conducted by electronic mail or individual communications by the applicable Trustee and each Member.

(b) Any Member who is present and entitled to vote at a meeting of the Oversight Board when action is taken is deemed to have assented to the action taken, subject to the requisite vote of the Oversight Board, unless (i) such Member objects at the beginning of the meeting (or promptly upon his/her arrival) to holding or transacting business at the meeting; (ii) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (iii) he/she delivers written notice (including by electronic or facsimile transmission) of his/her dissent or abstention to the Oversight Board before its adjournment. The right of dissent or abstention is not available to any Member of the Oversight Board who votes in favor of the action taken.

(c) Prior to a vote on any matter or issue or the taking of any action with respect to any matter or issue, each Member shall report to the Oversight Board any conflict of interest such Member has or may have with respect to the matter or issue at hand and fully disclose the nature of such conflict or potential conflict (including, without limitation, disclosing any and all financial or other pecuniary interests that such Member may have with respect to or in connection with such matter or issue, other than solely as a holder of Trust Interests). A Member who, with respect to a matter or issue, has or who may have a conflict of interest whereby such Member's interests are adverse to the interests of the Claimant Trust shall be deemed a "Conflicted Member" who shall not be entitled to vote or take part in any action with respect to such matter or issue. In the event of a Conflicted Member, the vote or action with respect to such matter or issue giving rise to such conflict shall be undertaken only by Members who are not Conflicted Members and, notwithstanding anything contained herein to the contrary, the affirmative vote of only a majority of the Members who are not Conflicted Members shall be required to approve of such matter or issue and the same shall be the act of the Oversight Board.

(d) Each of Acis, the Redeemer Committee, and UBS shall be deemed "Conflicted Members" with respect to any matter or issue related to or otherwise affecting any of their respective Claim(s) (a "Committee Member Claim Matter"). A unanimous vote of the Disinterested Members shall be required to approve of or otherwise take action with respect to any

Committee Member Claim Matter and, notwithstanding anything herein to the contrary, the same shall be the act of the Oversight Board.

4.7 Tenure of the Members of the Oversight Board. The authority of the Members of the Oversight Board will be effective as of the Effective Date and will remain and continue in full force and effect until the Claimant Trust is terminated in accordance with Article IX hereof. The Members of the Oversight Board will serve until such Member's successor is duly appointed or until such Member's earlier death or resignation pursuant to Section 4.8 below, or removal pursuant to Section 4.9 below.

4.8 Resignation. A Member of the Oversight Board may resign by giving prior written notice thereof to the Claimant Trustee and other Members. Such resignation shall become effective on the earlier to occur of (i) the day that is 90 days following the delivery of such notice, (ii) the appointment of a successor in accordance with Section 4.10 below, and (iii) such other date as may be agreed to by the Claimant Trustee and the non-resigning Members of the Oversight Board.

4.9 Removal. A majority of the Oversight Board may remove any Member for Cause or Disability. If any Committee Member has its Claim disallowed in its entirety the representative of such entity will immediately be removed as a Member without the requirement for a vote and a successor will be appointed in the manner set forth herein. Notwithstanding the foregoing, upon the termination of the Claimant Trust, any or all of the Members shall be deemed to have resigned.

4.10 Appointment of a Successor Member.

(a) In the event of a vacancy on the Oversight Board (whether by removal, death, or resignation), a new Member may be appointed to fill such position by the remaining Members acting unanimously; provided, however, that any vacancy resulting from the removal, resignation, or death of a Disinterested Member may only be filled by a disinterested Person unaffiliated with any Claimant or constituency in the Chapter 11 Case; provided, further, that if an individual serving as the representative of a Committee Member resigns from its role as representative, such resignation shall not be deemed resignation of the Committee Member itself and such Committee Member shall have the exclusive right to designate its replacement representative for the Oversight Board. The appointment of a successor Member will be further evidenced by the Claimant Trustee's filing with the Bankruptcy Court (to the extent a final decree has not been entered) and posting on the Claimant Trustee's website a notice of appointment, at the direction of the Oversight Board, which notice will include the name, address, and telephone number of the successor Member.

(b) Immediately upon the appointment of any successor Member, the successor Member shall assume all rights, powers, duties, authority, and privileges of a Member hereunder and such rights and privileges will be vested in and undertaken by the successor Member without any further act. A successor Member will not be liable personally for any act or omission of a predecessor Member.

(c) Every successor Member appointed hereunder shall execute, acknowledge, and deliver to the Claimant Trustee and other Members an instrument accepting the appointment

under this Agreement and agreeing to be bound thereto, and thereupon the successor Member without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts, and duties of a Member hereunder.

4.11 Compensation and Reimbursement of Expenses. Unless determined by the Oversight Board, no Member shall be entitled to compensation in connection with his or her service to the Oversight Board; provided, however, that a Disinterested Member shall be compensated in a manner and amount initially set by the other Members and as thereafter amended from time to time by agreement between the Oversight Board and the Disinterested Member. Notwithstanding the foregoing, the Claimant Trustee will reimburse the Members for all reasonable and documented out-of-pocket expenses incurred by the Members in connection with the performance of their duties hereunder (which shall not include fees, costs, and expenses of legal counsel).

4.12 Confidentiality. Each Member shall, during the period that such Member serves as a Member under this Agreement and following the termination of this Agreement or following such Member's removal or resignation, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any Person to which any of the Claimant Trust Assets relates or of which such Member has become aware in the Member's capacity as a Member ("Confidential Trust Information"), except as otherwise required by law. For the avoidance of doubt, a Member's Affiliates, employer, and employer's Affiliates (and collectively with such Persons' directors, officers, partners, principals and employees, "Member Affiliates") shall not be deemed to have received Confidential Trust Information solely due to the fact that a Member has received Confidential Trust Information in his or her capacity as a Member of the Oversight Board and to the extent that (a) a Member does not disclose any Confidential Trust Information to a Member Affiliate, (b) the business activities of such Member Affiliates are conducted without reference to, and without use of, Confidential Trust Information, and (c) no Member Affiliate is otherwise directed to take, or takes on behalf of a Member or Member Affiliate, any actions that are contrary to the terms of this Section 4.12.

ARTICLE V. TRUST INTERESTS

5.1 Claimant Trust Interests.

(a) General Unsecured Claim Trust Interests. On the date hereof, or on the date such Claim becomes Allowed under the Plan, the Claimant Trust shall issue General Unsecured Claim Trust Interests to Holders of Allowed Class 8 General Unsecured Claims (the "GUC Beneficiaries"). The Claimant Trustee shall allocate to each Holder of an Allowed Class 8 General Unsecured Claim a General Unsecured Claim Trust Interest equal to the ratio that the amount of each Holder's Allowed Class 8 Claim bears to the total amount of the Allowed Class 8 Claims. The General Unsecured Claim Trust Interests shall be entitled to distributions from the Claimant Trust Assets in accordance with the terms of the Plan and this Agreement.

(b) Subordinated Claim Trust Interests. On the date hereof, or on the date such Claim becomes Allowed under the Plan, the Claimant Trust shall issue Subordinated Claim Trust Interests to Holders of Class 9 Subordinated Claims (the "Subordinated Beneficiaries"). The

Claimant Trustee shall allocate to each Holder of an Allowed Class 9 Subordinated Claim a Subordinated Claim Trust Interest equal to the ratio that the amount of each Holder's Allowed Class 9 Claim bears to the total of amount of the Allowed Class 9. The Subordinated Trust Interests shall be subordinated in right and priority to the General Unsecured Claim Trust Interests. The Subordinated Beneficiaries shall only be entitled to distributions from the Claimant Trust Assets after each GUC Beneficiary has been repaid in full with applicable interest on account of such GUC Beneficiary's Allowed General Unsecured Claim, and all Disputed General Unsecured Claims have been resolved, in accordance with the terms of the Plan and this Agreement.

(c) Contingent Trust Interests. On the date hereof, or on the date such Interest becomes Allowed under the Plan, the Claimant Trust shall issue Contingent Interests to Holders of Allowed Class 10 Class B/C Limited Partnership Interests and Holders of Allowed Class 11 Class A Limited Partnership Interests (collectively, the "Equity Holders"). The Claimant Trustee shall allocate to each Holder of Allowed Class 10 Class B/C Limited Partnership Interests and each Holder of Allowed Class 11 Class A Limited Partnership Interests a Contingent Trust Interest equal to the ratio that the amount of each Holder's Allowed Class 10 or Class 11 Interest bears to the total amount of the Allowed Class 10 or Class 11 Interests, as applicable, under the Plan. Contingent Trust Interests shall not vest, and the Equity Holders shall not have any rights under this Agreement, unless and until the Claimant Trustee files with the Bankruptcy Court a certification that all GUC Beneficiaries have been paid indefeasibly in full, including, to the extent applicable, all accrued and unpaid post-petition interest consistent with the Plan and all Disputed Claims have been resolved (the "GUC Payment Certification"). Equity Holders will only be deemed "Beneficiaries" under this Agreement upon the filing of a GUC Payment Certification with the Bankruptcy Court, at which time the Contingent Trust Interests will vest and be deemed "Equity Trust Interests." The Equity Trust Interests shall be subordinated in right and priority to Subordinated Trust Interests, and distributions on account thereof shall only be made if and when Subordinated Beneficiaries have been repaid in full on account of such Subordinated Beneficiary's Allowed Subordinated Claim, in accordance with the terms of the Plan, the Confirmation Order, and this Agreement. The Equity Trust Interests distributed to Allowed Holders of Class A Limited Partnership Interests shall be subordinated to the Equity Trust Interests distributed to Allowed Holders of Class B/C Limited Partnership Interests.

5.2 Interests Beneficial Only. The ownership of the beneficial interests in the Claimant Trust shall not entitle the Claimant Trust Beneficiaries to any title in or to the Claimant Trust Assets (which title shall be vested in the Claimant Trust) or to any right to call for a partition or division of the Claimant Trust Assets or to require an accounting. No Claimant Trust Beneficiary shall have any governance right or other right to direct Claimant Trust activities.

5.3 Transferability of Trust Interests. No transfer, assignment, pledge, hypothecation, or other disposition of a Trust Interest may be effected until (i) such action is unanimously approved by the Oversight Board, (ii) the Claimant Trustee and Oversight Board have received such legal advice or other information that they, in their sole and absolute discretion, deem necessary to assure that any such disposition shall not cause the Claimant Trust to be subject to entity-level taxation for U.S. federal income tax purposes, and (iii) either (x) the Claimant Trustee and Oversight Board, acting unanimously, have received such legal advice or other information that they, in their sole and absolute discretion, deem necessary or appropriate to assure that any such disposition shall not (a) require the Claimant Trust to comply with the registration and/or

reporting requirements of the Securities Act, the Exchange Act, the TIA, or the Investment Company Act or (b) cause any adverse effect under the Investment Advisers Act, or (y) the Oversight Board, acting unanimously, has determined, in its sole and absolute discretion, to cause the Claimant Trust to become a public reporting company and/or make periodic reports under the Exchange Act (provided that it is not required to register under the Investment Company Act or register its securities under the Securities Act) to enable such disposition to be made. In the event that any such disposition is allowed, the Oversight Board and the Claimant Trustee may add such restrictions upon such disposition and other terms of this Agreement as are deemed necessary or appropriate by the Claimant Trustee, with the advice of counsel, to permit or facilitate such disposition under applicable securities and other laws.

5.4 Registry of Trust Interests.

(a) Registrar. The Claimant Trustee shall appoint a registrar, which may be the Claimant Trustee (the “Registrar”), for the purpose of recording ownership of the Trust Interests as provided herein. The Registrar, if other than the Claimant Trustee, shall be an institution or person acceptable to the Oversight Board. For its services hereunder, the Registrar, unless it is the Claimant Trustee, shall be entitled to receive reasonable compensation from the Claimant Trust as a Claimant Trust Expense.

(b) Trust Register. The Claimant Trustee shall cause to be kept at the office of the Registrar, or at such other place or places as shall be designated by the Registrar from time to time, a registry of the Claimant Trust Beneficiaries and the Equity Holders (the “Trust Register”), which shall be maintained pursuant to such reasonable regulations as the Claimant Trustee and the Registrar may prescribe.

(c) Access to Register by Beneficiaries. The Claimant Trust Beneficiaries and their duly authorized representatives shall have the right, upon reasonable prior written notice to the Claimant Trustee, and in accordance with reasonable regulations prescribed by the Claimant Trustee, to inspect and, at the expense of the Claimant Trust Beneficiary make copies of the Trust Register, in each case for a purpose reasonable and related to such Claimant Trust Beneficiary’s Trust Interest.

5.5 Exemption from Registration. The Parties hereto intend that the rights of the Claimant Trust Beneficiaries arising under this Claimant Trust shall not be “securities” under applicable laws, but none of the Parties represent or warrant that such rights shall not be securities or shall not be entitled to exemption from registration under the applicable securities laws. The Oversight Board, acting unanimously, and Claimant Trustee may amend this Agreement in accordance with Article IX hereof to make such changes as are deemed necessary or appropriate with the advice of counsel, to ensure that the Claimant Trust is not subject to registration and/or reporting requirements of the Securities Act, the Exchange Act, the TIA, or the Investment Company Act. The Trust Interests shall not have consent or voting rights or otherwise confer on the Claimant Trust Beneficiaries any rights similar to the rights of a shareholder of a corporation in respect of any actions taken or to be taken, or decisions made or to be made, by the Oversight Board and/or the Claimant Trustee under this Agreement.

5.6 Absolute Owners. The Claimant Trustee may deem and treat the Claimant Trust Beneficiary of record as determined pursuant to this Article 5 as the absolute owner of such Trust Interests for the purpose of receiving distributions and payment thereon or on account thereof and for all other purposes whatsoever.

5.7 Effect of Death, Incapacity, or Bankruptcy. The death, incapacity, or bankruptcy of any Claimant Trust Beneficiary during the term of the Claimant Trust shall not (i) entitle the representatives or creditors of the deceased Beneficiary to any additional rights under this Agreement, or (ii) otherwise affect the rights and obligations of any of other Claimant Trust Beneficiary under this Agreement.

5.8 Change of Address. Any Claimant Trust Beneficiary may, after the Effective Date, select an alternative distribution address by providing notice to the Claimant Trustee identifying such alternative distribution address. Such notification shall be effective only upon receipt by the Claimant Trustee. Absent actual receipt of such notice by the Claimant Trustee, the Claimant Trustee shall not recognize any such change of distribution address.

5.9 Standing. No Claimant Trust Beneficiary shall have standing to direct the Claimant Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any party upon or with respect to the Claimant Trust Assets. No Claimant Trust Beneficiary shall have any direct interest in or to any of the Claimant Trust Assets.

5.10 Limitations on Rights of Claimant Trust Beneficiaries.

(a) The Claimant Trust Beneficiaries shall have no rights other than those set forth in this Agreement, the Confirmation Order, or the Plan (including any Plan Supplement documents incorporated therein).

(b) In any action taken by a Claimant Trust Beneficiary against the Claimant Trust, a current or former Trustee, or a current or former Member, in their capacity as such, the prevailing party will be entitled to reimbursement of attorneys' fees and other costs; provided, however, that any fees and costs shall be borne by the Claimant Trust on behalf of any such Trustee or Member, as set forth herein.

(c) A Claimant Trust Beneficiary who brings any action against the Claimant Trust, a current or former Trustee, or a current or former Member, in their capacity as such, may be required by order of the Bankruptcy Court to post a bond ensuring that the full costs of a legal defense can be reimbursed. A request for such bond can be made by the Claimant Trust or by Claimant Trust Beneficiaries constituting in the aggregate at least 50% of the most senior class of Claimant Trust Interests.

(d) Any action brought by a Claimant Trust Beneficiary must be brought in the United States Bankruptcy Court for the Northern District of Texas. Claimant Trust Beneficiaries are deemed to have waived any right to a trial by jury

(e) The rights of Claimant Trust Beneficiaries to bring any action against the Claimant Trust, a current or former Trustee, or current or former Member, in their capacity as such, shall not survive the final distribution by the Claimant Trust.

ARTICLE VI.
DISTRIBUTIONS

6.1 Distributions.

(a) Notwithstanding anything to the contrary contained herein, the Claimant Trustee shall distribute to holders of Trust Interests at least annually the Cash on hand net of any amounts that (a) are reasonably necessary to maintain the value of the Claimant Trust Assets pending their monetization or other disposition during the term of the Claimant Trust, (b) are necessary to pay or reserve for reasonably incurred or anticipated Claimant Trust Expenses and any other expenses incurred by the Claimant Trust (including, but not limited to, any taxes imposed on or payable by the Claimant Trustee with respect to the Claimant Trust Assets), (c) are necessary to pay or reserve for the anticipated costs and expenses of the Litigation Sub-Trust, (d) are necessary to satisfy or reserve for other liabilities incurred or anticipated by the Claimant Trustee in accordance with the Plan and this Agreement (including, but not limited to, indemnification obligations and similar expenses in such amounts and for such period of time as the Claimant Trustee determines, in good faith, may be necessary and appropriate, which determination shall not be subject to consent of the Oversight Board, may not be modified without the express written consent of the Claimant Trustee, and shall survive termination of the Claimant Trustee), (e) are necessary to maintain the Disputed Claims Reserve, and (f) are necessary to pay Allowed Claims in Class 1 through Class 7. Notwithstanding anything to the contrary contained in this paragraph, the Claimant Trustee shall exercise reasonable efforts to make initial distributions within six months of the Effective Date, and the Oversight Board may not prevent such initial distributions unless upon a unanimous vote of the Oversight Board. The Claimant Trustee may otherwise distribute all Claimant Trust Assets on behalf of the Claimant Trust in accordance with this Agreement and the Plan at such time or times as the Claimant Trustee is directed by the Oversight Board.

(b) At the request of the Reorganized Debtor, subject in all respects to the provisions of this Agreement, the Claimant Trustee shall distribute Cash to the Reorganized Debtor, as Distribution Agent with respect to Claims in Class 1 through 7, sufficient to satisfy Allowed Claims in Class 1 through Class 7.

(c) All proceeds of Claimant Trust Assets shall be distributed in accordance with the Plan and this Agreement.

6.2 Manner of Payment or Distribution. All distributions made by the Claimant Trustee on behalf of the Claimant Trust to the Claimant Trust Beneficiaries shall be payable by the Claimant Trustee directly to the Claimant Trust Beneficiaries of record as of the twentieth (20th) day prior to the date scheduled for the distribution, unless such day is not a Business Day, then such date or the distribution shall be the following Business Day, but such distribution shall be deemed to have been completed as of the required date.

6.3 Delivery of Distributions. All distributions under this Agreement to any Claimant Trust Beneficiary shall be made, as applicable, at the address of such Claimant Trust Beneficiary (a) as set forth on the Schedules filed with the Bankruptcy Court or (b) on the books and records

of the Debtor or their agents, as applicable, unless the Claimant Trustee has been notified in writing of a change of address pursuant to Section 5.6 hereof.

6.4 Disputed Claims Reserves. There will be no distributions under this Agreement or the Plan on account of Disputed Claims pending Allowance. The Claimant Trustee will maintain a Disputed Claims Reserve as set forth in the Plan and will make distributions from the Disputed Claims Reserve as set forth in the Plan.

6.5 Undeliverable Distributions and Unclaimed Property. All undeliverable distributions and unclaimed property shall be treated in the manner set forth in the Plan.

6.6 De Minimis Distributions. Distributions with a value of less than \$100 will be treated in accordance with the Plan.

6.7 United States Claimant Trustee Fees and Reports. **After the Effective Date, the Claimant Trust shall pay as a Claimant Trust Expense, all fees incurred under 28 U.S.C. § 1930(a)(6) by reason of the Claimant Trust's disbursements until the Chapter 11 Case is closed. After the Effective Date, the Claimant Trust shall prepare and serve on the Office of the United States Trustee such quarterly disbursement reports for the Claimant Trust as required by the Office of the United States Trustee Office for as long as the Chapter 11 Case remains open.**

ARTICLE VII. TAX MATTERS

7.1 Tax Treatment and Tax Returns.

(a) It is intended for the initial transfer of the Claimant Trust Assets to the Claimant Trust to be treated as a grantor trust for federal income tax purposes (and foreign, state, and local income tax purposes where applicable) as if the Debtor transferred the Claimant Trust Assets (other than the amounts set aside in the Disputed Claim Reserve, if the Claimant Trustee makes the election described below) to the Claimant Trust Beneficiaries and then, immediately thereafter, the Claimant Trust Beneficiaries transferred the Claimant Trust Assets to the Claimant Trust. Consistent with such treatment, (i) it is intended that the Claimant Trust will be treated as a grantor trust for federal income tax purposes (and foreign, state, and local income tax purposes where applicable), (ii) it is intended that the Claimant Trust Beneficiaries will be treated as the grantors of the Claimant Trust and owners of their respective share of the Claimant Trust Assets for federal income tax purposes (and foreign, state, and local income tax purposes where applicable). The Claimant Trustee shall file all federal income tax returns (and foreign, state, and local income tax returns where applicable) for the Claimant Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a).

(b) The Claimant Trustee shall determine the fair market value of the Claimant Trust Assets as of the Effective Date and notify the applicable Beneficiaries of such valuation, and such valuation shall be used consistently by all parties for all federal income tax purposes.

(c) The Claimant Trustee may file an election pursuant to Treasury Regulation 1.468B-9(c) to treat the Disputed Claims Reserve as a disputed ownership fund, in which case the

Claimant Trustee will file federal income tax returns and pay taxes for the Disputed Claim Reserve as a separate taxable entity.

7.2 Withholding. The Claimant Trustee may withhold from any amount distributed from the Claimant Trust to any Claimant Trust Beneficiary such sum or sums as are required to be withheld under the income tax laws of the United States or of any state or political subdivision thereof. Any amounts withheld pursuant hereto shall be deemed to have been distributed to and received by the applicable Beneficiary. As a condition to receiving any distribution from the Claimant Trust, the Claimant Trustee may require that the Beneficiary provide such holder's taxpayer identification number and such other information and certification as may be deemed necessary for the Claimant Trustee to comply with applicable tax reporting and withholding laws. If a Beneficiary fails to comply with such a request within one year, such distribution shall be deemed an unclaimed distribution and treated in accordance with Section 6.5(b) of this Agreement.

ARTICLE VIII. **STANDARD OF CARE AND INDEMNIFICATION**

8.1 Standard of Care. None of the Claimant Trustee, acting in his capacity as the Claimant Trustee or in any other capacity contemplated by this Agreement or the Plan, the Delaware Trustee, acting in its capacity as Delaware Trustee, the Oversight Board, or any current or any individual Member, solely in their capacity as Members of the Oversight Board, shall be personally liable to the Claimant Trust or to any Person (including any Claimant Trust Beneficiary) in connection with the affairs of the Claimant Trust, unless it is ultimately determined by order of the Bankruptcy Court or, if the Bankruptcy Court either declines to exercise jurisdiction over such action, or cannot exercise jurisdiction over such action, such other court of competent jurisdiction that the acts or omissions of any such Claimant Trustee, Delaware Trustee, Oversight Board, or Member constituted fraud, willful misconduct, or gross negligence. The employees, agents and professionals retained by the Claimant Trust, the Claimant Trustee, Delaware Trustee, Oversight Board, or individual Member shall not be personally liable to the Claimant Trust or any other Person in connection with the affairs of the Claimant Trust, unless it is ultimately determined by order of the Bankruptcy Court or, if the Bankruptcy Court either declines to exercise jurisdiction over such action, or cannot exercise jurisdiction over such action, such other court of competent jurisdiction that such acts or omissions by such employee, agent, or professional constituted willful fraud, willful misconduct or gross negligence. None of the Claimant Trustee, Delaware Trustee, Oversight Board, or any Member shall be personally liable to the Claimant Trust or to any Person for the acts or omissions of any employee, agent or professional of the Claimant Trust or Claimant Trustee taken or not taken in good faith reliance on the advice of professionals or, as applicable, with the approval of the Bankruptcy Court, unless it is ultimately determined by order of the Bankruptcy Court or, if the Bankruptcy Court either declines to exercise jurisdiction over such action, or cannot exercise jurisdiction over such action, such other court of competent jurisdiction that the Claimant Trustee, Delaware Trustee, Oversight Board, or Member acted with gross negligence or willful misconduct in the selection, retention, or supervision of such employee, agent or professional of the Claimant Trust.

8.2 Indemnification. The Claimant Trustee (including each former Claimant Trustee), WTNA in its individual capacity and as Delaware Trustee, the Oversight Board, and all past and present Members (collectively, in their capacities as such, the "Indemnified Parties") shall be

indemnified by the Claimant Trust against and held harmless by the Claimant Trust from any losses, claims, damages, liabilities or expenses (including, without limitation, attorneys' fees, disbursements, and related expenses) to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought or threatened against any of the Indemnified Parties in their capacity as Claimant Trustee, Delaware Trustee, Oversight Board, or Member, or in connection with any matter arising out of or related to the Plan, this Agreement, or the affairs of the Claimant Trust, unless it is ultimately determined by order of the Bankruptcy Court or other court of competent jurisdiction that the Indemnified Party's acts or omissions constituted willful fraud, willful misconduct, or gross negligence. If the Indemnified Party becomes involved in any action, proceeding, or investigation in connection with any matter arising out of or in connection with the Plan, this Agreement or the affairs of the Claimant Trust for which an indemnification obligation could arise, the Indemnified Party shall promptly notify the Claimant Trustee and/or Oversight Board, as applicable; provided, however, that the failure of an Indemnified Party to promptly notify the Claimant Trustee and/or Oversight Board of an indemnification obligation will not excuse the Claimant Trust from indemnifying the Indemnified Party unless such delay has caused the Claimant Trust material harm. The Claimant Trust shall pay, advance or otherwise reimburse on demand of an Indemnified Party the Indemnified Party's reasonable legal and other defense expenses (including, without limitation, the cost of any investigation and preparation and attorney fees, disbursements, and other expenses related to any claim that has been brought or threatened to be brought) incurred in connection therewith or in connection with enforcing his or her rights under this Section 8.2 as a Claimant Trust Expense, and the Claimant Trust shall not refuse to make any payments to the Indemnified Party on the assertion that the Indemnified Party engaged in willful misconduct or acted in bad faith; provided that the Indemnified Party shall be required to repay promptly to the Claimant Trust the amount of any such advanced or reimbursed expenses paid to the Indemnified Party to the extent that it shall be ultimately determined by Final Order that the Indemnified Party engaged in willful fraud, willful misconduct, or gross negligence in connection with the affairs of the Claimant Trust with respect to which such expenses were paid; provided, further, that any such repayment obligation shall be unsecured and interest free. The Claimant Trust shall indemnify and hold harmless the employees, agents and professionals of the Claimant Trust and Indemnified Parties to the same extent as provided in this Section 8.2 for the Indemnified Parties. For the avoidance of doubt, the provisions of this Section 8.2 shall remain available to any former Claimant Trustee, WTNA in its individual capacity and as Delaware Trustee, or Member or the estate of any decedent Claimant Trustee or Member, solely in their capacities as such. The indemnification provided hereby shall be a Claimant Trust Expense and shall not be deemed exclusive of any other rights to which the Indemnified Party may now or in the future be entitled to under the Plan or any applicable insurance policy. The failure of the Claimant Trust to pay or reimburse an Indemnified Party as required under this Section 8.2 shall constitute irreparable harm to the Indemnified Party and such Indemnified Party shall be entitled to specific performance of the obligations herein. The terms of this Section 8.2 shall survive the termination of this Agreement and the resignation or removal of any Indemnified Party.

8.3 No Personal Liability. Except as otherwise provided herein, neither of the Trustees nor Members of the Oversight Board shall be subject to any personal liability whatsoever, whether in tort, contract, or otherwise, to any Person in connection with the affairs of the Claimant Trust to the fullest extent provided under Section 3803 of the Delaware Statutory Trust Act, and all Persons asserting claims against the Claimant Trustee, Litigation Trustee, or any Members, or

otherwise asserting claims of any nature in connection with the affairs of the Claimant Trust, shall look solely to the Claimant Trust Assets for satisfaction of any such claims.

8.4 Other Protections. To the extent applicable and not otherwise addressed herein, the provisions and protections set forth in Article IX of the Plan will apply to the Claimant Trust, the Claimant Trustee, the Litigation Trustee, and the Members.

ARTICLE IX. TERMINATION

9.1 Duration. The Trustees, the Claimant Trust, and the Oversight Board shall be discharged or dissolved, as the case may be, at such time as: (a) the Litigation Trustee determines that the pursuit of Estate Claims is not likely to yield sufficient additional proceeds to justify further pursuit of such Estate Claims, (b) the Claimant Trustee determines that the pursuit of Causes of Action (other than Estate Claims) is not likely to yield sufficient additional proceeds to justify further pursuit of such Causes of Action, (c) the Claimant Trustee determines that the pursuit of sales of other Claimant Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit of such sales of Claimant Trust Assets, (d) all objections to Disputed Claims and Equity Interests are fully resolved, (e) the Reorganized Debtor is dissolved, and (f) all Distributions required to be made by the Claimant Trustee to the Claimant Trust Beneficiaries under the Plan have been made, but in no event shall the Claimant Trust be dissolved later than three years from the Effective Date unless the Bankruptcy Court, upon motion made within the six-month period before such third anniversary (and, in the event of further extension, by order of the Bankruptcy Court, upon motion made at least six months before the end of the preceding extension), determines that a fixed period extension (not to exceed two years, together with any prior extensions) is necessary to facilitate or complete the recovery on, and liquidation of, the Claimant Trust Assets.

9.2 Distributions in Kind. Upon dissolution of the Claimant Trust, any remaining Claimant Trust Assets that exceed the amounts required to be paid under the Plan will be transferred (in the sole discretion of the Claimant Trustee) in Cash or in-kind to the Holders of the Claimant Trust Interests as provided in the Claimant Trust Agreement.

9.3 Continuance of the Claimant Trustee for Winding Up. After dissolution of the Claimant Trust and for purpose of liquidating and winding up the affairs of the Claimant Trust, the Claimant Trustee shall continue to act as such until the Claimant Trustee's duties have been fully performed. Prior to the final distribution of all remaining Claimant Trust Assets, the Claimant Trustee shall be entitled to reserve from such assets any and all amounts required to provide for the Claimant Trustee's own costs and expenses, including a reserve to fund any potential indemnification or similar obligations of the Claimant Trust, until such time as the winding up of the Claimant Trust is completed. Upon the dissolution of the Claimant Trust and completion of the winding up of the assets, liabilities and affairs of the Claimant Trust pursuant to the Delaware Statutory Trust Act, the Claimant Trustee shall prepare, execute and file a certificate of cancellation with the State of Delaware to terminate the Claimant Trust pursuant to Section 3810 of the Delaware Statutory Trust Act (such date upon which the certificate of cancellation is filed shall be referred to as the "Termination Date"). If the Delaware Trustee's signature is required for purposes of filing such certificate of cancellation, the Claimant Trustee shall provide the Delaware

Trustee with written direction to execute such certificate of cancellation, and the Delaware Trustee shall be entitled to conclusively and exclusively rely upon such written direction without further inquiry. Upon the Termination date, the Claimant Trustee shall retain for a period of two (2) years, as a Claimant Trust Expense, the books, records, Claimant Trust Beneficiary lists, and certificated and other documents and files that have been delivered to or created by the Claimant Trustee. At the Claimant Trustee's discretion, all of such records and documents may, but need not, be destroyed at any time after two (2) years from the Termination Date.

9.4 Termination of Duties. Except as otherwise specifically provided herein, upon the Termination Date of the Claimant Trust, the Claimant Trustee, the Oversight Board and its Members shall have no further duties or obligations hereunder.

9.5 No Survival. The rights of Claimant Trust Beneficiaries hereunder shall not survive the Termination Date, provided that such Claimant Trust Beneficiaries are provided with notice of such Termination Date.

ARTICLE X. AMENDMENTS AND WAIVER

The Claimant Trustee, with the consent of a simple majority of the Oversight Board, may amend this Agreement to correct or clarify any non-material provisions. This Agreement may not otherwise be amended, supplemented, otherwise modified, or waived in any respect except by an instrument in writing signed by the Claimant Trustee and with the unanimous approval of the Oversight Board, and the approval of the Bankruptcy Court, after notice and a hearing; provided that the Claimant Trustee must provide the Oversight Board with prior written notice of any non-material amendments, supplements, modifications, or waivers of this Agreement. No amendment or waiver of this Agreement that adversely affects the Delaware Trustee shall be effective unless the Delaware Trustee has consented thereto in writing in its sole and absolute discretion.

ARTICLE XI. MISCELLANEOUS

11.1 Trust Irrevocable. Except as set forth in this Agreement, establishment of the Claimant Trust by this Agreement shall be irrevocable and shall not be subject to revocation, cancellation or rescission by the Claimant Trust Beneficiaries.

11.2 Bankruptcy of Claimant Trust Beneficiaries. The dissolution, termination, bankruptcy, insolvency or other similar incapacity of any Claimant Trust Beneficiary shall not permit any creditor, trustee, or any other Claimant Trust Beneficiary to obtain possession of, or exercise legal or equitable remedies with respect to, the Claimant Trust Assets.

11.3 Claimant Trust Beneficiaries have No Legal Title to Claimant Trust Assets. No Claimant Trust Beneficiary shall have legal title to any part of the Claimant Trust Assets.

11.4 Agreement for Benefit of Parties Only. Nothing herein, whether expressed or implied, shall be construed to give any Person other than the Claimant Trustee, Oversight Board, and the Claimant Trust Beneficiaries any legal or equitable right, remedy or claim under or in

respect of this Agreement. The Claimant Trust Assets shall be held for the sole and exclusive benefit of the Claimant Trust Beneficiaries.

11.5 Notices. All notices, directions, instructions, confirmations, consents and requests required or permitted by the terms hereof shall, unless otherwise specifically provided herein, be in writing and shall be sent by first class mail, facsimile, overnight mail or in the case of mailing to a non-United States address, air mail, postage prepaid, addressed to:

(a) If to the Claimant Trustee:

Claimant Trustee
c/o Highland Capital Management, L.P.
100 Crescent Court, Suite 1850
Dallas, Texas 75201

With a copy to:

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd, 13th Floor
Los Angeles, CA 90067
Attn: Jeffrey Pomerantz (jpomerantz@pszjlaw.com)
Ira Kharasch (ikharasch@pszjlaw.com)
Gregory Demo (gdemo@pszjlaw.com)

(b) If to the Delaware Trustee:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890
Attn: Corporate Trust Administration/David Young
Email: nmarlett@wilmingtontrust.com
Phone: (302) 636-6728
Fax: (302) 636-4145

Notice mailed shall be effective on the date mailed or sent. Any Person may change the address at which it is to receive notices under this Agreement by furnishing written notice pursuant to the provisions of this Section 11.5 to the entity to be charged with knowledge of such change.

11.6 Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in another jurisdiction.

11.7 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

11.8 Binding Effect, etc. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Claimant Trust, the Claimant Trustee, and the Claimant Trust Beneficiaries, and their respective successors and assigns. Any notice, direction, consent, waiver or other instrument or action by any Claimant Trust Beneficiary shall bind its successors and assigns.

11.9 Headings; References. The headings of the various Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

11.10 Governing Law. This Agreement shall in all respects be governed by, and construed in accordance with the laws of the State of Delaware, including all matters of constructions, validity and performance.


11.11 Consent to Jurisdiction. Each of the parties hereto, each Member (solely in their capacity as Members of the Oversight Board), and each Claimant Trust Beneficiary consents and submits to the exclusive jurisdiction of the Bankruptcy Court for any action or proceeding instituted for the enforcement and construction of any right, remedy, obligation, or liability arising under or by reason of this Agreement, the Plan or any act or omission of the Claimant Trustee (acting in his capacity as the Claimant Trustee or in any other capacity contemplated by this Agreement or the Plan), Litigation Trustee (acting in his capacity as the Litigation Trustee or in any other capacity contemplated by this Agreement or the Plan), the Oversight Board, or any individual Member (solely in their capacity as Members of the Oversight Board); *provided, however,* that if the Bankruptcy Court either declines to exercise jurisdiction over such action or cannot exercise jurisdiction over such action, such action may be brought in the state or federal courts located in the Northern District of Texas.

11.12 Transferee Liabilities. The Claimant Trust shall have no liability for, and the Claimant Trust Assets shall not be subject to, any claim arising by, through or under the Debtor except as expressly set forth in the Plan or in this Agreement. In no event shall the Claimant Trustee or the Claimant Trust Beneficiaries have any personal liability for such claims. If any liability shall be asserted against the Claimant Trust or the Claimant Trustee as the transferee of the Claimant Trust Assets on account of any claimed liability of, through or under the Debtor or Reorganized Debtor, the Claimant Trustee may use such part of the Claimant Trust Assets as may be necessary to contest any such claimed liability and to pay, compromise, settle or discharge same on terms reasonably satisfactory to the Claimant Trustee as a Claimant Trust Expense.


[Remainder of Page Intentionally Blank]

IN WITNESS HEREOF, the parties hereto have caused this Claimant Trust Agreement to be duly executed by their respective officers thereunto duly authorized on the day and year first written above.

Highland Capital Management, L.P.

By: 
James P. Seery, Jr.
Chief Executive Officer and
Chief Restructuring Officer

Claimant Trustee

By: 
James P. Seery, Jr., not individually but
solely in his capacity as the Claimant Trustee

Wilmington Trust, National Association,
as Delaware Trustee

By: NC Marlett III
Name: Neumann Marlett
Title: Bank Officer

EXHIBIT 2

PACHULSKI STANG ZIEHL & JONES LLP
Jeffrey N. Pomerantz (CA Bar No. 143717) (*admitted pro hac vice*)
John A. Morris (NY Bar No. 2405397) (*admitted pro hac vice*)
Gregory V. Demo (NY Bar No. 5371992) (*admitted pro hac vice*)
Hayley R. Winograd (NY Bar No. 5612569) (*admitted pro hac vice*)
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760

HAYWARD PLLC
Melissa S. Hayward (TX Bar No. 24044908)
MHayward@HaywardFirm.com
Zachery Z. Annable (TX Bar No. 24053075)
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, TX 75231
Telephone: (972) 755-7100
Facsimile: (972) 755-7110

Counsel for the Reorganized Debtor and the Highland Claimant Trust

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

In re: §
§ Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P.,¹ §
§ Case No. 19-34054-sgj11
§
Reorganized Debtor. §

**NOTICE OF FILING OF
THE CURRENT BALANCE SHEET OF THE HIGHLAND CLAIMANT TRUST**

PLEASE TAKE NOTICE that, pursuant to the Court’s *Order (A) Continuing Hearing on Motion to Stay and to Compel Mediation [Dkt. 3752] and (B) Directing Certain Actions in Advance of Continued Hearing [Docket No. 3870]*, Highland Capital Management, L.P., the reorganized debtor in the above-captioned bankruptcy case, and the Highland Claimant Trust hereby file the

¹ The last four digits of the Reorganized Debtor’s taxpayer identification number are 8357. The headquarters and service address for the Reorganized Debtor is 100 Crescent Court, Suite 1850, Dallas, TX 75201.



current balance sheet attached hereto as **Exhibit A** showing the general categories of assets and liabilities of the Highland Claimant Trust, subject to the accompanying notes.

[Remainder of Page Intentionally Left Blank]

Dated: July 6, 2023

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (CA Bar No. 143717)
John A. Morris (NY Bar No. 2405397)
Gregory V. Demo (NY Bar No. 5371992)
Hayley R. Winograd (NY Bar No. 5612569)
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Email: jpomerantz@pszjlaw.com
jmorris@pszjlaw.com
gdemo@pszjlaw.com
hwinograd@pszjlaw.com

-and-

HAYWARD PLLC

/s/ Zachery Z. Annable

Melissa S. Hayward
Texas Bar No. 24044908
MHayward@HaywardFirm.com
Zachery Z. Annable
Texas Bar No. 24053075
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, Texas 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

*Counsel for the Reorganized Debtor and
the Highland Claimant Trust*

EXHIBIT A

Highland Claimant Trust
Summarized Consolidated Balance Sheet ⁽¹⁾
As of May 31, 2023

The accompanying notes are integral to understanding this balance sheet
 (Estimated and unaudited, \$ in millions)

	Balance per books	adjustments (see notes)	Adjusted balance
Assets			
Cash and equivalents	\$ 13	\$ -	\$ 13
Disputed claims reserve ⁽²⁾	12	-	12
Other restricted cash	12	-	12
Investments ⁽³⁾	118	(12) ⁽⁶⁾	106
Notes receivable, net ⁽⁴⁾	86	(83) ⁽⁴⁾	3
Other assets	6	-	6
Total assets	\$ 247	\$ (95)	\$ 152
Liabilities			
Secured and other debt	\$ -	\$ -	\$ -
Distribution payable ⁽²⁾	12	-	12
Additional indemnification reserves	-	90 ⁽⁵⁾	90
Other liabilities	15	13 ⁽⁵⁾	28
Total liabilities ⁽⁵⁾	\$ 27	\$ 103	\$ 130
Book/adjusted book equity (see accompanying notes) ⁽⁵⁾	220	(198)	22
Total liabilities and book/adjusted book equity	\$ 247	\$ (95)	\$ 152
 Supplemental Info: ⁽⁷⁾			
Sum of remaining allowed Class 8 Trust Beneficiaries, excluding interest	\$ 27		
Sum of remaining allowed Class 9 Trust Beneficiaries, excluding interest	99		
Sum of face amount of pending Class 8/9 potential Trust Beneficiaries, excluding interest	13		
Sub-total	\$ 139		

{SEE ACCOMPANYING NOTES ON THE FOLLOWING PAGE}

The information contained in this summarized consolidated balance sheet (the "Summary") is based on estimates, and therefore should not be relied upon, as actual results may differ materially from the estimates contained herein.

This Summary is neither an offer nor a solicitation of an offer to buy or sell securities.

Information contained herein is not indicative of, nor does it guarantee, future results. The information contained in this Summary is based on matters as they exist as of the date of preparation and not as of any future date. Valuations do not reflect performance in different economic or market cycles and there can be no assurances that valuations will be achieved. Trust Beneficiaries may experience materially different results and outcomes.

Highland Claimant Trust
Summarized Consolidated Balance Sheet ⁽¹⁾
As of May 31, 2023

Notes:

(1) This presentation is not in accordance with US GAAP and is unaudited, but has nevertheless been prepared in good faith and with the intention of providing the reader with a comprehensive understanding of the remaining assets and liabilities of the Highland Claimant Trust, Highland Capital Management, LP, HCMLP GP LLC, and Highland Litigation Trust (the "Consolidated Entities"). These entities have each been aggregated on a stand-alone basis, with intercompany amounts eliminated. Funds and entities that may otherwise be consolidated by one or more of the Consolidated Entities under US GAAP are not fully consolidated and rather are included solely at their equity value. For example, if Highland Capital Management, LP is a 20% investor in a managed fund with assets of \$100 million and liabilities of zero that would normally require consolidation under US GAAP, the presentation contained herein reflects an investment of \$20 million as opposed to fully consolidating the \$100 million fund and reflecting minority interest of \$80 million. The value of the Highland Indemnity Trust is not included herein. As of May 31, 2023, \$35 million has been funded to the Highland Indemnity Trust. Highland Indemnity Trust beneficiaries are Claimant Trust Indemnified Parties. Any unused assets remaining after satisfying indemnification obligations will be transferred to the Highland Claimant Trust or otherwise be distributed to the Claimant Trust Beneficiaries in accordance with the Indemnity Trust Agreement. For presentation purposes, it is assumed that outstanding indemnification obligations will consume the entirety of the Highland Indemnity Trust. Further, no current recovery amount has been ascribed to the "Kirschner Adversary" as all such value is considered to be contingent, nor have any liabilities been reserved for various success fees payable to professionals associated with the Kirschner Adversary or any other litigations. Such liabilities are also contingent in nature.

(2) Amounts already authorized for distribution, but reserved in the Disputed Claims Reserve related to resolution of pending disputed claims.

(3) Value reflected herein consists primarily of ownership in private funds and subsidiaries, valued using NAV as the practical expedient, public & private investments (including residual sale escrows), valued at fair value, and SE Multifamily Holdings, LLC, valued using book equity value as of the most recent financials received. See note 6 for further information. There is substantial risk and uncertainty with respect to the timing and ultimate cash value to be received from monetizations of these investments and such value could ultimately be materially impacted by actual monetizations.

(4) Book amounts reflect principal amounts outstanding on various notes, without discount, adjustment, or estimates of future costs of collection, with two exceptions. The first exception is to the note receivable from Hunter Mountain Investment Trust for which over \$90 million of principal and interest is currently due, payable, and in default. These notes are a component of the "Kirschner Adversary" which is currently stayed. These principal and interest amounts are fully reserved based on the assumption that Hunter Mountain Investment Trust has no other assets other than a contingent, unvested interest in the Highland Claimant Trust. That assumption is subject to change. The second exception relates to the note receivable from Highland Select Equity Master Fund, LP. This amount is fully reserved based on the pendency of the Ch. 7 proceeding for Highland Select Equity Master Fund, LP and the minimal remaining value of Highland Select Equity Master Fund, LP's assets, which is expected to be further consumed (at least in part) by trustee and professional fees. Aside from these exceptions, approximately \$65 million of these principal amounts (further described below) are subject to ongoing litigation with various note counterparties who are contesting the validity of their obligations. These disputed amounts are contained within the "Balance per books" column herein without discount or adjustment. While the makers have asserted defenses, Highland believes they are meritless and is confident that judgments will ultimately be entered in Highland's favor. However, based on Mr. Dondero's history of failing to satisfy judgments entered against his affiliates by others (e.g., UBS, the Redeemer Committee, Joshua Terry, and Patrick Daugherty), the effect of complete non-payment of principal is reflected in the "adjustments" column, which also assumes non-payment of the currently performing \$18 million note receivable from The Dugaboy Investment Trust. Ultimate recoveries from these notes could differ materially from the current principal outstanding depending on the outcome of the pending litigation and no recovery can be assured. Accrued interest is captured in the "Other assets" line item, subject to the exceptions discussed within this footnote. While there is currently a report & recommendation from the bankruptcy court for summary judgment, plus costs of collection, no costs of collection are reflected as assets on this balance sheet, so would be incremental. The estimated amount of such costs of collections are over \$3 million.

Detail of note principal amounts subject to report & recommendations of the bankruptcy court, currently pending in district court (excludes accrued interest):

Note Maker	Principal O/S	Comments
NexPoint Advisors, LP	\$ 25	Consists of a single note
NexPoint Real Estate Partners, LLC	12	fka HCRE Partners, LLC; five underlying notes comprise balance
NexPoint Asset Management, LP	11	fka Highland Capital Management Fund Advisors, LP; four underlying notes comprise balance
James Dondero	10	Three underlying notes comprise balance
Highland Capital Management Services, Inc.	7	Five underlying notes comprise balance
Sub-total	\$ 65	

(5) The book equity amount reflects a multitude of estimates including, but not limited to the value of investments and collectability of notes receivable. For book purposes, no contingent liabilities or indemnification reserves have been recorded as liabilities that would reduce book equity, notwithstanding that it is currently expected that there will be a) a need to maintain further highly material indemnification reserves; and b) further incurrence of springing contingent liabilities if distribution milestones are achieved. The amount of further incremental indemnification reserves are currently expected to exceed \$90 million, and may ultimately be greater, which will be required to be funded (at least in part) prior to any further material distributions to Trust Beneficiaries. In the absence of a global settlement that, among other things, fully and finally releases all Claimant Trust Indemnified Parties, Highland believes the additional indemnification reserves are required because, among other reasons, (a) based on the so-called "Dondero exclusion," insurance is likely to remain cost-prohibitive and/or unsatisfactory, leaving the Claimant Trust and Indemnity Trust assets as the sole sources of funding for indemnity obligations, (b) approximately twenty (20) matters are being actively litigated in at least 9 different forums; and (c) based on history, new litigation can be expected. Any unused assets remaining after satisfaction of indemnity obligations will be distributed as required by the Indemnity Trust Agreement. The amount of incremental springing contingent liabilities are expected to range from \$5 million to \$15 million, which are exclusive of various success fees associated with recoveries under the "Kirschner Adversary" and others. No reserves have been accrued for any current, pending, or threatened litigation brought by any Dondero-related parties. Lastly, it is expected that the trust and its subsidiaries will operate at an operating loss prospectively. The corresponding information in the "adjustments" column above is an estimate of the effects of these incremental indemnification reserves and contingent liabilities, but does not assume any expected future operating cash burn, which is expected to be significant.

(6) The value of SE Multifamily Holdings LLC maintained on this balance sheet is \$15.7 million, which is a component of the "Investments" line item and is based on a several years state book-basis balance sheet. Notwithstanding Dondero-entities' previous disclosures of this interest at values of \$20 million and \$12 million, Highland also received interest from Dondero to acquire the interest for \$3.8 million, among other assets. The purpose of this adjustment is to assume that the holding could be monetized at the lower \$3.8 million level, which would result in a \$11.9 million decrease to Highland's book equity if it were hypothetically transacted at that level. Highland has initiated proceedings in Delaware to receive books and records relating to SE Multifamily Holdings LLC, for which it has the contractual right and has been seeking for approximately a year, but for which Dondero-controlled entities have not provided to date.

(7) Amounts described herein represent the face amounts of outstanding allowed and pending claims. The pending claim amounts do not include amounts that are the subject of various appeals or that are unliquidated. The allowed and pending claims (along with accrued interest) could ultimately be satisfied in part or in full using 1) the assets of the disputed claims reserve, 2) the residual amount of cash in the indemnity trust after satisfying all indemnification obligations, and 3) the residual amount of cash remaining after monetizing all other non-cash assets and paying liabilities and future expenses.

The information contained in this summarized consolidated balance sheet (the "Summary") is based on estimates, and therefore should not be relied upon, as actual results may differ materially from the estimates contained herein.

This Summary is neither an offer nor a solicitation of an offer to buy or sell securities.

Information contained herein is not indicative of, nor does it guarantee, future results. The information contained in this Summary is based on matters as they exist as of the date of preparation and not as of any future date. Valuations do not reflect performance in different economic or market cycles and there can be no assurances that valuations will be achieved. Trust Beneficiaries may experience materially different results and outcomes.

EXHIBIT 3

2. The Parties' entry into the Binding Bonding Agreement, a copy of which is attached hereto as **Exhibit A**, is hereby **APPROVED**.

3. The Parties are directed to comply with each and every term of the Binding Bonding Agreement.

4. The deposit of any amounts required by the Binding Bonding Agreement into the Court Registry will be done in each case in accordance with Miscellaneous Order No. 45, entered by the U.S. District Court of the Northern District of Texas on October 7, 1997 (the "Misc. Order"). For the avoidance of doubt, this Order shall constitute the Court's express order authorizing the deposit or transfer of funds into the Court Registry as required by the terms of the Misc. Order, and the Clerk of Court shall accept this Order as the requisite order of the Court permitting the deposit or transfer of funds into the Court Registry.

5. This Court shall have and retain jurisdiction over all disputes arising out of or otherwise concerning the interpretation and enforcement of this Order.

IT IS SO ORDERED this 3rd day of August, 2023.



THE HONORABLE BRANTLEY STARR
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT A

Binding Bonding Agreement

This Binding Bonding Agreement (“*Agreement*”) is entered into by and between Highland Capital Management, L.P. (“*Highland*”) and James Dondero, NexPoint Asset Management, L.P., NexPoint Advisors, L.P., NexPoint Real Estate Partners, LLC, and Highland Capital Management Services, Inc. (the “*Judgment Debtors*”) (along with Highland, collectively the “*Parties*”) with respect to judgments entered in US Dist. Court Case No. 3:21-cv-00881-X and its consolidated cause numbers (the “*Judgments*” in the “*District Court Case*”).

RECITALS

WHEREAS, as of July 31, 2023, the Judgments entered in the District Court Case on July 6, 2023, total \$68,902,707.24 (“*Combined Judgment Amount*”), inclusive of principal, pre- and post-judgment interest, and awarded fees and expenses;

WHEREAS, Highland and the Judgment Debtors dispute the finality of certain of the Judgments;

WHEREAS, Highland may execute upon the Judgments thirty (30) days after the entry of a final Judgment, unless the United States District Court for the Northern District of Texas (the “*District Court*”) orders otherwise;

WHEREAS, the Judgment Debtors may stay execution of such Judgments by providing a supersedeas bond in conformance with the District Court’s rules (“*Bond*”) for each Judgment Debtor;

WHEREAS, the Parties seek to avoid the motion practice, expense, and harm caused by execution of the Judgments;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. The Parties will request the District Court to enter separate judgments (“*Individual Judgment Amount*”) for each Judgment Debtor against each respective Judgment Debtor as follows (which the parties agree to consolidate for the purposes of appeal). Each Judgment Debtor shall Bond in the amount of 111% of its Individual Judgment Amount (“*Individual Bond Amount*”) as set forth below (the Individual Bond Amounts collectively the “*Combined Bond Amount*”):

Party	Individual Judgment Amount	Individual Bond Amount
NexPoint Asset Management, L.P.	\$3,628,692.37	\$4,027,848.53

NexPoint Asset Management, L.P.	\$8,441,524.65	\$9,370,092.36
NexPoint Advisors, L.P.	\$25,849,816.94	\$28,693,296.80
NexPoint Real Estate Partners, LLC	\$13,251,661.00	\$14,709,343.70
Highland Capital Management Services, Inc.	\$7,578,620.41	\$8,412,268.66
James Dondero	\$10,152,391.87	\$11,269,154.90
Total	\$68,902,707.24	\$76,482,004.95

2. The Judgment Debtors shall Bond the Combined Bond Amount according to the following schedule (“*Bonding Schedule*”):

Date ¹	Additional Bonded Amount	Combined Bonded Amount
August 11, 2023	\$30,000,000.00	\$30,000,000.00
August 18, 2023	\$10,000,000.00	\$40,000,000.00
August 25, 2023	\$10,000,000.00	\$50,000,000.00
September 8, 2023	\$10,000,000.00	\$60,000,000.00
October 11, 2023	\$16,482,004.95	\$76,482,004.95

3. In substitution for posting Bond, if, and only if, the registry of the District Court is willing to accept USD\$ cash in lieu of a Bond conforming with the rules of the District Court, a Judgment Debtor may post cash as security to an interest-bearing account (if the registry maintains such an account) with the Registry of the District Court (“*Cash Security*”). For all purposes under this Agreement, including calculation of the Combined Bonded Amount under the Bonding Schedule, a Judgment Debtor shall be credited as having posted a Bond equivalent to 111% of all amounts posted as Cash Security only if (a) the interest rate payable on such Cash Security by the registry of the District Court is equal to or greater than the 5.35% Federal Judgment Rate applicable to the Judgments (or, if less, the “*Top-up Interest*” is paid as described in footnote 2 below) and (b) all interest paid on the Cash Security becomes part of the Cash Security and remains in the Registry of the District Court and available to satisfy the Judgments. If the Registry of the District Court is not willing to accept a Cash Security or does not accrue and apply interest to the Cash Security as required by the immediately preceding sentence hereof, the Judgment Debtor must post the required amount in the form of a supersedeas Bond consistent with the Federal Rules of Civil Procedure and the Local Rules for the District Court. Consistent with the foregoing,

¹ For avoidance of doubt, failure to post the required Combined Bond Amount by the calendar dates set forth in the Bonding Schedule will constitute a default permitting the plaintiffs to immediately begin enforcement and collection proceedings for the unbonded amounts then outstanding against each and every Judgment Debtor, unless the parties otherwise agree and adjust the Bonding Schedule, or the District Court extends the stay of execution. If at least \$60 million in Bond (or the equivalent required amount in cash) has been posted on or before September 8, 2023, the parties will work in good faith to negotiate a fair and equitable schedule for completing Bonding if it cannot be completed by October 11, 2023; if Highland rejects the proposal of the remaining Judgment Debtors, Highland may begin collection efforts if Judgment Debtors have not obtained a stay of execution within 7 days of such rejection.

interest generated by any acceptable USD\$ cash deposit to the Registry of the District Court shall be treated as part of the Bond with respect to the right of collection after finalization of appeals.²

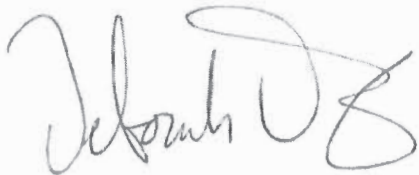
4. Upon posting of (a) Bond or (b) if acceptable to the Registry of the District Court, Cash Security in substitution of a Bond, the Judgment Debtors shall notify Highland in writing to counsel of record of the Judgment Debtor(s) on whose behalf such Bond or Cash Security was posted and the amount of Combined Bond Amount posted for the purposes of satisfaction of the Bonding Schedule. Except as set forth in footnote 1, failure to post the required Combined Bond Amount by the calendar date above shall constitute an event of default permitting Highland to immediately begin enforcement and collection proceedings for the unbonded amounts against each Judgment Debtor.
5. Each of the Judgment Debtors hereby represents and warrants on its own behalf that it has not since January 1, 2023, engaged in any Fraudulent Transfers. For the purposes of this Agreement, "Fraudulent Transfer" shall have its meaning as defined in 11 U.S.C. §§ 544, 548.
6. None of the Judgment Debtors shall transfer any of its assets with a value of over \$100,000 in one or a series of related transactions (an "*Asset Transfer*"), without providing five days (5) written notice to Highland (the "*Notice*") except that Notice is not required for (i) ordinary and customary payments to vendors, employees, contractors, or consultants, including for any bonuses that are already scheduled in the current compensation schedule, all consistent with recent past practice; (ii) payments made pursuant to the terms of a contract executed and effective prior to January 1, 2023 (payments under paragraph 6(i) and (ii) are referred to as "*Ordinary Course Payments*"), or (iii) transfers and transactions made for the purpose of bonding the Judgments. Notwithstanding the foregoing, other than with respect to Ordinary Course Payments being made pursuant to already existing written agreements, the Judgment Debtors *shall* provide Notice to Highland of all contemplated Asset Transfers between or among any Judgment Debtor, on the one hand, and any of Mr. Dondero or Scott Ellington or either of their immediate families or either of their affiliated entities (including Highgate Consulting Group, Inc., d/b/a Skyview Group ("*Skyview*")), on the other (any such contemplated Asset Transfer, an "*Insider Transaction*"). For the avoidance of doubt, items such as contractual payments to Skyview and its employees, scheduled bonus amounts, and medical reimbursements are not required to be disclosed to Highland so long as they otherwise constitute Ordinary Course Payments. While Notice of all other Insider Transactions is required, the Parties do not intend to restrict Asset

² As set forth above, the interest rate for by the deposit of Cash Security must be equal to or greater than the 5.35% statutory post-judgment interest rate applicable to the Judgments. In the event that the Cash Security interest rate available at the Registry of the District Court is less than the statutory 5.35% post-judgment interest rate applicable to the Judgments, each the Judgment Debtor shall post additional Cash Security or post additional Bond in the amount of the dollar difference between the Cash Security interest rate payable at the Registry of the District Court (as applied to the Judgments) and the 5.35% post-judgment statutory interest rate applicable to the Judgments ("*Top-Up Interest*"). Top-Up Interest must be deposited with the Registry of the District Court and added to the Cash Security on the first business day of each month. Failure to timely deposit Top-Up Interest shall be an event of default hereunder permitting Highland to immediately begin enforcement and collection proceedings for the unbonded amounts against each Judgment Debtor.

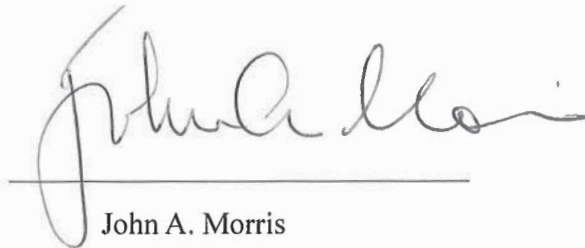
Transfers made as Ordinary Course Payments. The provisions of this Paragraph 6 shall expire (a) for each Judgment Debtor upon the posting of a Bond or Cash Security for its Individual Bond Amount or (b) upon the complete satisfaction of the Bonding Schedule. If Highland objects in writing to any Asset Transfer or Insider Transaction, the proposed transaction(s) may only be pursued if Highland has not moved on shortened notice and as expedited a basis as the District Court will accommodate for injunctive or other relief within 5 days of written notice of a Judgment Debtor's objection to Highland's objection (the Parties all hereby consent to having a motion under this provision heard on shortened notice or on an emergency basis), and such period has not been extended pursuant to a written agreement between the parties or by the Court upon good cause shown.

7. Prior to completion of the Bonding Schedule, and promptly following execution of this Agreement and entry of an order of the District Court approving this Agreement (and in any event on or before August 11, 2023), the Judgment Debtors shall grant (or cause to be granted) to Highland properly perfected, first-priority security interests (the "*Liens*") in collateral collectively up to the amount of \$76.4 million ("*Interim Collateral*"). To the extent the Liens are perfected through the filing of a UCC-1, the Liens will be recorded with UCC-1 filings in Dallas County, Texas, and in the state of incorporation/formation of the debtor listed in the applicable UCC-1. Each Lien shall be released with respect to each Judgment Debtor as each Judgment Debtor posts a Bond or Cash Security equal to its Individual Bond Amount in accordance with this Agreement as follows: upon approval by the District Court of any Bond or Cash Security equal to an Individual Bond Amount, Highland shall release its lien and security interest on Interim Collateral in the amount of such Bond or Cash Security with respect to the asset of the particular Judgment Debtor posting such Bond or Cash Security.
8. So long as the Judgment Debtors are in strict compliance with the Bonding Schedule (time being of the essence), and paragraphs 6 and 7 concerning Interim Collateral, Highland shall take no action to execute upon the Judgments.
9. Upon execution of this Agreement, the Parties agree that they shall immediately submit this Agreement to the District Court as a stipulation to be entered on the District Court Case docket and approved by the Court.

AGREED BY COUNSEL TO THE PARTIES TO THIS AGREEMENT:



Deborah Deitsch-Perez



John A. Morris

Counsel to the Judgement Debtors

Counsel to Highland

Deborah Deitsch-Perez
Michael P. Aigen
STINSON LLP
3102 Oak Lawn Avenue, Suite 777
Dallas, Texas 75219-4259
Telephone: (214) 560-2201
Facsimile: (214) 560-2203
Email: Deborah.deitschperez@stinson.com
Email: Michael.aigen@stinson.com

Counsel for Defendants

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

In re: §
§
HIGHLAND CAPITAL MANAGEMENT, § **Chapter 11**
L.P., § **Case No. 19-34054-sgj11**
§
Debtor. §

§
HIGHLAND CAPITAL MANAGEMENT, §
L.P., §
§
Plaintiff, § **Civ. Act. No. 3:21-cv-00881-X**
§
v. § **(Consolidated with 3:21-cv-00880-X,**
§ **3:21-cv-01010-X, 3:21-cv-01378-X,**
§ **3:21-cv-01379-X)**
§
HIGHLAND CAPITAL MANAGEMENT §
FUND ADVISORS, L.P., et al. §
§
Defendants. §

NOTICE OF BONDING

PLEASE TAKE NOTICE that, on August 8, 2023, in accordance with the terms of the Binding Bonding Agreement attached as Exhibit A to Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals, as well as the Amended Final Judgments against the Judgment Debtors at Dkts

143-145 and 147, Defendants NexPoint Asset Management, L.P.; NexPoint Advisors, L.P.; and Highland Capital Management Services, Inc., tendered bond to the Treasury Registry for the United States District Court for the Northern District of Texas. Proof of payment is attached hereto as Exhibit 1.

Dated: August 10, 2023

Respectfully submitted,

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez
State Bar No. 24036072
Michael P. Aigen
State Bar No. 24012196
STINSON LLP
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
(214) 560-2201 telephone
(214) 560-2203 facsimile
Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

Counsel for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on August 10, 2023, a true and correct copy of the foregoing document was served via the Court's CM/ECF system on all parties registered to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez

Exhibit 1

U.S. District Court

Texas Northern - Dallas

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AMENDED RECEIPT

Receipt Date: Aug 8, 2023 2:56PM

Rcpt. No: 30007043

Trans. Date: Aug 8, 2023 2:56PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321cv000881 /01 FBO: Nexpoint Asset Management LP	1	6000000.00	6000000.00

CD	Tender	Amt
CH	Check #046304 08/8/2023	\$6,000,000.00
Total Due Prior to Payment:		\$6,000,000.00
Total Tendered:		\$6,000,000.00
Total Cash Received:		\$0.00
Cash Change Amount:		\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:18 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:19 PM
Correction Reason: 03) Incorrect Case/Party Number

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

U.S. District Court

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AMENDED RECEIPT

Receipt Date: Aug 8, 2023 3:01PM

Rcpt. No: 300007048

Trans. Date: Aug 8, 2023 3:01PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	Dtxn321cv000881 /01 FBO: Nexpoint Advisors LP	1	18798654.37	18798654.37

CD	Tender			Amt
CH	Check	#046302	08/8/2023	\$18,798,654.37
Total Due Prior to Payment:				\$18,798,654.37
Total Tendered:				\$18,798,654.37
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:12 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:12 PM
Correction Reason: 03) Incorrect Case/Party Number

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

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AMENDED RECEIPT

Receipt Date: Aug 8, 2023 2:59PM

Rcpt. No: 300007046

Trans. Date: Aug 8, 2023 2:59PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	Dtxn321cv000881 /01 FBO: Nexpoint Asset Management LP	1	6070217.02	6070217.02

CD	Tender		Amt
CH	Check	#046305 08/8/2023	\$6,070,217.02
Total Due Prior to Payment:			\$6,070,217.02
Total Tendered:			\$6,070,217.02
Total Cash Received:			\$0.00
Cash Change Amount:			\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:29 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:29 PM
Correction Reason: 04) Incorrect Remitter

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

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Receipt Date: Aug 8, 2023 3:07PM

Rcpt. No: 300007052

Trans. Date: Aug 8, 2023 3:07PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	Dtxn321cv000881 /01 FBO: Nexpoint Advisors LP	1	921379.59	921379.59

CD	Tender	#	Date	Amt
CH	Check	#046303	08/8/2023	\$921,379.59
Total Due Prior to Payment:				\$921,379.59
Total Tendered:				\$921,379.59
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:31 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:31 PM
Correction Reason: 07) Incorrect FBO 03) Incorrect Case/Party Number

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

U.S. District Court

Texas Northern - Dallas

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Receipt Date: Aug 8, 2023 3:04PM

Rcpt. No: 300007050

Trans. Date: Aug 8, 2023 3:04PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321cv000881 /01 FBO: Nexpoint Advisors LP	1	6129782.98	6129782.98

CD	Tender			Amt
CH	Check	#046306	08/8/2023	\$6,129,782.98
Total Due Prior to Payment:				\$6,129,782.98
Total Tendered:				\$6,129,782.98
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:30 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:30 PM
Correction Reason: 07) Incorrect FBO

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

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AMENDED RECEIPT

Receipt Date: Aug 8, 2023 2:15PM

Rcpt. No: 300007029

Trans. Date: Aug 8, 2023 2:15PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DDTX321cv000881 /01 FBO: Highland Capital Management Services Inc	1	7578620.41	7578620.41

CD	Tender		Amt
CH	Check	#046300 08/8/2023	\$7,578,620.41
Total Due Prior to Payment:			\$7,578,620.41
Total Tendered:			\$7,578,620.41
Total Cash Received:			\$0.00
Cash Change Amount:			\$0.00

RECEIPT AMENDED by staff #1788 8/8/2023 3:21 PM
AMENDMENT VERIFIED by staff #1774 8/8/2023 3:22 PM
Correction Reason: 03) Incorrect Case/Party Number

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

Deborah Deitsch-Perez
 Michael P. Aigen
 STINSON LLP
 3102 Oak Lawn Avenue, Suite 777
 Dallas, Texas 75219-4259
 Telephone: (214) 560-2201
 Facsimile: (214) 560-2203
 Email: Deborah.deitschperez@stinson.com
 Email: Michael.aigen@stinson.com

Counsel for Defendants

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

In re:	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	Chapter 11
Debtor.	§	Case No. 19-34054-sgj11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
Plaintiff,	§	Civ. Act. No. 3:21-cv-00881-X
v.	§	(Consolidated with 3:21-cv-00880-X, 3:21-cv-01010-X, 3:21-cv-01378-X, 3:21-cv-01379-X)
HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P., et al.	§	
Defendants.	§	

NOTICE OF BONDING

PLEASE TAKE NOTICE that, on August 24, 2023, in accordance with the terms of the Binding Bonding Agreement attached as Exhibit A to Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals, as well as the Amended Final Judgments against the Judgment Debtors at Dkts.



146 and 148, Defendants NexPoint Real Estate Partners LLC (f/k/a HCRE Partners LLC) and James Dondero tendered bond to the Treasury Registry for the United States District Court for the Northern District of Texas. Proof of payment is attached hereto as Exhibit 1.

Dated: August 28, 2023

Respectfully submitted,

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez
State Bar No. 24036072
Michael P. Aigen
State Bar No. 24012196
STINSON LLP
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
(214) 560-2201 telephone
(214) 560-2203 facsimile
Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

Counsel for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on August 28, 2023, a true and correct copy of the foregoing document was served via the Court's CM/ECF system on all parties registered to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez

EXHIBIT 1

Generated: Aug 24, 2023 1:48PM

Page 1/1

U.S. District Court

Texas Northern - Dallas

Receipt Date: Aug 24, 2023 1:48PM

Rcpt. No: 300007302

Trans. Date: Aug 24, 2023 1:48PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321CV000881 /001 HIGHLAND CAPITAL MGMT SERVICES INC FBO: Nextpoint Real Estate Partners LLC	1	13251661.00	13251661.00

CD	Tender			Amt
CH	Check	#046362	08/24/2023	\$13,251,661.00
Total Due Prior to Payment:				\$13,251,661.00
Total Tendered:				\$13,251,661.00
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

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Generated: Aug 24, 2023 1:51PM

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U.S. District Court

Texas Northern - Dallas

Receipt Date: Aug 24, 2023 1:51PM

Rcpt. No: 300007303

Trans. Date: Aug 24, 2023 1:51PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321CV000881 /001 HIGHLAND CAPITAL MGMT SERVICES INC FBO: James Dondero	1	1248339.00	1248339.00

CD	Tender			Amt
CH	Check	#046361	08/24/2023	\$1,248,339.00
Total Due Prior to Payment:				\$1,248,339.00
Total Tendered:				\$1,248,339.00
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

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Deborah Deitsch-Perez
Michael P. Aigen
STINSON LLP
3102 Oak Lawn Avenue, Suite 777
Dallas, Texas 75219-4259
Telephone: (214) 560-2201
Facsimile: (214) 560-2203
Email: Deborah.deitschperez@stinson.com
Email: Michael.aigen@stinson.com

Counsel for Defendants

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

In re: §
§
HIGHLAND CAPITAL MANAGEMENT, § **Chapter 11**
L.P., § **Case No. 19-34054-sgj11**
§
Debtor. §

§
HIGHLAND CAPITAL MANAGEMENT, §
L.P., §
§
Plaintiff, § **Civ. Act. No. 3:21-cv-00881-X**
§
v. § **(Consolidated with 3:21-cv-00880-X,**
§ **3:21-cv-01010-X, 3:21-cv-01378-X,**
§ **3:21-cv-01379-X)**
§
HIGHLAND CAPITAL MANAGEMENT §
FUND ADVISORS, L.P., et al. §
§
Defendants. §

NOTICE OF BONDING

PLEASE TAKE NOTICE that, on October 4, 2023, in accordance with the terms of the Binding Bonding Agreement attached as Exhibit A to Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals [Dkt 149], as well as the Amended Final Judgments against the Judgment

Debtors [Dkts. 143-148], Defendants James Dondero, NexPoint Real Estate Partners LLC (f/k/a HCRE Partners LLC), NexPoint Asset Management LP, NexPoint Advisors LP, and Highland Capital Management Services, Inc. tendered top-up interest payments to the Treasury Registry for the United States District Court for the Northern District of Texas. Proof of payment is attached hereto as Exhibit 1.

Dated: October 4, 2023

Respectfully submitted,

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

State Bar No. 24036072

Michael P. Aigen

State Bar No. 24012196

STINSON LLP

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

(214) 560-2201 telephone

(214) 560-2203 facsimile

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on October 4, 2023, a true and correct copy of the foregoing document was served via the Court's CM/ECF system on all parties registered to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

EXHIBIT 1

U.S. District Court

Texas Northern - Dallas

Receipt Date: Oct 4, 2023 9:24AM

Rcpt. No: 300008032

Trans. Date: Oct 4, 2023 9:24AM

Cashier ID: #AC

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321CV000881 /005 JAMES DONDERO FBO: James Dondero	1	435.76	435.76
701	Treasury Registry	DTXN321CV000881 Nextpoint Real Estate Partners FBO: Nextpoint Real Estate Partners	1	4625.75	4625.75
701	Treasury Registry	DTXN321CV000881 /003 NEXPOINT ASSET MGMT LP FBO: Nextpoint Asset Management	1	4213.34	4213.34
701	Treasury Registry	DTXN321CV000881 /002 NEXPOINT ADVISORS LP FBO: Nextpoint Advisors	1	9023.37	9023.37
701	Treasury Registry	DTXN321CV000881 /001 HIGHLAND CAPITAL MGMT SERVICES INC FBO: Highland Capital Management	1	2645.46	2645.46

CD	Tender			Amt
CH	Check	#046437	10/3/2023	\$20,943.68
Total Due Prior to Payment:				\$20,943.68
Total Tendered:				\$20,943.68
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

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Deborah Deitsch-Perez
 Michael P. Aigen
 STINSON LLP
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 Dallas, Texas 75219-4259
 Telephone: (214) 560-2201
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 Email: Deborah.deitschperez@stinson.com
 Email: Michael.aigen@stinson.com

Counsel for Defendants

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

In re:	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	Chapter 11
Debtor.	§	Case No. 19-34054-sgj11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
Plaintiff,	§	Civ. Act. No. 3:21-cv-00881-X
v.	§	(Consolidated with 3:21-cv-00880-X, 3:21-cv-01010-X, 3:21-cv-01378-X, 3:21-cv-01379-X)
HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P., et al.	§	
Defendants.	§	

NOTICE OF BONDING

PLEASE TAKE NOTICE that, on October 12, 2023, in accordance with the terms of the Binding Bonding Agreement attached as Exhibit A to Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals [Dkt 149], as well as the Amended Final Judgments against James Dondero [Dkt.

148], Defendant James Dondero tendered bond to the Treasury Registry for the United States District Court for the Northern District of Texas. Proof of payment is attached hereto as Exhibit 1.

Dated: October 12, 2023

Respectfully submitted,

/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez
State Bar No. 24036072
Michael P. Aigen
State Bar No. 24012196
STINSON LLP
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
(214) 560-2201 telephone
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Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

Counsel for Defendants

CERTIFICATE OF SERVICE

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/s/ Deborah Deitsch-Perez
Deborah Deitsch-Perez

EXHIBIT 1

Generated: Oct 12, 2023 4:16PM

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U.S. District Court

Texas Northern - Dallas

Receipt Date: Oct 12, 2023 4:16PM

James Dondero

Rcpt. No: 300008175

Trans. Date: Oct 12, 2023 4:16PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321CV000881 /005 JAMES DONDERO FBO: James Dondero	1	8904052.87	8904052.87

CD	Tender			Amt
CH	Check	#046450	10/12/2023	\$8,904,052.87
Total Due Prior to Payment:				\$8,904,052.87
Total Tendered:				\$8,904,052.87
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

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Deborah Deitsch-Perez
 Michael P. Aigen
 STINSON LLP
 3102 Oak Lawn Avenue, Suite 777
 Dallas, Texas 75219-4259
 Telephone: (214) 560-2201
 Facsimile: (214) 560-2203
 Email: Deborah.deitschperez@stinson.com
 Email: Michael.aigen@stinson.com

Counsel for Defendants

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

In re:	§	
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	Chapter 11
Debtor.	§	Case No. 19-34054-sgj11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	
Plaintiff,	§	Civ. Act. No. 3:21-cv-00881-X
v.	§	(Consolidated with 3:21-cv-00880-X, 3:21-cv-01010-X, 3:21-cv-01378-X, 3:21-cv-01379-X)
HIGHLAND CAPITAL MANAGEMENT FUND ADVISORS, L.P., et al.	§	
Defendants.	§	

NOTICE OF BONDING

PLEASE TAKE NOTICE that, on November 1, 2023, in accordance with the terms of the Binding Bonding Agreement attached as Exhibit A to Order Granting Joint Agreed Emergency Motion for Order Approving Stipulation for the Bonding of Judgments and Stays of Executions Pending Appeals [Dkt 149], as well as the Amended Final Judgments against the Judgment

Debtors [Dkts. 143-148], Defendants James Dondero, NexPoint Real Estate Partners LLC (f/k/a HCRE Partners LLC), NexPoint Asset Management LP, NexPoint Advisors LP, and Highland Capital Management Services, Inc. tendered top-up interest payments to the Treasury Registry for the United States District Court for the Northern District of Texas. Proof of payment is attached hereto as Exhibit 1.

Dated: November 1, 2023

Respectfully submitted,

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

State Bar No. 24036072

Michael P. Aigen

State Bar No. 24012196

STINSON LLP

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

(214) 560-2201 telephone

(214) 560-2203 facsimile

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on November 1, 2023, a true and correct copy of the foregoing document was served via the Court's CM/ECF system on all parties registered to receive electronic notices in this case.

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

EXHIBIT 1

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Page 1/1

U.S. District Court

Texas Northern - Dallas

Receipt Date: Nov 1, 2023 1:49PM

Rcpt. No: 300008516

Trans. Date: Nov 1, 2023 1:49PM

Cashier ID: #OH

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
701	Treasury Registry	DTXN321CV000881 /005 JAMES DONDERO FBO: James Dondero	1	3798.75	3798.75
701	Treasury Registry	DTXN321CV000881 FBO: Nextpoint Real Estate Partners LLC	1	5275.40	5275.40
701	Treasury Registry	DTXN321CV000881 /003 NEXPOINT ASSET MGMT LP FBO: NexPoint Asset Management LP	1	4701.90	4701.90
701	Treasury Registry	DTXN321CV000881 /002 NEXPOINT ADVISORS LP	1	10069.64	10069.64
701	Treasury Registry	DTXN321CV000881 /001 HIGHLAND CAPITAL MGMT SERVICES INC	1	2952.20	2952.20

CD	Tender	#	Date	Amt
CH	Check	#046504	11/1/2023	\$26,797.89
Total Due Prior to Payment:				\$26,797.89
Total Tendered:				\$26,797.89
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

EXHIBIT 7

PACHULSKI STANG ZIEHL & JONES LLP
Jeffrey N. Pomerantz (admitted *pro hac vice*)
John A. Morris (admitted *pro hac vice*)
Gregory V. Demo (admitted *pro hac vice*)
Jordan A. Kroop (admitted *pro hac vice*)
Hayley R. Winograd (admitted *pro hac vice*)
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Tel: (310) 277-6910
Fax: (310) 201-0760

HAYWARD PLLC
Melissa S. Hayward
Texas Bar No. 24044908
MHayward@HaywardFirm.com
Zachery Z. Annable
Texas Bar No. 24053075
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, Texas 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

*Counsel for Highland Capital Management, L.P. and
the Highland Claimant Trust*

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

In re:

HIGHLAND CAPITAL MANAGEMENT, L.P.,

Reorganized Debtor.

Chapter 11

Case No. 19-34054-sgj11

**HIGHLAND'S MOTION TO STAY
CONTESTED MATTER [DKT NO. 4000] OR FOR ALTERNATIVE RELIEF**

Highland Capital Management, L.P., the reorganized debtor in this chapter 11 case (“**HCMLP**”), and the Highland Claimant Trust (the “**Claimant Trust**” and, together with HCMLP, “**Highland**”), move the Court for an order staying all proceedings (the “**Stay Motion**”) in connection with the *Motion for Leave to File a Delaware Complaint* [Docket No. 4000], filed by Hunter Mountain Investment Trust (“**HMIT**”) on January 1, 2024 (the “**Delaware Motion for Leave**”).



I. PRELIMINARY STATEMENT¹

1. The relief HMIT seeks in the Delaware Motion for Leave depends on the Court’s determination of whether HMIT is a beneficiary of the Plan-created Claimant Trust. That issue is already squarely before this Court in Adversary Proceeding No. 23-03038 (the “**Valuation Proceeding**”), in which HMIT is a plaintiff and in which Highland moved to dismiss HMIT’s complaint on the basis that HMIT is not entitled to any of the relief it seeks in the complaint because, among other reasons, HMIT is not a beneficiary of the Claimant Trust under the plain terms of the Plan and Claimant Trust Agreement and under applicable law. Briefing on Highland’s motion to dismiss the Valuation Proceeding will be complete by January 19, 2024, and oral argument is scheduled for February 14, 2024, just a month from now.

2. As explained more fully below, if this Court rules that HMIT is not a beneficiary of the Claimant Trust as a matter of law—and if HMIT does not prevail on its likely appeal of such a ruling—then the ruling will necessarily dispose of the Delaware Motion for Leave. It would be needlessly duplicative and wasteful of judicial and estate resources to litigate the same threshold issue in the Valuation Proceeding and again in this matter, particularly since the issue will be *sub judice* in the Valuation Proceeding in several weeks. Accordingly, Highland respectfully requests the Court stay all proceedings in connection with the Delaware Motion for Leave until there is a final, non-appealable determination in the Valuation Proceeding regarding whether or not HMIT

¹ This Court has jurisdiction over this case and this contested matter under 28 U.S.C. §§ 157(b) and 1334. Venue is proper in this district under 28 U.S.C. §§ 1408 and 1409 because, among other things, this dispute is a contested matter under the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* [Docket No. 1943-1] (the “**Plan**”) and involves the enforcement and construction of any right or remedy under the Claimant Trust Agreement or any act or omission of the Claimant Trustee acting in his capacity as such. Claimant Trust Agreement § 11.11. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan.

is a beneficiary of the Claimant Trust under the plain terms of the Plan and Claimant Trust Agreement and under applicable law.²

II. BACKGROUND

3. On December 7, 2022, the Court issued an order [Docket No. 3645] finding that an adversary proceeding was necessary with regard to the relief sought in a motion filed by The Dugaboy Investment Trust (“**Dugaboy**”) [Docket No. 3382 and Docket No. 3533] (the “**Valuation Motion**”), which sought a “determination by this Court of the current value of the estate and an accounting of the assets currently held by the Claimant Trust and available for distribution to creditors.”³

4. On May 10, 2023, Dugaboy and HMIT commenced the Valuation Proceeding by filing a complaint seeking essentially the same relief originally sought in the Valuation Motion. Highland filed a motion to dismiss the Valuation Proceeding on November 22, 2023 [Adv. Proc. 23-03038, Docket No. 13] (the “**Motion to Dismiss Valuation Complaint**”), asserting, among other arguments, that neither Dugaboy nor HMIT are beneficiaries of the Trust and, therefore, are not entitled to any of the relief sought in the Valuation Proceeding. Briefing on the Motion to Dismiss Valuation Complaint will be completed with the filing of Highland’s reply in support on January 19, 2024, and oral argument is scheduled for February 14, 2024 [Adv. Proc. 23-03038, Docket No. 19], after which this Court will determine, among other things, whether HMIT is a beneficiary of the Trust.⁴

² Alternatively, if the Court denies the Stay Motion (a “**Denial Order**”), Highland respectfully requests that the Court simultaneously enter an order granting Highland an extension of time to respond to the Delaware Motion for Leave equal to 21 days from the date any Denial Order is entered.

³ HMIT filed various pleadings in support of Dugaboy’s Valuation Motion. *See* Docket Nos. 3467, 3605, 3606, and 3638.

⁴ On March 28, 2023, HMIT filed a separate *Emergency Motion for Leave to File Verified Adversary Proceeding* [Docket No. 3699], which was later supplemented and modified [Docket Nos. 3760, 3815, and 3816] (collectively, the “**First Motion for Leave**”). On August 25, 2023, this Court denied the First Motion for Leave on the ground

5. This Court’s ruling on whether HMIT is a Claimant Trust beneficiary in the Valuation Proceeding (and following the inevitably ensuing appeals if HMIT does not prevail in this Court) will necessarily directly affect the viability of the Delaware Motion for Leave.

6. The Delaware Motion for Leave seeks leave under the Plan’s gatekeeper provision to file the five-count complaint attached to the Delaware Motion for Leave (the “**Proposed Delaware Complaint**”) in the Delaware Court of Chancery, principally to remove James Seery as trustee of the Claimant Trust. HMIT explicitly bases each of the five counts in the Proposed Delaware Complaint on HMIT’s allegation that, notwithstanding the plain terms of the Claimant Trust Agreement, it is somehow a beneficiary of the Claimant Trust under Delaware law.⁵

7. But whether HMIT is a Claimant Trust beneficiary under applicable law is already squarely before this Court in the Valuation Proceeding. A determination of HMIT’s status vis-à-vis the Claimant Trust is coming, and it is coming undoubtedly sooner than it would come were the Delaware Motion for Leave fully litigated and then appealed. Instead, such a determination in the Valuation Proceeding that HMIT is *not* a beneficiary would necessarily dispose of the Delaware Motion for Leave. This Court should stay all proceedings related to the Delaware Motion for Leave pending a final, non-appealable determination regarding whether or not HMIT is a

(among others) that HMIT lacked standing to assert the claims because it is not a beneficiary under the Claimant Trust. Docket No. 3903; *In re Highland Cap. Mgmt., L.P.*, 2023 Bankr. LEXIS 2104, 2023 WL 5523949 (Bankr. N.D. Tex. Aug. 25, 2023) (the “**Order Denying Leave**”). HMIT has appealed the Order Denying Leave to the United States District Court for the Northern District of Texas (Case No. 3:23-cv-02071-E) along with seven (7) related interlocutory orders entered in connection with the First Motion for Leave. Given the scope of the appeal, it is unclear whether the District Court will address the Bankruptcy Court’s determination that HMIT is not a beneficiary under the Claimant Trust.

⁵ On January 19, 2024, Highland will file a reply in further support of its motion to dismiss the Valuation Proceeding that will establish conclusively that HMIT—the holder of a mere unvested, contingent interest in the Trust—is not a beneficiary of the Claimant Trust for any purpose under the plain terms of the Plan, the Claimant Trust Agreement, or applicable law.

beneficiary of the Claimant Trust under the plain terms of the Plan, the Claimant Trust Agreement, and applicable law.

III. RELIEF REQUESTED AND BASIS FOR IT

8. Because this Court (or, ultimately, the Fifth Circuit Court of Appeals) will determine conclusively whether HMIT is a beneficiary of the Claimant Trust, and because such a determination—if adverse to HMIT—will dispose of the Delaware Motion for Leave, Highland respectfully urges the Court to conserve judicial resources and the time, effort, and expense of the litigants and stay all proceedings in connection with the Delaware Motion for Leave until a final, non-appealable order determines HMIT’s status vis-à-vis the Claimant Trust.⁶

9. Federal courts, including this Court, have the inherent power to control their own dockets and to stay proceedings when appropriate.⁷ The Fifth Circuit Court of Appeals has also recognized the power to stay proceedings as part of the court’s power to control its own docket and avoid wasting time and effort.⁸ Courts are sensitive to the prejudice a stay would have on the non-moving party, such as “the hardship of being forced to wait for an indefinite and ... lengthy time before their causes are heard.”⁹

10. Here, HMIT will not be harmed by a stay of its latest (third) motion for leave to sue under the gatekeeper provision. HMIT is litigating, right now, the issue of whether it is a beneficiary of the Claimant Trust in the Valuation Proceeding before this Court. Staying the Delaware Motion for Leave will not force HMIT to wait *any* time for that issue to be litigated and

⁶ Again, if the Court issues a Denial Order, Highland requests as alternative relief that its deadline to respond to the Delaware Motion for Leave be extended to the date that is 21 days after a Denial Order is entered. *See supra* n.2.

⁷ *See, e.g., Clinton v. Jones*, 520 U.S. 681, 706–07 (1997) (“the power to stay proceedings is incidental to the power inherent in every court to control the disposition of causes on its docket with economy of time and effort for itself, for counsel, and for litigants”) (citing *Landis v. N. Am. Co.*, 299 U.S. 248, 254–55 (1936)).

⁸ *See, e.g., United States v. Rainey*, 757 F.3d 234, 241 (5th Cir. 2014).

⁹ *Gold v. Johns-Manville Sales Corp.*, 723 F.2d 1068, 1076 (3d Cir. 1983) (citing *Landis*, 299 U.S. at 254–55).

decided, much less an “indefinite” or even “lengthy” time. Staying the Delaware Motion for Leave will have no effect on HMIT’s ability to litigate the issue of its contingent, unvested interest in the Claimant Trust. HMIT will not be harmed by a stay.

11. A stay will, however, significantly conserve resources for this Court and for these parties. There is no good reason to require the parties to brief and argue during the course of (likely) months of litigation an issue that will be determined by this Court in the Valuation Proceeding after argument on February 14, 2024. A final, non-appealable order on the fundamental, threshold issue of whether HMIT is a beneficiary under the Claimant Trust will apply to the Delaware Motion for Leave, either by disposing of that motion because HMIT is not a Claimant Trust beneficiary or by precluding Highland from arguing that HMIT is not a Claimant Trust beneficiary in opposing the Delaware Motion for Leave.¹⁰

12. A stay of the Delaware Motion for Leave serves common sense, is well within this Court’s discretion, and will allow HMIT full reign to litigate and appeal and appeal again the issue of whether it is a beneficiary of the Claimant Trust in the Valuation Proceeding already underway and significantly further along than the nascent Delaware Motion for Leave.

IV. CONCLUSION

13. For these reasons, the Court should grant this motion and stay all proceedings on the Delaware Motion for Leave until entry of a final, non-appealable order determining whether HMIT is or is not a beneficiary of the Claimant Trust under the plain terms of the Plan, the Claimant Trust Agreement, and applicable law.

¹⁰ In such case, Highland reserves, and does not waive, all other defenses available to it.

Dated: January 16, 2024

PACHULSKI STANG ZIEHL & JONES LLP

Jeffrey N. Pomerantz (admitted *pro hac vice*)
John A. Morris (admitted *pro hac vice*)
Gregory V. Demo (admitted *pro hac vice*)
Jordan A. Kroop (admitted *pro hac vice*)
Hayley R. Winograd (admitted *pro hac vice*)
10100 Santa Monica Boulevard, 13th Floor
Los Angeles, CA 90067
Tel: (310) 277-6910
Fax: (310) 201-0760
Email: jpomerantz@pszjlaw.com
jmorris@pszjlaw.com
gdemo@pszjlaw.com
jkroop@pszjlaw.com
hwinograd@pszjlaw.com

-and-

HAYWARD PLLC

/s/ Zachery Z. Annable

Melissa S. Hayward
Texas Bar No. 24044908
MHayward@HaywardFirm.com
Zachery Z. Annable
Texas Bar No. 24053075
ZAnnable@HaywardFirm.com
10501 N. Central Expy, Ste. 106
Dallas, Texas 75231
Tel: (972) 755-7100
Fax: (972) 755-7110

*Counsel for Highland Capital Management, L.P.,
and the Highland Claimant Trust*

CERTIFICATE OF CONFERENCE

I hereby certify that, on January 14, 2024, John A. Morris, counsel for Highland Capital Management, L.P., wrote to HMIT's counsel and requested that counsel let Mr. Morris know by January 16, 2024 at 2:00 p.m. Central Time whether HMIT was opposed or unopposed to the relief requested in the foregoing Motion. HMIT is **OPPOSED** to the relief requested in the Motion.

/s/ Zachery Z. Annable
Zachery Z. Annable

EXHIBIT 8

WILLKIE FARR & GALLAGHER LLP
Mark T. Stancil (admitted *pro hac vice*)
Joshua S. Levy (admitted *pro hac vice*)
1875 K Street, N.W.
Washington, D.C. 20006
(202) 303-1000
mstancil@willkie.com
jlevy@willkie.com

REED SMITH LLP
Omar J. Alaniz
Texas Bar No. 24040402
Lindsey L. Robin
Texas Bar No. 24091422
2850 N. Harwood St., Ste. 1500
Dallas, Texas 75201
(469) 680-4292

Attorneys for James P. Seery, Jr.

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

In re:	)	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P., ¹	)	Case No. 19-34054-sgj11
Reorganized Debtor.)	
)	

**JAMES P. SEERY, JR.’S JOINDER TO HIGHLAND CAPITAL MANAGEMENT, L.P.’S
MOTION TO STAY CONTESTED MATTER [DKT NO. 4000] OR FOR ALTERNATIVE
RELIEF AND EMERGENCY MOTION TO EXPEDITE HEARING ON
MOTION FOR STAY**

James P. Seery, Jr. (“**Mr. Seery**”) joins and adopts the reorganized debtor Highland Capital Management, L.P.’s *Motion to Stay a Contested Matter [Dkt No. 4000] or for Alternative Relief [Docket 4013]* (the “**Stay Motion**”) and *Emergency Motion to Expedite Hearing on Motion for Stay [Docket 4014]* (the “**Emergency Motion**”). For the reasons set forth in the Stay Motion and the Emergency Motion, Mr. Seery respectfully requests that the Court grant the relief requested therein.

¹ Highland’s last four digits of its taxpayer identification number are (8357). The headquarters and service address for Highland is 100 Crescent Court, Suite 1850, Dallas, TX 75201.



Mr. Seery respectfully requests that this Court enter an order (i) granting the relief requested in the Stay Motion and the Emergency Motion, and (ii) for any such other and further relief this Court deems just and appropriate.

Dated: January 22, 2024

WILLKIE FARR & GALLAGHER LLP

/s/ Joshua S. Levy

Mark T. Stancil (admitted *pro hac vice*)

Joshua S. Levy (admitted *pro hac vice*)

1875 K Street, N.W.

Washington, D.C. 20006

(202) 303-1000

mstancil@willkie.com

jlevy@willkie.com

-and-

REED SMITH LLP

Omar J. Alaniz

Texas Bar No. 24040402

Lindsey L. Robin

Texas Bar No. 24091422

2850 N. Harwood St., Ste. 1500

Dallas, Texas 75201

(469) 680-4292

Attorneys for James P. Seery, Jr.

CERTIFICATE OF SERVICE

The undersigned certifies that on January 22, 2024, a true and correct copy of the foregoing will be electronically mailed to the parties that are registered or otherwise entitled to receive electronic notices in this case pursuant to the Electronic Filing Procedures in the District.

/s/ Joshua S. Levy

Joshua S. Levy

EXHIBIT 9

I. INTRODUCTION

Before the court is a motion to dismiss (“Rule 12(b) Motion”) the above-referenced adversary proceeding (“Adversary Proceeding”).¹ The Rule 12(b) Motion was filed by the two Defendants named in the Adversary Proceeding: Highland Capital Management, L.P. (“Highland” or the “Reorganized Debtor”) and the Highland Claimant Trust (“Claimant Trust”). Highland obtained confirmation of a chapter 11 Plan² on February 22, 2021 (which Plan went effective on August 21, 2021). The Claimant Trust was established pursuant to the terms of the Plan and the Claimant Trust Agreement approved pursuant thereto. The Claimant Trust was created for the benefit of “Claimant Trust Beneficiaries,” which was defined under the Plan and the Claimant Trust Agreement to be the holders of allowed general unsecured (Class 8) and subordinated claims (Class 9) against Highland.

The Adversary Proceeding was brought more than two-years post-confirmation by Plaintiffs Hunter Mountain Investment Trust (“HMIT”) and The Dugaboy Investment Trust (“Dugaboy₂” and, together with HMIT, the “Plaintiffs”).³ These two Plaintiffs are controlled by Highland’s co-founder and former President and Chief Executive Officer, James D. Dondero (“Dondero”). The Plaintiffs held equity interests (i.e., limited partnership interests) in Highland. Pursuant to the terms of the Highland Plan, Plaintiffs now hold *unvested contingent interests* in the Claimant Trust—since the limited partnership interests in Highland were cancelled in exchange for unvested contingent interests in the Claimant Trust. These contingent interests will vest if, and

¹ *The Highland Parties’ Motion to Dismiss Complaint to (I) Compel Disclosures about the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiffs’ Interests in the Claimant Trust* (“Motion to Dismiss”), Dkt. No. 13. A memorandum of law in support of the Motion to Dismiss (“MTD Brief”) was filed at Dkt. No. 14.

² Capitalized terms not defined in this introduction shall be defined later herein.

³ *See Complaint to (I) Compel Disclosures about the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiff’s Interests in the Claimant Trust* (“Complaint”). Dkt. No. 1.

only if, the Claimant Trustee certifies that the Claimant Trust Beneficiaries (i.e., the Class 8 general unsecured claims and Class 9 subordinated claims under the Plan), have been paid in full *and* certain other obligations – primarily, the Claimant Trust’s significant indemnity obligations – have been satisfied.

In this Adversary Proceeding, Plaintiffs seek: (1) an order from the bankruptcy court compelling the Reorganized Debtor and the Claimant Trustee to disclose certain information about the assets and liabilities remaining in the Claimant Trust, and, if they are compelled to disclose that information, (2) a declaratory judgment regarding the relative value of those assets and liabilities, and (3) if assets exceed liabilities, a declaratory judgment that HMIT’s and Dugaboy’s unvested contingent interests in the Claimant Trust are likely to vest at some point in the future.

To be clear, it is undisputed that neither HMIT nor Dugaboy are currently Claimant Trust Beneficiaries under the terms of the Plan and Claimant Trust Agreement and that the vesting conditions under the terms of the Plan and Claimant Trust Agreement have not occurred.

Highland and the Claimant Trust filed their Motion to Dismiss, seeking a dismissal, with prejudice, of all three counts of the Complaint. For the following reasons, the court grants the Motion to Dismiss.

I. JURISDICTION

This court has jurisdiction to consider and determine this matter pursuant to 28 U.S.C. §§ 157(b)(1) and (b)(2)(A) and (O) and 1334.

II. BACKGROUND

A. The Bankruptcy Case and the Plan

Highland was a Dallas-based investment firm that was co-founded in 1993 by Dondero and Mark Okada. It managed billion-dollar investment portfolios and assets, both directly and indirectly, through numerous affiliates that were owned or controlled by Dondero. On October

16, 2019 (the “Petition Date”), Highland, with Dondero in control⁴ and acting as its CEO, president, and portfolio manager, and facing a myriad of massive, business litigation claims, filed for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware. The bankruptcy case was transferred to the Northern District of Texas, Dallas Division in December 2019.

Highland, a Delaware limited partnership, had three classes of limited partnership interests (Class A, Class B, and Class C) as of the Petition Date.⁵ The Class A interests were held by the Plaintiff Dugaboy, and also Mark Okada’s family trusts, and Strand Advisors, Inc. (the latter of which was an entity wholly owned by Dondero and was also Highland’s only general partner). The Class B and C interests were held by the Plaintiff HMIT.⁶

Very shortly after the Petition Date, the official committee of unsecured creditors (the “Committee”) threatened to seek the appointment of a chapter 11 trustee due to concerns over and distrust of Dondero, his numerous conflicts of interest, and his history of alleged mismanagement. Later, the United States Trustee actually moved for the appointment of a chapter 11 trustee. Under the specter of a possible appointment of a trustee, Highland engaged in substantial and lengthy negotiations with the Committee, resulting in a corporate governance settlement approved by this court on January 9, 2020.⁷ As a result of this corporate governance settlement, Dondero relinquished control of Highland and resigned his positions as officer or director of Highland and its general partner, Strand,⁸ although he stayed on with Highland as an unpaid portfolio manager.

⁴ Mark Okada resigned from his role with Highland prior to the Petition Date.

⁵ See *Disclosure Statement for the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P.* (“Disclosure Statement”) Art. II(D)4, at 20. Bankr. Dkt. No. 1473.

⁶ *Id.*

⁷ Bankr. Dkt. No. 339.

⁸ Dondero agreed to this settlement pursuant to a stipulation he executed and that was filed in connection with Highland’s motion to approve the settlement. See *Stipulation in Support of Motion of the Debtor for Approval of*

Three independent directors (“Independent Directors”) were chosen to lead Highland through its chapter 11 case: James P. Seery, Jr. (“Seery”), John S. Dubel, and retired bankruptcy judge Russell Nelms. Seery was appointed Highland’s Chief Executive Officer and Chief Restructuring Officer in July 2020.⁹ According to Seery’s testimony at various hearings, it was during subsequent negotiations regarding a plan for Highland that Dondero made a threat to “burn down the place” if Dondero’s own proposed plan terms were not accepted by the company and its creditors. Indeed, soon after Highland negotiated compromises with its major creditors in the case (*e.g.*, the Redeemer Committee of the Crusader Fund; Joshua Terry; Acis; UBS) and began pursuing a plan supported by those creditors, Dondero and entities under his control began engaging in substantial, costly, and time-consuming litigation in the Highland case.¹⁰ As the Fifth Circuit has described the situation, after Dondero’s plans failed, “he and others under his control began to frustrate the proceedings by objecting to settlements, appealing orders, seeking writs of mandamus, interfering with Highland’s management, threatening employees, and canceling trades between Highland and its clients.”¹¹

Highland’s negotiations with the Committee eventually culminated in the filing of the *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified)* (the

Settlement With the Official Committee of Unsecured Creditors Regarding Governance of the Debtor and Procedures for Operations in Ordinary Course, Bankr. Dkt. No. 338.

⁹ Bankr. Dkt. No. 854.

¹⁰ As mentioned earlier, after January 2020, Dondero stayed on at Highland as an unpaid portfolio manager. In October 2020, Dondero resigned from all positions with Highland and its affiliates in response to a demand by the Independent Directors made after Dondero’s purported threats and disruptions to the Debtor’s operations.

¹¹ *NexPoint Advisors, L.P. v. Highland Capital Mgt., L.P. (In re Highland Capital Mgt., L.P.)*, 48 F.4th 419, 426 (citing *Highland Cap. Mgmt., L.P. v. Dondero (In re Highland Capital Mgmt., L.P.)*, Ch. 11 Case No. 19-34054-SGJ11, Adv. No. 20-03190-SGJ11, 2021 WL 2326350, at *1, *26 (Bankr. N.D. Tex. June 7, 2021) where this court “[h]eld Dondero in civil contempt, sanctioning him \$100,000, and comparing this case to a ‘nasty divorce.’”).

“Plan”),¹² which was confirmed¹³ in February 2021 over the objections of Dondero and Dondero-controlled entities. The Plan, which became effective on August 21, 2021 (“Effective Date”), is essentially an “asset monetization” plan pursuant to which the Committee was dissolved, and four new entities were created: the Reorganized Debtor; a new general partner for the Reorganized Debtor called HCMLP GP, LLC; the Claimant Trust (administered by Seery, its trustee); and a Litigation Sub-Trust (administered by its trustee, Marc Kirschner). The Claimant Trust owns the limited partnership interests in the Reorganized Debtor, HCMLP GP LLC, and the Litigation Sub-Trust and is charged with winding down Highland over a three-year period by monetizing its assets and making distributions to the “Claimant Trust Beneficiaries,” as defined in the Plan and the CTA. General unsecured claims were classified as Class 8, and subordinated claims were classified as Class 9. Under the terms of the Plan, the holders of claims in Classes 8 and 9 received as of the Effective Date, in exchange for their claims, beneficial interests in the Claimant Trust and became “Claimant Trust Beneficiaries.” HMIT’s and Dugaboy’s former limited partnership interests in Highland were classified as Class 10 and Class 11, respectively. Under the terms of the Plan, these interests were cancelled in exchange for *unvested* contingent interests in the Claimant Trust (“Contingent Trust Interests”) that will vest if, and only if, the Claimant Trustee certifies that the Class 8 general unsecured claims and Class 9 subordinated claims have been paid in full, all disputed claims in Classes 8 and 9 have been resolved, *and* certain other obligations – primarily, the Claimant Trust’s significant indemnity obligations – have been satisfied.¹⁴ In other

¹² Bankr. Case Dkt. No. 1808.

¹³ The Plan was confirmed on February 22, 2021. *See Order (I) Confirming the Fifth Amended Plan of Reorganization of Highland Capital Management, L.P. (as Modified) and (II) Granting Related Relief* (“Confirmation Order”). Bankr. Dkt. No. 1943.

¹⁴ *See generally* Plan, Arts. III & IV.

words, HMIT and Dugaboy will become “Claimant Trust Beneficiaries” if, and only if, the vesting conditions occur.

B. Information Rights under the CTA

The Claimant Trust is a Delaware statutory trust established pursuant to the terms of that certain *Claimant Trust Agreement* (“CTA”), effective August 11, 2021, for the benefit of Claimant Trust Beneficiaries, which are defined in the CTA to be¹⁵

the Holders of Allowed General Unsecured Claims, Holders of Allowed Subordinated Claims, and, only upon certification by the Claimant Trustee that the Holders of such Claims have been paid indefeasibly in full plus, to the extent applicable, post-petition interest at the federal judgment rate in accordance with the terms and conditions set forth herein, Holders of Allowed Class B/C Limited Partnership Interests, and Holders of Allowed Class A Limited Partnership Interests.

Under the clear terms of the CTA, information rights are limited, and the Claimant Trustee has no duty to provide an accounting of the Claimant Trust’s assets to any party, including the Claimant Trust Beneficiaries.¹⁶ The CTA grants limited information rights solely to a “Claimant Oversight Board”¹⁷ and the Claimant Trust Beneficiaries:¹⁸

The Claimant Trustee shall provide quarterly reporting to the Oversight Board and Claimant Trust Beneficiaries of (i) the status of the Claimant Trust Assets, (ii) the balance of Cash held by the Claimant Trust (including in each of the Claimant Trust Expense Reserve and Disputed Claim Reserve), (iii) the determination and any re-

¹⁵ CTA § 1.1(h). The CTA was expressly incorporated into and is a part of the Plan. *See* Confirmation Order ¶ 25, at 27; Plan Art. IV(J). The final form of the CTA was filed with the court at docket number 1811-2, as modified by docket number 1875-4.

¹⁶ CTA § 3.12(a) (“Except as otherwise provided herein, nothing in this Agreement requires the Claimant Trustee to file any accounting”); § 5.2 (“The ownership of the beneficial interests in the Claimant Trust shall not entitle the Claimant Trust Beneficiaries to any title in or to the Claimant Trust Assets (which title shall be vested in the Claimant Trust) or to any right to call for a partition or division of the Claimant Trust Assets *or to require an accounting.*”) (emphasis added).

¹⁷ “Oversight Board” was defined in the CTA as “the board comprised of five (5) Members established pursuant to the Plan and Article III of this Agreement to oversee the Claimant Trustee’s performance of his duties and otherwise serve the functions set forth in this Agreement and those of the “Claimant Trust Oversight Committee” described in the Plan. Subject to the terms of this Agreement, the initial Members of the Oversight Board shall be: (i) Eric Felton, as representative of the Redeemer Committee; (ii) Josh Terry, as representative of Acis; (iii) Elizabeth Kozlowski, as representative of UBS; (iv) Paul McVoy, as representative of Meta-e Discovery; and (v) David Pauker.”

¹⁸ CTA § 3.12(b).

determination, as applicable, of the total amount allocated to the Disputed Claim Reserve, (iv) the status of Disputed Claims and any resolutions thereof, (v) the status of any litigation, including the pursuit of the Causes of Action, (vi) the Reorganized Debtor's performance, and (vii) operating expenses; provided, however, that the Claimant Trustee may, with respect to any Member of the Oversight Board or Claimant Trust Beneficiary, redact any portion of such reports that relate to such Entity's Claim or Equity Interest, as applicable and any reporting provided to Claimant Trust Beneficiaries may be subject to such Claimant Trust Beneficiary's agreement to maintain confidentiality with respect to any non-public information.

Nothing in the Plan or the CTA grants any other information rights, and, in fact, the CTA makes clear that the Claimant Trust Beneficiaries do not have any information rights outside of those limited information rights set forth in the CTA,¹⁹ which do not include rights to the granular asset and subsidiary level information that the Plaintiffs are asking for in their Complaint (as later further discussed).

As earlier noted, the Claimant Trust Beneficiaries are defined in the CTA to be only the holders of allowed Class 8 general unsecured claims and allowed Class 9 subordinated claims unless and until the Contingent Trust Interests held by the holders of the former limited partnership interests (classified in Classes 10 and 11 under the Plan) vest, at which point, the Class 10 and Class 11 claimants will become Contingent Trust Beneficiaries.²⁰ The CTA specifically provides that the holders of Contingent Trust Interests "shall not have any rights under this Agreement" and will not "be deemed 'Beneficiaries' under this Agreement," "unless and until" they vest in accordance with the Plan and the CTA and the Claimant Trustee files with the Bankruptcy Court a certification that all holders of general unsecured claims have been indefeasibly paid in full,

¹⁹ CTA § 5.10(a) ("The Claimant Trust Beneficiaries shall have no rights other than those set forth in this Agreement, the Confirmation Order, or the Plan (including any Plan Supplement documents incorporated therein).").

²⁰ See CTA § 1.1(h); Plan Art. I.B.27.

including, as to Class 8 claims, “all accrued and unpaid post-petition interest consistent with the Plan and all Disputed Claims have been resolved (the ‘GUC Payment Certification’).”²¹

C. The Complaint and Motion to Dismiss

1. The Complaint

On May 10, 2023, HMIT and Dugaboy filed the Complaint in this Adversary Proceeding, asserting one claim for equitable relief and, if the court grants the request for equitable relief, two claims for declaratory relief.

In Count I,²² entitled “First Claim for Relief - Disclosures of Claimant Trust Assets and Request for Accounting,” Plaintiffs seek an order compelling Highland and the Claimant Trust “to provide information regarding the Claimant Trust assets, including the amount of cash and the remaining non-cash assets, and details of all transactions that have occurred since the [alleged] wall of silence was erected, and all liabilities.”²³ Plaintiffs acknowledge in their Complaint that, under the terms of the Plan and the CTA, they are not entitled to the information they seek: While “[t]he Plan requires the Claimant Trustee to determine the fair market value of the Claimant Trust Assets as of the Effective Date and to notify the applicable Claimant Trust Beneficiaries of such a valuation, as well as distribute tax information to Claimant Trust Beneficiaries as appropriate[,]”²⁴ . . . ***no like information regarding valuation of the Claimant Trust Assets is available to Plaintiffs as holders of Contingent Claimant Trust Interests . . .***²⁵ Thus, Plaintiffs seek equitable relief

²¹ See CTA § 5.1(c).

²² For ease of reference, the court will refer to the Plaintiffs’ “First Claim for Relief,” “Second Claim for Relief,” and “Third Claim for Relief” as Count I, Count II, and Count III, respectively.

²³ Complaint ¶¶ 82-88.

²⁴ *Id.* ¶ 75 (citing Plan, Art. IV(B)(9)).

²⁵ *Id.* ¶ 76.

in Count I – an order compelling the Highland Parties to disclose information that Plaintiffs admit they are not otherwise entitled to under the terms of the Plan and the CTA.

In Count II, entitled “Second Claim for Relief – Declaratory Judgment Regarding Value of Claimant Trust Assets,” Plaintiffs seek a declaratory judgment and “determination from the Court of the relative value of the Claimant Trust assets compared to the bankruptcy estate obligations,” “[o]nce Defendants are compelled to provide information about the Claimant Trust assets.”²⁶

Finally, in Count III, entitled “Third Claim for Relief – Declaratory Judgment and Determination Regarding Nature of Plaintiffs’ Interests,” the Plaintiffs seek a declaratory judgment and determination, “[i]n the event that the Court determines that the Claimant Trust assets exceed the obligations of the bankruptcy estate in an amount sufficient so that all Allowable Claims may be indefeasibly paid . . . that the conditions are such that their Contingent Claimant Trust Interests are likely to vest into Claimant Trust Interests, making them Claimant Trust Beneficiaries.”²⁷ HMIT and Dugaboy, by asking the court for a declaratory judgment that “the conditions are such that their Contingent Claimant Trust Interests *are likely to vest* into Claimant Trust Interests, making them Claimant Trust Beneficiaries”²⁸ (if the court first grants the equitable relief requested in Count I and the declaratory relief in Count II), admit and acknowledge that they are *not* Claimant Trust Beneficiaries and that their Claimant Trust Interests *have not vested* under the terms of the Plan and CTA. In fact, HMIT and Dugaboy clarify in footnote 6, with respect to Count III, that “[they] do not ask the Court to determine that they are Claimant Trust Beneficiaries or otherwise to convert their contingent interests into non-contingent interests[,]” and they

²⁶ *Id.* ¶¶ 89-92, at 26. The court notes that Plaintiffs’ request for declaratory relief in Count II is predicated on the court granting the equitable relief sought in Count I.

²⁷ *Id.* ¶¶ 93-95, at 27. The court notes that Plaintiffs’ request for declaratory relief in Count III is predicated on the court granting the declaratory relief sought in Count II, which (as noted) is, in turn, predicated on the court granting the equitable relief sought in Count I.

²⁸ *Id.* ¶ 94, at 27 (emphasis added).

acknowledge that “[a]ll of that must be done according to the terms of the Plan and the Claimant Trust Agreement.”²⁹

2. The Valuation Motion, Precursor to the Complaint

This is not the first time Plaintiffs have sought a valuation and accounting from the Claimant Trustee. In fact, the Complaint was filed after two prior efforts by the Plaintiffs to seek a valuation and accounting for the purported purpose of having the court determine that the Claimant Trust assets exceeded liabilities such that they were “in the money” and therefore, they argued, their Contingent Trust Interests were likely to vest in the near future. The first time was via a motion³⁰ that Dugaboy (with the support of HMIT)³¹ filed in June 2022, that this court denied³² on the ground that it was procedurally defective – that the claims for equitable and declaratory relief sought therein must be brought as an adversary proceeding. Specifically, this court held that, in asking the court to determine whether Dugaboy was “in the money” and whether “its status as a holder of a ‘Contingent Trust Interest’ [would] soon spring into the status of a ‘Claimant Trust Beneficiary,’” the Valuation Motion was asking “for the court to determine the extent of Dugaboy’s interest in the property in the Creditor’s Trust,” which is a “proceeding to

²⁹ *Id.* ¶ 94 n.6, at 27.

³⁰ On June 30, 2022, Dugaboy filed a *Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust* in which Dugaboy sought “a determination by this Court of the current value of the estate and an accounting of the assets currently held the [sic] Claimant Trust and available for distribution to creditors” and, on September 21, 2022, a *Supplemental and Amended Motion for Determination of the Value of the Estate and Assets Held by the Claimant Trust* in which Dugaboy further stated that “the Court should conduct an evidentiary hearing and require disclosure by the Reorganized Debtor and Claimant Trustee of the value of the estate and all assets held by Claimant Trust that are available for distribution to creditors and residual equity holders.” (together, the “Valuation Motion”). In the Valuation Motion, the movants sought a determination of the value of the assets of the Claimant Trust and the entry of “an order: (i) finding that Dugaboy has standing in these bankruptcy proceedings under 11 U.S.C. § 1109(b), Delaware trust law, and Article III of the United States Constitution; and (ii) setting an evidentiary hearing to ascertain the assets currently available for distribution to allowed claimants, to determine the current value of those assets, and to determine whether there is a potential for settling the estate now”

³¹ HMIT filed a *Limited Response in Support of Certain Requested Relief* on August 24, 2022.

³² See *Order Denying Motion [DE #3383] and Supplemental Motion [DE #3533] of Dugaboy Investment Trust Due to Procedural Deficiency: Adversary Proceeding is Required* (“Order Denying Valuation Motion”), entered on December 20, 2022. Bankr. Dkt. No. 3645.

determine the validity, priority, or extent of . . . [an] interest in property” under Fed. R. Bankr. P. 7001(2) that must be brought as an adversary proceeding.³³ Additionally, the court held that the movants’ request for the court to make a determination of the current value of the estate and for an accounting of the Claimant Trust assets was a request for equitable relief that was not provided for in the Plan, and that such a request must be brought via an adversary complaint pursuant to Fed. R. Bankr. P. 7001(7).³⁴ Finally, the court held that the request in the Valuation Motion clearly was requesting a declaratory judgment as to the value of assets, the extent of Dugaboy’s and HMIT’s interests in assets, and ultimately, “a declaration as to Dugaboy’s standing” that should be brought as an adversary proceeding under the terms of Fed. R. Bankr. P. 7001(9) as “a proceeding to obtain declaratory judgment relating to any of the foregoing [types of procedures listed in Rule 7001].”³⁵ Accordingly, the court denied the Valuation Motion “for procedural deficiency[,] without prejudice to the filing of an adversary proceeding.”³⁶

Next, Dugaboy and HMIT filed a motion seeking leave from this court to file the Complaint, pursuant to the “Gatekeeper Provisions” of the court’s prior orders and the Plan (which have been discussed at length in various Highland opinions),³⁷ but then withdrew the motion for leave (the “Withdrawn Motion for Leave”), after Highland agreed at a status conference held on April 24, 2023 that leave of court was not necessary for the filing of this particular Adversary

³³ Order Denying Valuation Motion, 4.

³⁴ *Id.* Fed. R. Bankr. P. 7001(7) states that “a proceeding to obtain an injunction or other equitable relief, except when a . . . chapter 11 plan provides for the relief” is an adversary proceeding governed by Bankruptcy Rules 7001 *et seq.*

³⁵ *See id.* at 6 (quoting Fed. R. Bankr. P. 7001(9)).

³⁶ *Id.* at 6.

³⁷ *E.g., NexPoint Advisors, L.P. v. Highland Capital Management, L.P. (In re Highland Capital Management, L.P.)*, 48 F.4th 419, 439 (5th Cir. 2022) (Fifth Circuit upheld “Gatekeeper Provisions” approved by the bankruptcy court in this case, that required persons to obtain leave of the bankruptcy court before initiating action against certain parties).

Proceeding.³⁸ Plaintiffs then filed the Complaint that initiated this Adversary Proceeding on May 10, 2023.

3. *Meanwhile, HMIT Files Gatekeeper Motion for Leave to File a Different Adversary Proceeding against the Claimant Trustee and Others Regarding Claims Trading*

Meanwhile, HMIT filed a separate *Emergency Motion for Leave to File Verified Adversary Proceeding* (“HMIT Motion for Leave Regarding Claims Trading”),³⁹ which was later supplemented and modified.⁴⁰ HMIT’s Motion for Leave Regarding Claims Trading should not be confused with its (and Dugaboy’s) earlier Withdrawn Motion for Leave, just discussed. In the HMIT Motion for Leave Regarding Claims Trading, it sought leave pursuant to the Gatekeeper Provisions to sue Highland, Seery (i.e., the Claimant Trustee), and certain purchasers of large unsecured claims based upon allegations of “insider trading” and breach of fiduciary duty. A hearing was held on the HMIT Motion for Leave Regarding Claims Trading, following which the court took the matter under advisement.

While the matter was pending under advisement, Dondero and certain of his controlled entities (the “Dondero Parties”) filed a *Motion to Stay and to Compel Mediation* (the “Mediation Motion”),⁴¹ which was granted, in part, on August 2, 2023.⁴² In compliance with an agreed-upon court order⁴³ and in furtherance of mediation, Highland filed a *pro forma* adjusted balance sheet

³⁸ In confirming that Highland had agreed that a gatekeeper motion would not be necessary “since the adversary would just be seeking a valuation and not monetary or other relief,” Highland’s counsel reported that Highland “does not believe [HMIT] or Dugaboy is entitled to any information whatsoever” and that “[t]hey certainly have no legal right to the information [which is] why they have to pursue . . . an equitable claim.” Transcript of April 24, 2023 Status Conference, 4:7-23. Bankr. Dkt. No. 3765.

³⁹ Bankr. Dkt. No. 3699 (filed on March 28, 2023).

⁴⁰ See Bankr. Dkt. Nos. 3760, 3815, and 3816.

⁴¹ Bankr. Dkt. No. 3757.

⁴² Bankr. Dkt. No. 3897.

⁴³ Bankr. Dkt. No. 3870.

(“Pro Forma Adjusted Balance Sheet”) for the Claimant Trust,⁴⁴ which disclosed a May 31, 2023 point-in-time \$152 million in assets (of which only \$37 million was cash or restricted cash) and \$130 million in liabilities, for a total equity value of \$22 million. The information disclosed on the Pro Forma Adjusted Balance Sheet was consistent with information that had already been filed in the Bankruptcy Case in certain “Post-Confirmation Reports” as of April 2023.⁴⁵ Highland and the Claimant Trustee represent that the Post-Confirmation Reports were “enhanced” and publicly filed to provide interested parties substantially more information than was required, and that these disclosures should have resolved any good faith dispute around receiving sufficient information with which to make a global settlement offer.⁴⁶ In any event, the Pro Forma Adjusted Balance Sheet and Post-Confirmation Reports are now central to Highland and the Claimant Trustee’s “mootness” argument later discussed herein.

On August 25, 2023, the court issued a 105-page memorandum opinion and order denying HMIT’s Motion for Leave Regarding Claims Trading (“Order Denying Leave to Bring Claims Pertaining to Claims Trading”)⁴⁷ on multiple grounds, including on the bases that: (a) HMIT lacked constitutional standing to bring the claims; (b) even if it had constitutional standing, it lacked prudential standing under Delaware trust law to bring the claims; and (c) the proposed claims also were not “colorable” claims that the court, pursuant to its gatekeeping function under the Gatekeeper Provisions, should allow HMIT to bring. The court found, among other things, that HMIT was not a “Claimant Trust Beneficiary” and not a “beneficial owner” of the Claimant Trust. The court further determined that HMIT should not be treated as a “Claimant Trust

⁴⁴ Bankr. Dkt. No. 3872 (filed July 6, 2023).

⁴⁵ See Bankr. Dkt. Nos. 3756 and 3757 (“Post-Confirmation Reports”).

⁴⁶ MTD Brief ¶ 20, at 10.

⁴⁷ Bankr. Dkt. No. 3904.

Beneficiary” after both “considering the current value of the Claimant Trust Assets” and the allegations of wrongful conduct by the Claimant Trustee, as the court “does not have the power to equitably deem HMIT’s Contingent Trust Interest to be vested.” The court noted that “HMIT’s status as a ‘beneficiary’ of the Claimant Trust is defined by the CTA itself, pure and simple,” and it was undisputed that HMIT’s Contingent Trust Interest had not vested yet under the terms of the Plan and the CTA.

On September 8, 2023, HMIT filed a motion to reconsider (“HMIT’s Motion to Reconsider Lack of Standing”)⁴⁸ the Order Denying Leave to Bring Claims Pertaining to Claims Trading. HMIT argued that the court should reconsider its ruling because the Pro Forma Adjusted Balance Sheet, filed in July 2023 (after the court took the HMIT Motion for Leave Regarding Claims Trading under advisement, but before the court issued its August 2023 Order Denying Leave to Bring Claims Pertaining to Claims Trading, established that (1) the value of the Claimant Trust assets exceeded liabilities; (2) HMIT was “in the money”; and (3) its unvested Contingent Trust Interest was likely to vest and, therefore, HMIT had both constitutional and prudential standing as a Claimant Trust Beneficiary to bring the proposed claims.

On October 6, 2023, the court entered an order denying reconsideration (“Order Denying HMIT’s Motion to Reconsider Lack of Standing”),⁴⁹ finding that the Pro Forma Adjusted Balance sheet did not “demonstrate that HMIT’s contingent interest [wa]s ‘in the money,’” noting that HMIT d[id] not give proper attention to the voluminous supplemental notes” in the Pro Form Adjusted Balance Sheet that are “integral to understanding the numbers therein.”⁵⁰ In addition

⁴⁸ Bankr. Dkt. No. 3905.

⁴⁹ Bankr. Dkt. No. 3936.

⁵⁰ Order Denying HMIT’s Motion to Reconsider Lack of Standing, 3 (citing Notes 5 and 6 of the Balance Sheet, which show that Highland will operate at an “operating loss prospectively,” and that the administrative expenses and legal fees continue to deplete assets, with “significant and widespread litigation result[ing] in massive indemnification obligations, as well as massive, continuing legal fees and expenses”).

this court also found that the Pro Forma Adjusted Balance Sheet did not constitute “newly discovered evidence” because it did not contain information that was materially different from the information disclosed in the Post-Confirmation Reports, filed three months earlier.⁵¹

4. *The Rule 12(b) Motion*

As noted earlier, this Adversary Proceeding was briefly stayed pending a court-ordered⁵² mediation that ultimately proved to have been unsuccessful.⁵³ Then, on November 22, 2023, Highland and the Claimant Trustee filed their Rule 12(b) Motion that is now pending before the court.⁵⁴

In their Rule 12(b) Motion, Highland and the Claimant Trustee seek a dismissal of Counts I and III pursuant to Rule 12(b)(1) of the Federal Rules of Civil Procedure⁵⁵ (made applicable herein pursuant to Rule 7012 of the Federal Rules of Bankruptcy Procedure⁵⁶) for ***lack of subject matter jurisdiction***—specifically, Counts I and III based on ***mootness***, and Count III based on the additional ground that Plaintiffs seek an ***impermissible advisory opinion***. Thus, there is no ***justiciable controversy*** with respect to either of these counts. In addition to the lack of subject matter arguments, Highland and the Claimant Trustee also seek dismissal of Count III on the basis that the Plaintiffs are ***collaterally estopped*** from bringing the claim for declaratory relief. Finally,

⁵¹ *Id.* at 2-3.

⁵² See, Bankr. Dkt. No. 3879, which was entered on August 2, 2023, granting, in part, the April 20, 2023 *Motion to Stay and to Compel Mediation* [Bankr. Dkt. No. 3752] filed by Dondero and certain of his affiliates in the main bankruptcy case.

⁵³ See *Joint Notice of Mediation Report* (filed on November 7, 2023). Bankr. Dkt. No. 3964.

⁵⁴ See *Order Approving Stipulation and Proposed Scheduling Order* (entered on November 21, 2023). Dkt. No. 12.

⁵⁵ Hereinafter, the court shall refer to a rule of the Federal Rules of Civil Procedure as “Rule ____.”

⁵⁶ Hereinafter, the court shall refer to a rule of the Federal Rules of Bankruptcy Procedure as “Bankruptcy Rule ____.”

the Highland Parties seek dismissal of all three counts pursuant to Rule 12(b)(6) (made applicable herein by Bankruptcy Rule 7012) for *failure to state a claim upon which relief can be granted*.⁵⁷

The court has considered the Rule 12(b) Motion, HMIT's and Dugaboy's response⁵⁸ in opposition, and the reply thereto.⁵⁹ Oral arguments were heard on February 14, 2024, following which this court took the matter under advisement.⁶⁰ Having considered all of this, the undisputed facts set forth in the Complaint, and certain facts of which this court takes judicial notice, and for the following reasons, this court concludes that: (a) it does not lack subject matter jurisdiction over Count I of the Complaint but that HMIT and Dugaboy have failed to state a claim upon which relief can be granted as to Count I, and thus, Count I should be dismissed pursuant to Rule 12(b)(6); (b) that Count II of the Complaint is not justiciable and that, pursuant to Rule 12(b)(1) and Rule 12(h)(3), Count II of the Complaint should be dismissed for lack of subject matter jurisdiction; and, (c) Count III of the Complaint is not justiciable and that, pursuant to Rule 12(b)(1), Count III of the Complaint should be dismissed for lack of subject matter jurisdiction.

III. CONCLUSIONS OF LAW

A. Legal Standards

“When a Rule 12(b)(1) motion is filed in conjunction with other Rule 12 motions, the court should consider the Rule 12(b)(1) jurisdictional attack before addressing any attack on the merits.” *Ramming v. United States*, 281 F.3d 158, 161 (5th Cir. 2001) (citation omitted). “Moreover, when a complaint could be dismissed for both lack of jurisdiction and failure to state a claim, the court

⁵⁷ See generally MTD Brief, 11-25.

⁵⁸ *The Dugaboy Investment Trust and Hunter Mountain Investment Trust's Response to the Highland Parties' Motion to Dismiss Complaint to (I) Compel Disclosures about the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiffs' Interest in the Claimant Trust* (“Response”). Dkt. No. 17.

⁵⁹ *The Highland Parties' Reply in Further Support of Motion to Dismiss Complaint* (“Reply”). Dkt. No. 21.

⁶⁰ A transcript of the February 14 hearing was filed on February 20, 2024. Dkt. No. 25.

should dismiss only on the jurisdictional ground under Rule 12(b)(1), without reaching the questions of failure to state a claim under Rule 12(b)(6)—a “practice [that] prevents courts from issuing advisory opinions.” *Crenshaw-Logal v. City of Abilene, Texas*, 436 F. App’x 306 (5th Cir. 2011) (cleaned up). “The practice also prevents courts without jurisdiction ‘from prematurely dismissing a case with prejudice.’” *Id.* (quoting *Ramming*, 281 F.3d at 161). Thus, the court will address the Rule 12(b)(1) issues and, then, to the extent the court finds that it has subject matter jurisdiction over any of the claims asserted by the Plaintiffs, the court will address the separate collateral estoppel argument and whether the Plaintiffs have failed to state a claim upon which relief can be granted.

1. Rule 12(b)(1) – Lack of Subject Matter Jurisdiction

As noted, the Defendants argue that the court lacks subject matter jurisdiction over Plaintiffs’ claims asserted in Counts I and III of their Complaint, and, therefore, they must be dismissed pursuant to Rule 12(b)(1). The court notes that, pursuant to Rule 12(h)(3), the court “must dismiss the action” “if [it] determines at any time that it lacks subject matter jurisdiction,” whether the issue is raised by a party or *sua sponte* by the court. This is so because federal courts have a “constitutional duty . . . to decline subject matter jurisdiction where it does not exist—and that is so whether the parties challenge Article III standing or not.” *Abraugh v. Altimus*, 26 F.4th 298, 304 (5th Cir. 2022).

Under Article III of the Constitution, a federal court “may only adjudicate actual, ongoing controversies.” *Shemwell v. City of McKinney, Texas*, 63 F.4th 480, 483 (5th Cir. 2023) (citing *Honig v. Doe*, 484 U.S. 305, 317 (1988)). and thus “[w]hether a case or controversy remains live throughout litigation is a jurisdictional matter.” *Id.* (citations omitted). “If a dispute is not a proper case or controversy, the courts have no business deciding it, or expounding the law in the course of doing so.” *DaimlerChrysler Corp. v. Cuno*, 547 U.S. 332, 341 (2006). As noted by the Supreme

Court, “the doctrines of [constitutional standing,] mootness, ripeness, and political question all originate in Article III’s ‘case’ or ‘controversy’ language.” *Id.* at 352 (citations omitted). The justiciability requirement found in Article III forms the basis of the overarching and, at times, overlapping well-settled rule that federal courts are not permitted to issue advisory opinions. *See Su v. F Elephant, Inc. (In re TMT Procurement Corp.)*, No. 21-20146, 2022 WL 38985, at *2 (5th Cir. Jan. 4, 2022) (“[T]he federal courts established pursuant to Article III of the Constitution do not render advisory opinions,’ and parties must articulate ‘concrete legal issues, presented in actual cases, not abstractions.’”) (quoting *Golden v. Zwickler*, 394 U.S. 103, 108 (1969) (quoting *United Public Workers of America (C.I.O.) v. Mitchell*, 330 U.S. 75, 89 (1947))). The Fifth Circuit in *Shemwell*⁶¹ recently expounded on the “interplay among the justiciability doctrines” that are “rooted in the Constitution”:

Our justiciability doctrines – including mootness – are rooted in the Constitution. Under Article III of the Constitution, this court may only adjudicate actual, ongoing controversies. Accordingly, whether a case or controversy remains live throughout litigation is a jurisdictional matter. Reframed in the familiar taxonomy of standing and ripeness, this means that, throughout the litigation, the plaintiff must have suffered, or be threatened with, an actual injury traceable to the defendant and likely to be redressed by a favorable judicial decision. Or, as the Court has sometimes articulated the interplay among the justiciability doctrines, standing generally assesses whether the [requisite] interest exists at the outset, while the doctrine of mootness considers whether it exists throughout the proceedings.

The Supreme Court has interpreted the “cases” and “controversies” language in Article III “to demand that an actual controversy be extant at all stages of review, not merely at the time the complaint is filed,” and, thus, “[i]f an intervening circumstance deprives the plaintiff of a personal stake in the outcome of the lawsuit, at any point during litigation, the action can no longer proceed and must be dismissed as moot.” *Campbell-Ewald Co. v. Gomez*, 577 U.S. 153, 160-161 (2016)

⁶¹ 63 F.4th at 483.

(cleaned up); *see also* *Center for Individual Freedom v. Carmouche*, 449 F.3d 655, 661 (5th Cir. 2006) (“Mootness is the doctrine of standing in a time frame. The requisite personal interest that must exist at the commencement of litigation (standing) must continue throughout its existence (mootness).”) (cleaned up). “A case becomes moot, however, only when it is impossible for a court to grant any effectual relief whatever to the prevailing party.” *Campbell-Ewald*, 577 U.S. at 161 (cleaned up). In other words, “A case becomes moot—and therefore no longer a ‘Case’ or ‘Controversy’ for purpose of Article III—when the issues presented are no longer ‘live’ or the parties lack a legally cognizable interest in the outcome” and “no matter how vehemently the parties continue to dispute the lawfulness of the conduct that precipitated the lawsuit, the case is moot if the dispute is no longer embedded in any actual controversy about the plaintiffs’ particular legal rights.” *Yarls v. Bunton*, 905 F.3d 905, 909 (5th Cir. 2018) (cleaned up).

As alluded to above, ripeness is another justiciability doctrine that originates in Article III’s “case” or “controversy” requirement. *See also* *Orix Credit Alliance, Inc. v. Wolfe*, 212 F.3d 891, 895 (5th Cir. 2000) (quoting *Abbott Laboratories v. Gardner*, 387 U.S. 136, 148-49 (1967) (“Ripeness is a constitutional prerequisite to the exercise of jurisdiction.”)). “Ripeness ‘separates those matters that are premature because the injury is speculative and may never occur from those that are appropriate for judicial review.’” *In re Boyd Veigel, P.C.*, 575 F. App’x 393, 396 (5th Cir. 2014) (quoting *United Transp. Union v. Foster*, 205 F.3d 851, 857 (5th Cir. 2000) and citing and quoting *United Pub. Workers v. Mitchell*, 330 U.S. 75, 89 (1947) on the doctrine of ripeness). The Fifth Circuit set forth the standard for determining whether a dispute is ripe for adjudication in *New Orleans Pub. Serv., Inc. v. Council of New Orleans*, 833 F.2d 583 (5th Cir. 1987): “A court should dismiss a case for lack of ‘ripeness’ when the case is abstract or hypothetical. . . . A case is generally ripe if any remaining questions are purely legal ones; conversely, a case is not ripe if

further factual development is required.” *Orix*, 212 F.3d at 895 (quoting *id.* at 586-87) (additional citations omitted).

As noted by the *Orix* court, “[m]any courts have recognized that applying the ripeness doctrine in the declaratory judgment context presents a unique challenge.” When considering a declaratory judgment action (and Plaintiffs here are seeking declaratory relief in Counts II and III), the court must first determine whether the action is justiciable, as the court must do in connection with all claims for relief. Under the federal Declaratory Judgment Act, “any court of the United States” is authorized to “declare the rights and other legal relations” of parties in “a case of actual controversy.” 28 U.S.C. § 2201; Fed. R. Civ. P. 57; *see also Texas Cent. Bus. Lines Corp. v. City of Midlothian*, 669 F.3d 525, 534 (5th Cir. 2012). “That controversy must be of a justiciable nature, thus excluding an advisory decree upon a hypothetical state of facts.” *Id.* (cleaned up).⁶² The “unique challenge” that applying the ripeness doctrine to requests for declaratory judgment presents arises from the fact that declaratory judgments are “typically sought before a completed ‘injury-in-fact’ has occurred,” *Orix*, 212 F.3d at 896 (quoting *Foster*, 205 F.3d 851, 857 (5th Cir. 2000)), and, “declaratory actions contemplate an ‘ex ante determination of rights’ that ‘exists in some tension with traditional notions of ripeness.’” *Orix*, 212 F.3d at 896 (quoting *Rhode Island v. Narragansett Indian Tribe*, 19 F.3d 685, 692 (1st Cir. 1994)). Notwithstanding this tension that exists in applying the justiciability requirements to declaratory judgment actions, “a declaratory judgment action, like any other action, must be ripe in order to be justiciable.” *Id.* “Thus, courts will not grant declaratory judgments unless the suit is ripe for review.” *Boyd Veigel*, 575 F. App’x at 396 (citing *Foster*, 205 F.3d at 857); *see also Mitchell*, 330 U.S. at 89 (“As is well known the federal courts established pursuant to Article III of the Constitution do not render advisory

⁶² The Fifth Circuit “interprets the § 2201 ‘case or controversy’ requirement to be coterminous with Article III’s ‘case or controversy’ requirement.” *Id.* (quoting *Hosein v. Gonzales*, 452 F.3d 401, 403 (5th Cir. 2006)).

opinions. For adjudication of constitutional issues, concrete legal issues, presented in actual cases, not abstractions are requisite. This is as true of declaratory judgments as any other field.”) (cleaned up).

In addressing the ripeness doctrine in the declaratory judgment context, the Fifth Circuit has stated that “the question in each case is whether the facts alleged, under all the circumstances, show that there is a substantial controversy, between parties having adverse legal interests, of sufficient immediacy and reality to warrant the issuance of a declaratory judgment,” *Boyd Veigel*, 575 F. App’x at 396 (quoting *Md. Cas. Co. v. Pac. Coal & Oil Co.*, 312 U.S. 270, 273 (1941)), and that “[w]hether particular facts are sufficiently immediate to establish an actual controversy is a question that must be addressed on a case-by-case basis. *Orix*, 212 F.3d at 896 (citations omitted). “The controversy must be such that it can presently be litigated and decided and not hypothetical, conjectural, conditional or based upon the possibility of a factual situation that may never develop.” *Val-Com Acquisitions Tr. v. Chase Home Fin., L.L.C.*, 434 F. App’x 395, 395-96 (5th Cir. 2011) (cleaned up).

“The burden of proof for a Rule 12(b)(1) motion to dismiss is on the party asserting jurisdiction, so the plaintiff constantly bears the burden of proof that jurisdiction does in fact exist.” *Shemwell v. City of McKinney, Texas*, 63 F.4th 480, 483 (5th Cir. 2023) (citing *id.*) (cleaned up) *see also Val-Com*, 434 F. App’x at 396 (“The plaintiffs have the burden of establishing the existence of an actual controversy under the [Declaratory Judgment] Act.”). “Lack of subject matter jurisdiction may be found in any one of three instances: (1) the complaint alone; (2) the complaint supplemented by undisputed facts evidenced in the record; or (3) the complaint supplemented by undisputed facts plus the court's resolution of disputed facts.” *Ramming v. United States*, 281 F.3d 158, 161 (5th Cir. 2001).

2. Rule 12(b)(6) – Failure to State a Claim upon which Relief Can Be Granted

As noted, Highland and the Claimant Trust also argue that all three counts of the Complaint should be dismissed pursuant to Rule 12(b)(6), made applicable herein by Bankruptcy Rule 7012, because Plaintiffs have failed “to state a claim upon which relief can be granted.” To survive a motion to dismiss pursuant to Rule 12(b)(6), a plaintiff must plead “enough facts to state a claim to relief that is plausible on its face.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). “A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). “The plausibility standard is not akin to a ‘probability requirement,’ but it asks for more than a sheer possibility that a defendant has acted unlawfully.” *Id.* (quoting *Twombly*, 550 U.S. at 556). “Where a complaint pleads facts that are ‘merely consistent with’ a defendant’s liability, it ‘stops short of the line between possibility and plausibility of entitlement to relief.’” *Id.* (quoting *Twombly*, 550 U.S. at 557). “When well-pleaded facts fail to meet th[e] [*Twombly*] standard, the complaint has alleged—but it has not shown—that the pleader is entitled to relief.” *Id.* at 679. “In ruling on a Rule 12(b)(6) motion to dismiss, the court cannot look beyond the pleadings and must accept as true those well-pleaded factual allegations in the complaint,” *Hall v. Hodgkins*, 305 F. App’x 224, 227 (5th Cir. 2008) (cleaned up), but it is “not bound to accept as true a legal conclusion couched as factual allegation.” *Randall D. Wolcott MD PA v. Sebelius*, 635 F.3d 757, 763 (5th Cir. 2011) (cleaned up). The court “may also consider matters of which it may take judicial notice, and it is clearly proper in deciding a 12(b)(6) motion to take judicial notice of matters of public record.” *Hall v. Hodgkins*, 305 F. App’x at 227 (cleaned up). Dismissal is proper under Rule 12(b)(6), if, after taking the facts alleged in the complaint as true, “it appears certain that the plaintiff cannot prove any set of facts that would entitle it to the relief it seeks.” *Test*

Masters Educ. Servs., Inc. v. Singh, 428 F.3d 559, 570 (5th Cir. 2005) (quoting *C.C. Port, Ltd. v. Davis-Penn Mortg. Co.*, 61 F.3d 288, 289 (5th Cir. 1995)).

3. Collateral Estoppel

Highland and the Claimant Trust also argue that Plaintiffs' claims for declaratory relief asserted in Count III should be dismissed for the additional reason that Plaintiffs are collaterally estopped from bringing the claim. Collateral estoppel, or issue preclusion, is a preclusive doctrine that falls under the umbrella of the res judicata doctrine, which affords preclusive effect to final judgments, orders, and decrees of a federal court, including those of bankruptcy courts. *See In re Reddy Ice Holdings, Inc.*, 611 B.R. 802, 808 (Bankr. N.D. Tex. 2020) (quoting *Test Masters*, 428 F.3d at 571 (“The rule of res judicata encompasses two separate but linked preclusive doctrines: (1) true res judicata or claim preclusion and (2) collateral estoppel or issue preclusion.”) and citing *Bullard v. Blue Hills Bank*, 575 U.S. 496, 501-02 (2015)). Whereas “claim preclusion, or true res judicata, precludes parties from relitigating claims or causes of action that were or could have been raised in earlier litigation,” *id.*, issue preclusion, or collateral estoppel, “prevents the same parties or their privies from relitigating [an issue of fact or law] . . . when: ‘(1) the identical issue was previously adjudicated; (2) the issue was actually litigated; and (3) the previous determination was necessary to the decision.’” *Bradberry v. Jefferson Co., Texas*, 732 F.3d 540, 548 (5th Cir. 2013) (quoting *Pace v. Bogalusa City Sch. Bd.*, 403 F.3d 272, 290 (5th Cir. 2005)); *see also In re Reddy Ice*, 611 B.R. at 809-10 (“To establish collateral estoppel under federal law one must show: (1) that the issue at stake be identical to the one involved in the prior litigation; (2) that the issue has been actually litigated in the prior litigation; and (3) that the determination of the issue in the prior litigation has been a critical and necessary part of the judgment in that earlier action.”) (quoting *Rabo Agrifinance, Inc. v. Terra XXI, Ltd.*, 583 F.3d 348, 353 (5th Cir. 2009)). “By precluding parties from contesting matters that they have had a full and fair opportunity to litigate, these two

doctrines protect against the expense and vexation attending multiple lawsuits, conserve judicial resources, and foster reliance on judicial action by minimizing the possibility of inconsistent decisions.” *In re Reddy Ice*, 611 B.R. at 808 (quoting *Taylor v. Sturgell*, 553 U.S. 880, 891 (2008)). Although as a general rule *res judicata* must be pled as an affirmative defense, Fed. R. Bankr. P. 7008; Fed. R. Civ. P. 8(c)(1), “[i]f, based on the facts pleaded and judicially noticed, a successful affirmative defense appears, then dismissal under Rule 12(b)(6) is proper.” *Hall v. Hodgkins*, 305 F. App’x at 227-28.⁶³

B. Application of the Legal Standards Here

1. Count I – Disclosure and Accounting

a) Plaintiffs’ equitable claim for disclosure and accounting in Count I cannot be considered “moot”; Defendants’ motion to dismiss Count I pursuant to Rule 12(b)(1) for lack of subject matter jurisdiction must be denied.

As earlier noted, in Count I of their Complaint, Plaintiffs seek an order compelling Highland and the Claimant Trust “to provide information regarding the Claimant Trust assets, including the amount of cash and the remaining non-cash assets, and details of all transactions that have occurred since the wall of silence was erected, and all liabilities.”⁶⁴ Plaintiffs, as holders of Contingent Trust Interests, have neither a contractual right to an accounting of the Claimant Trust assets nor a contractual right to whatever limited information rights under the terms of the Plan and CTA that are afforded to the Claimant Trust Beneficiaries. Plaintiffs acknowledge that they are not “Claimant Trust Beneficiaries.” But they ask the court, without any supporting facts or authority, to treat them as such and to order the Defendants to disclose not just information that

⁶³ A court may also raise the issue of *res judicata* or collateral estoppel *sua sponte* in dismissing a claim or cause of action “in the interest of judicial economy where both actions were brought before the same court” or “where all of the relevant facts are contained in the record and all are uncontroverted.” *McIntyre v. Ben E. Keith Co.*, 754 F. App’x 264-65 (5th Cir. 2018) (cleaned up).

⁶⁴ Complaint ¶ 88.

Claimant Trust Beneficiaries are entitled to under the Plan and CTA but also information and an accounting that is not otherwise available even to the Claimant Trust Beneficiaries. To be clear, the Plaintiffs are asking this court to disregard the unambiguous and plain terms of the CTA and the Plan and grant the relief sought in Count I based upon equitable considerations.

Ignoring for a moment the Defendants’ Rule 12(b)(6) “failure to state a claim upon which relief may be granted” argument, this court will first focus on Defendants’ argument that Plaintiffs’ claim for equitable relief in Count I is moot and, thus, nonjusticiable and must be dismissed for lack of subject matter jurisdiction pursuant to Rule 12(b)(1).

Highland and the Claimant Trust take the position that their filing of the Pro Forma Adjusted Balance Sheet in July 2023, nearly two months after the filing of the Complaint on May 10, 2023, renders moot the Plaintiffs’ request for equitable relief in Count I because the balance sheet provided Plaintiffs (and all parties) with the very information Plaintiffs are asking for in Count I. Thus, “the issue presented in Count I is no longer ‘live.’”⁶⁵ Highland and the Claimant Trust add that the Post-Confirmation Reports, filed on the bankruptcy court docket in April 2023, prior to the Complaint being filed, “similarly disclose the financial information requested in Count One, including, *inter alia*, the cash and the identification of remaining assets.” In essence, Defendants argue that the filing of these two items “ha[s] thus eliminated the ‘actual controversy’ at the core of Count One, and there is no conceivable relief available to Plaintiffs through this claim that has not already been provided.”⁶⁶

Plaintiffs argue that Highland and the Claimant Trust’s mootness argument is exactly backward—that the filing of the Pro Forma Balance Sheet has not eliminated the “actual

⁶⁵ MTD Brief ¶ 25.

⁶⁶ MTD Brief ¶¶ 25-26.

controversy” between the parties precisely *because of* the Defendants’ persistent “contentions and arguments that the Balance Sheet is not conclusive [as to the issue of whether Plaintiffs’ Contingent Trust Interests are likely to vest]” – that whether assets exceed liabilities at any one given point in time and whether Plaintiffs appear to be “in the money” is irrelevant to the question of vesting under the terms of the Plan and CTA.⁶⁷ Plaintiffs point out that Defendants have argued that Plaintiffs should not rely on the balance sheet, which, again, gives pro forma values as of May 31, 2023, adding that it is not determinative of whether Plaintiffs Contingent Trust Interests will likely vest at any point in the future because, under the terms of the CTA and Plan, Plaintiffs’ unvested, contingent interests in the Claimant Trust will vest if, and only if, the Claimant Trustee files the GUC Payment Certification, certifying that the Class 8 general unsecured claims and Class 9 subordinated claims, the Claimant Trust Beneficiaries under the CTA who are entitled to distributions of the Claimant Trust assets and have other rights under the terms of the CTA, have been indefeasibly paid in full (including as to Class 8, accrued and unpaid post-petition interest), all disputed claims in Classes 8 and 9 have been resolved, *and* certain other obligations – primarily, the Claimant Trust’s significant indemnity obligations – have been satisfied. Because it is impossible to know or predict, in particular, what the indemnity obligations and the professional fees will be going forward, it would be just as impossible for the court to make any determination of whether Plaintiffs are “in the money” or whether their contingent interests are likely to vest.

This court cannot conclude that Defendants’ production and filing of the point-in-time Pro Forma Balance Sheet (as of May 31, 2023) and the Post-Confirmation Reports has rendered Plaintiffs’ current request in Count I for information and an accounting moot. A balance sheet and financial disclosures generally are fluid concepts. Relevant information in early 2023 may not

⁶⁷ See Response ¶¶ 17-18.

remain relevant in mid-2024. Thus, Plaintiffs' equitable claim is not mooted by these earlier filed items, and the Count I request is justiciable. Accordingly, Defendants' motion to dismiss Count I under Rule 12(b)(1) for lack of subject matter jurisdiction will be denied. This determination simply means that the court has subject matter jurisdiction here to address Count I. Thus, this court will now consider whether Plaintiffs have stated a claim (in Count I) upon which relief can be granted under Rule 12(b)(6) standards.

b) Plaintiffs have failed to state a claim upon which relief can be granted in Count I; dismissal of Count I is proper under Rule 12(b)(6).

As noted above, dismissal under Rule 12(b)(6) is proper if, based upon the facts alleged in the Complaint, taken as true, as well as any judicially noticed facts, "it appears certain that the [Plaintiffs] cannot prove any set of facts that would entitle [them] to the relief [they] seek[]." *Test Masters*, 428 F.3d at 570 (quoting *C.C. Port, Ltd.*, 61 F.3d at 289). As noted above, in Count I, Plaintiffs, as holders of unvested contingent interests in the Claimant Trust, seek an order from this court compelling Defendants "to provide information regarding the Claimant Trust assets, including the amount of cash and the remaining non-cash assets," and a detailed accounting of "all transactions that have occurred since [an alleged] wall of silence was erected, and all liabilities." As also noted above, Plaintiffs have acknowledged⁶⁸ that their contingent interests in the Claimant Trust have not vested, and Plaintiffs are not Claimant Trust Beneficiaries; thus, under the terms of the CTA, they are not entitled to the information and accounting they seek and do not have even the limited information rights afforded to the Claimant Trust Beneficiaries under the CTA.⁶⁹

The court takes judicial notice of its Order Denying Leave to Bring Claims Pertaining to Claims Trading, in which the court found that HMIT, as a holder of a "Contingent Claimant Trust

⁶⁸ See *supra* p.10.

⁶⁹ See *supra* pp. 7-9 (discussion of information rights under the terms of the CTA).

Interest” was not a Claimant Trust Beneficiary, who, under the terms of the CTA and Delaware law, are the “beneficial owners” of the Claimant Trust, and rejected HMIT’s argument that its Contingent Claimant Trust Interest makes it a contingent beneficiary of the Claimant Trust, which, in turn, makes it a present “beneficial owner” under Delaware trust law.⁷⁰ The court concluded that, under Delaware Trust law, “HMIT’s status as a ‘beneficiary’ of the Claimant Trust is defined by the CTA itself, pure and simple” and that under the terms of the CTA, the holders of Contingent Trust Interests have no rights under the agreement and will not “be deemed ‘Beneficiaries’” under the CTA “‘unless and until’ they vest in accordance with the Plan and the CTA” and that “the court does not have the power to equitably deem HMIT’s Contingent Trust Interest to be vested based on HMIT’s unsupported allegation of wrongdoing on the part of . . . the Claimant Trustee.”⁷¹

Now, as before, the court finds and concludes that under the terms of the CTA and Delaware law, Plaintiffs are not beneficiaries or “beneficial owners” of the Claimant Trust who would be entitled to assert rights under the CTA. The court specifically rejects an argument of Plaintiffs that Delaware trust law does not define “beneficiary,” so the court should ignore the terms of the CTA and look to the definition of “beneficiary” under the Restatement (Third) of Trusts, under which they would be considered “beneficiaries” of the Claimant Trust, albeit a contingent beneficiary, who would be entitled under Delaware law to the relief they are requesting. The Claimant Trust is a Delaware statutory trust governed by the Delaware Statutory Trust Act (the “Trust Act,” Chapter 38 of Title 12 of the Delaware Code), and the Trust Act does define “beneficial owner” and uses that term exclusively to refer to the beneficiaries of a Delaware statutory trust. Specifically, under the Trust Act, a statutory trust’s “beneficial owners” are “any

⁷⁰ Order Denying Leave, 77-78.

⁷¹ *Id.*, 78.

owner[s] of a beneficial interest in a statutory trust, the fact of ownership *to be determined and evidenced . . . in conformity to the applicable provisions of the governing instrument of the statutory trust.*⁷² Thus, the question of whether Plaintiffs are “beneficiaries” of the Claimant Trust is (as the court concluded in the Order Denying Leave to Bring Claims Pertaining to Claims Trading) determined “by the CTA itself, pure and simple.” And, under the terms of the CTA, “Claimant Trust Beneficiaries” is defined to exclude Plaintiffs, who hold Class 10 and 11 unvested, contingent interests in the Claimant Trust, unless and until the GUC Payment Certification has been filed by the Claimant Trust. Until then, Plaintiffs “shall not have any rights under [the CTA]” and will not “be deemed ‘Beneficiaries’ under [the CTA].”⁷³

Plaintiffs ask the court to ignore the plain terms of the CTA and to grant them the relief they have requested on an equitable basis because they “are unable to determine whether their Contingent Claimant Trust Interests may vest into Claimant Trust Interests.”⁷⁴ But, they have not alleged any set of facts that would entitled them to equitable relief either. The court makes the same observation regarding Plaintiffs as it made in its Order Denying Valuation Motion: It appears that Plaintiffs “may be frustrated that they did not negotiate or obtain the same oversight rights as the actual Claimant Trust Beneficiaries in the Plan and CTA.” The Plan with the incorporated CTA was confirmed over three years ago now, and neither of the Plaintiffs objected to or appealed the terms of the Plan or CTA that dictate oversight rights.⁷⁵ The Fifth Circuit, in September 2022,

⁷² 12 Del. C. § 3801(a) (emphasis added).

⁷³ See, e.g., Plan, Art. I.B.44; CTA §§ 1.1(h), 5.1(c).

⁷⁴ Complaint ¶ 83.

⁷⁵ HMIT did not file an objection to confirmation of the Plan and did not appeal the Confirmation Order. Dugaboy filed an objection to confirmation and appealed the Confirmation Order, but did not object to the terms of the CTA that limited oversight and information rights to “Claimant Trust Beneficiaries” and specifically excluded the holders of the unvested, contingent interests in the Claimant Trust – such as Plaintiffs – from having any rights under the CTA unless and until their interests vested. The CTA was filed prior to the confirmation hearing and Plaintiffs and other parties could have objected to the terms of the Plan or CTA; they could have complained then about any lack of transparency, oversight, and information rights they believe existed under the terms of the CTA. They did not.

affirmed the Confirmation Order and the terms of the Plan and its incorporated documents, including the CTA, in all respects other than striking certain exculpations. *NexPoint Advisors, L.P. v. Highland Capital Mgmt., L.P. (In re Highland Capital Mgmt., L.P.)*, 48 F.4th 419 (5th Cir. 2022). As was the case when the court entered its Order Denying Leave to Bring Claims Pertaining to Claims Trading, “[i]t is undisputed that HMIT’s [and Dugaboy’s] Contingent Trust Interest[s] ha[ve] not vested under the terms of the Plan and the CTA, and the court does not have the power to equitably deem HMIT’s [and Dugaboy’s] Contingent Trust Interest[s] to be vested.”⁷⁶ The court did not have that power back in August 2023 (when it entered the Order Denying Leave to Bring Claims Pertaining to Claims Trading), and the court does not have that power now. Equitable relief is not available where, as here, the parties’ rights and obligations at issue are set forth in the Plan and the CTA. *See In re Am. Home Mortg. Holdings, Inc.*, 386 Fed. Appx. 209, 212-13 (3d Cir. 2010) (affirming bankruptcy court’s denial of equitable relief to distributions under trust documents where, among other things, the trust documents controlled distribution of monthly payments, and the Trust Certificate “cannot be rewritten on equitable grounds,” and noting “[i]n interpreting the provisions of the Trust Documents, we apply Delaware law, which instructs that a party is bound by the plain meaning of clear and unequivocal contract terms.”).

Plaintiffs’ make an argument that an implied covenant of good faith and fair dealing under Delaware law necessarily means that the terms of the CTA that govern the parties’ rights, here, including the information rights and rights to an accounting from the Claimant Trustee that Plaintiffs are seeking in Count I, can be overridden here. The court disagrees. Courts will not use the implied covenant of good faith to override the rights and responsibilities that were bargained for in a trust agreement. *See IKB Int’l S.A. v. Wilmington Trust Co.*, 774 F. App’x 719, 727-28 (3d

⁷⁶ Order Denying Leave to Bring Claims Pertaining to Claims Trading, 78.

Cir. 2019)(citing *Homan v. Turoczy*, 2005 WL 2000756 (Del. Ch. Aug. 12, 2005)); *see also Dunlap v. State Farm Fire and Cas. Co.*, 878 A.2d 434, 441 (Del. 2005) (“Existing contract terms control such that implied good faith cannot be used to circumvent the parties’ bargain or to create a free-floating duty unattached to the underlying legal document.”) (cleaned up); *Gilbert v. El Paso Co.*, 575 A.2d 1131, 1143 (Del. 1990) (holding that the “subjective standards [of good faith and fair dealing] cannot override the literal terms of an agreement.”) (citation omitted). Because the terms of the CTA expressly address the Claimant Trustee’s duties to provide, and parties’ rights to receive, information and an accounting with respect to the Claimant Trust, and those duties do not inure to the benefit of the Plaintiffs, who are not Claimant Trust Beneficiaries, the implied covenant of good faith and fair dealing cannot be used by the Plaintiffs or the court to compel the Claimant Trustee to disclose the information or provide the accounting as requested in Count I.

After considering the facts alleged in the Complaint, taken as true, and the facts and record of which the court has taken judicial notice, the court has determined that Plaintiffs cannot prove any set of facts that would entitle them to the relief they seek. Thus, dismissal of their claim for disclosure of additional information and for an accounting in Count I under Rule 12(b)(6) is proper.

2. Count II – Request for Declaratory Relief

In Count II of the Complaint, Plaintiffs seek a declaratory judgment and “determination from the Court of the relative value of the Claimant Trust assets compared to the bankruptcy estate obligations,” but this is only if “Defendants are compelled to provide information about the Claimant Trust assets” – in other words, this Count II request is conditioned on the court granting the equitable relief Plaintiffs seek in Count I.⁷⁷

⁷⁷ Complaint ¶¶ 89-92.

Defendants seek dismissal of Count II under Rule 12(b)(6) for failure to state a claim upon which relief can be granted. Before the court can address Defendants’ Rule 12(b)(6) motion, the court must first determine whether the claim for declaratory relief in Count II is justiciable such that the court has constitutional jurisdiction – subject matter jurisdiction – to consider and rule on the merits of Plaintiffs’ claim.⁷⁸ As noted above,⁷⁹ Plaintiffs’ request for declaratory relief in Count II is clearly predicated on the court first granting the relief requested in Count I: ordering the Defendants to disclose information about the Claimant Trust assets and liabilities (beyond what is contained in the Pro Forma Balance Sheet) and to provide to Plaintiffs a detailed accounting of all transactions involving the Claimant Trust. The court has concluded that Plaintiffs are not entitled to the information and accounting they have requested in Count I and that Count I should, thus, be dismissed under Rule 12(b)(6) for failure to state a claim upon which relief can be granted. Because Plaintiffs’ request for declaratory relief in Count II is predicated on the court granting the relief requested in Count I and the court has denied that relief, Count II has now been rendered moot or, at least, not ripe such that it is not justiciable. *See American Precision Ammunition, L.L.C. v. City of Mineral Wells*, 90 F.4th 820, 827 (2024) (where the Fifth Circuit affirmed the district court’s Rule 12(b)(1) dismissal of a claim to reinstate an agreement as moot, where plaintiff’s claim was predicated on a finding by the district court that the agreement was valid and

⁷⁸ Even though Defendants did not raise the issue of subject matter jurisdiction with respect to Count II, the court has an independent duty to assure itself that it has subject matter jurisdiction over a claim or cause of action before it addresses the merits of the claim under Rule 12(b)(6). *See supra* pp. 18-19; *see also Abraugh v. Altimus*, 26 F.4th 298, 304 (2022) (federal courts have a “constitutional duty . . . to decline subject matter jurisdiction where it does not exist—and that is so whether the parties challenge Article III standing or not.”).

⁷⁹ *See supra* note 26.

enforceable, and the Fifth Circuit agreed with the district court that the agreement was unenforceable).⁸⁰

In summary, the court has determined that Defendants’ request for declaratory relief in Count II is not justiciable and, as such, Count II must be dismissed pursuant to Rule 12(h)(3) for lack of subject matter jurisdiction. Anything this court might conclude with respect to Defendants’ motion to dismiss Count II under Rule 12(b)(6) would be an impermissible advisory opinion, so the court will not address Defendants’ arguments that Count II should be dismissed for failure to state a claim upon which relief can be granted.

3. Count III – Request for Declaratory Relief

In Count III of the Complaint, Plaintiffs seek a declaratory judgment and determination, “[i]n the event that the Court determines that the Claimant Trust assets exceed the obligations of the bankruptcy estate in an amount sufficient so that all Allowable Claims may be indefeasibly paid . . . that the conditions are such that their Contingent Claimant Trust Interests are likely to vest into Claimant Trust Interests, making them Claimant Trust Beneficiaries.”⁸¹

Defendants argue that the court should dismiss Count III under Rule 12(b)(1) for lack of subject matter jurisdiction on the basis that their request for declaratory relief in Count III is not justiciable because it is moot and otherwise seeks an impermissible advisory opinion. Defendants also argue that, if the court determines that it does have subject matter jurisdiction over Plaintiff’s claim for declaratory relief in Count III, Count III should be dismissed pursuant to Rule 12(b)(6) for failure to state a claim upon which relief can be granted, including on the ground that Plaintiffs

⁸⁰ Although Defendants did not argue in their briefing that Count II was not justiciable and so must be dismissed pursuant to Rule 12(b)(1) for lack of subject matter jurisdiction, in so many words, Defendants did argue during oral argument that “Count II must . . . be dismissed because it depends on Highland being ‘compelled to provide information about the Claimant Trust assets.’ . . . So if the Court doesn’t compel Highland, the Court has no ability to make the declaration that’s sought.” Feb. 14, 2024 Hrg. Trans., 17:9-13.

⁸¹ *Id.* ¶¶ 93-95, at 27.

are collaterally estopped from asserting the claim for declaratory relief in Count III. The court agrees with Defendants that Count III is not justiciable and that Count III should be dismissed pursuant to Rule 12(b)(1) for lack of subject matter jurisdiction, and, thus, the court does not have jurisdiction to issue any pronouncement regarding the merits of Plaintiffs' claim for declaratory relief in Count III (and so it will not address Defendants' motion to dismiss pursuant to Rule 12(b)(6) with respect to Count III).

Similar to Plaintiffs' request for declaratory relief in Count II, Plaintiffs' request for declaratory relief in Count III is a contingent request – this one being predicated on the court first granting the declaratory relief in Count II, which, itself, is predicated on the court granting the equitable relief requested in Count I. Because Counts I and II are being dismissed for failure to state a claim and lack of subject matter jurisdiction, respectively, Plaintiffs' claim for declaratory relief in Count III is, thus, rendered not justiciable. That Counts II and III fall, if Count I falls, is inherent in the way Plaintiffs framed their claims and causes of action in the Complaint. Because Plaintiffs are not entitled to the information and accounting they are requesting in Count I, Plaintiffs' claims for declaratory relief in Counts II and III are rendered moot and/or not ripe and, thus, not justiciable. Plaintiffs' request for a declaratory judgment in Count III is not ripe for adjudication for the additional reason that Plaintiffs are asking the court to issue an opinion based on a set of “hypothetical, conjectural, conditional” facts “or based upon the possibility of a factual situation that may never develop” – the “likely” vesting of Plaintiffs' contingent interests in the Claimant Trust, making them Claimant Trust Beneficiaries. This is something federal courts are not permitted to do, even in the context of a request for declaratory relief (as is the case here with

Counts II and III).⁸² The court finds and concludes that Plaintiffs' claim for declaratory relief in Count III is not justiciable and thus must be dismissed pursuant to Rule 12(b)(1) for lack of subject matter jurisdiction.

This being the case, the court, as it must, declines to address the merits of whether Count III should be dismissed under Rule 12(b)(6) for failure to state a claim upon which relief can be granted (including based on Defendants' collateral estoppel argument).

Accordingly,

IT IS ORDERED that Defendants' Motion to Dismiss Count I of the Complaint for lack of subject matter jurisdiction pursuant to Rule 12(b)(1), be, and hereby is, **DENIED**;

IT IS FURTHER ORDERED that Plaintiffs have failed to state a claim upon which relief can be granted in Count I of the Complaint, and thus Count I of the Complaint is **DISMISSED** pursuant to Rule 12(b)(6);

IT IS FURTHER ORDERED that Count II of the Complaint is not justiciable and that, pursuant to Rule 12(b)(1) and Rule 12(h)(3), Count II of the Complaint is **DISMISSED** for lack of subject matter jurisdiction;

IT IS FURTHER ORDERED that Count III of the Complaint is not justiciable and that, pursuant to Rule 12(b)(1), Count III of the Complaint is **DISMISSED** for lack of subject matter jurisdiction.

###End of Memorandum Opinion and Order###

⁸² See *Val-Com Acquisitions*, 434 F. App'x at 395-96; see also *Boyd Veigel*, 575 F. App'x at 396 (quoting *Md. Cas. Co. v. Pac. Coal & Oil Co.*, 312 U.S. 270, 273 (1941)) (where the Fifth Circuit discusses the ripeness doctrine in the context of declaratory judgment actions and states that "the question in each case is whether the facts alleged, under all the circumstances, show that there is a substantial controversy, between parties having adverse legal interests, of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.").

EXHIBIT 10

STINSON LLP

Deborah Deitsch-Perez
Michael P. Aigen
2200 Ross Avenue, Suite 2900
Dallas, Texas 75201
Telephone: (214) 560-2201
Facsimile: (214) 560-2203
Email: deborah.deitschperez@stinson.com
Email: michael.aigen@stinson.com

Counsel for Hunter Mountain Investment Trust

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

<i>In re</i>	§	§	Chapter 11
HIGHLAND CAPITAL MANAGEMENT, L.P.,	§	§	Case No. 19-34054-sgj11
Reorganized Debtor. ¹	§	§	§

**HUNTER MOUNTAIN INVESTMENT TRUST’S SUPPLEMENT
TO RESPONSE TO MOTION TO STAY**

Hunter Mountain Investment Trust submits the following Supplement to Response to Stay in anticipation of the status conference, currently scheduled for June 12, 2024.

On January 1, 2024, Hunter Mountain Investment Trust ("HMIT") filed its Motion for Leave to File a Delaware Complaint [Dkt. No. 4000] (the "Motion for Leave"). HMIT filed the Motion for Leave, seeking permission to file a complaint in Delaware asking the court to remove James Seery as Clamant Trustee as a result of his breach of his fiduciary duties.

¹ The *Fifth Amended Plan of Reorganization of Highland Capital Management, L.P., (As Modified)* [Dkt. No. 1808] ("**Plan**"), filed by Highland Capital Management, L.P. ("**HCMLP**") became effective on August 11, 2021 (the "**Effective Date**").



HCMLP and the Highland Claimant Trust filed a motion ("Motion to Stay") asking the court to indefinitely stay all proceeding in connection with HMIT's Motion for Leave. On January 31, 2024, the court issued an Order Granting in Part Highland's Motion to Stay Contested Matter, in which the court stayed all proceedings until the court issued an order determining The Highland Parties' Motion to Dismiss Complaint to (I) Compel Disclosures About the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of Those Assets, and (B) Nature of Plaintiffs' Interests in the Claimant Trust [Adv. Proc. 23-03038-sgj, Dkt. No. 13], and holds a status conference with the parties in connection with the Motion for Leave to consider whether to terminate or extend the stay.

On May 24, 2024, the court issued its opinion on the Motion to Dismiss Complaint and the court scheduled a status conference pursuant to the order for June 12, 2024.

HMIT is filing this supplement to bring additional cases to the court's attention that are relevant to the standing issue. Specifically, attached is Exhibit A is a true and correct copy of the opinion issued by the Delaware Supreme Court in *Morris v. Spectra Energy Partners (DE) GP, LP*, 246 A.3d 121, 136 (Del. 2021).

Morris demonstrates how the Delaware Supreme Court has held that a standing analysis should be more flexible when a defendant controls the facts giving rise to standing. By way of example, although standing to assert derivative claims in the context of mergers typically requires equity ownership, there are exceptions. One of these exceptions includes when “the merger itself is the subject to a fraud claim, perpetrated to deprive shareholders of their standing to bring or maintain a derivative action.” *Morris*, 246 A.3d at 129 (Del. 2021). *Morris* stands for the

proposition that strict adherence to formulaic standing on a motion to dismiss must yield where the defendant's allegedly unfair conduct attempts to destroy standing.²

Similarly, HMIT also submits a true and correct copy of the following case: *Shaev v. Wyly*, 1998 WL 13858, at *4 (Del. Ch. Jan. 6, 1998) (equitable standing allowed to challenge excessive compensation of directors because “to deny standing on these facts would insulate defendants from potential liability for their alleged misdeeds”), as Exhibit B.

² HCMLP is familiar with each of these cases submitted here as they were cited in Appellant's Reply Brief, *Hunter Mountain Investment Trust v. Highland Capital Management, L.P.*, et al., Case No. 3:23-cv-02071-E, Doc. No. 38. <https://www.kccllc.net/hcmlp/document/193405424040400000000001>

Respectfully submitted,

STINSON LLP

/s/ Deborah Deitsch-Perez

Deborah Deitsch-Perez

Texas Bar No. 24036072

Michael P. Aigen

Texas Bar No. 24012196

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

Telephone: (214) 560-2201

Facsimile: (214) 560-2203

Email: deborah.deitschperez@stinson.com

Email: michael.aigen@stinson.com

Counsel for The Hunter Mountain Investment Trust

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 11, 2024, a true and correct copy of this document was served electronically via the Court's CM/ECF system to the parties registered or otherwise entitled to receive electronic notices in this case.

/s/Deborah Deitsch-Perez

Deborah Deitsch-Perez

EXHIBIT A

HUNTER MOUNTAIN INVESTMENT TRUST'S SUPPLEMENT TO RESPONSE TO MOTION TO STAY



KeyCite Yellow Flag - Negative Treatment

Distinguished by [SDF Funding LLC v. Fry](#), Del.Ch., June 16, 2022

246 A.3d 121

Supreme Court of Delaware.

Paul MORRIS, on behalf of all similarly situated unitholders of Spectra Energy Partners, L.P., Plaintiff Below, Appellant,

v.

[SPECTRA ENERGY PARTNERS \(DE\)](#)

[GP, LP](#), Defendant Below, Appellee.

No. 489, 2019

|

Submitted: October 28, 2020

|

Decided: January 22, 2021

Synopsis

Background: Former minority unitholder of acquired master limited partnership brought class action against general partner, alleging that merger exchange ratio was unfair because general partner agreed to merger that did not reflect material value of his derivative claims. The Court of Chancery, [Sam Glasscock](#), Vice Chancellor, [2019 WL 4751521](#), dismissed the action. Minority unitholder appealed.

Holdings: The Supreme Court, [Seitz](#), C.J., held that:

[1] challenge to fairness of merger itself was preserved for appeal;

[2] arguments about materiality were preserved for appeal; and

[3] derivative claim was material at motion to dismiss stage.

Reversed and remanded.

Procedural Posture(s): On Appeal; Motion to Dismiss for Lack of Standing.

West Headnotes (18)

[1] **Corporations and Business Organizations** Effect of merger, acquisition, reorganization, or dissolution

Corporations and Business Organizations Fairness of transaction

With limited exceptions, a merger extinguishes an equity owner's standing to pursue a derivative claim against the target entity's directors or controller, but the same plaintiff has standing to pursue a post-closing suit if they challenge the validity of the merger itself as unfair because the controller failed to secure the value of a material asset, like derivative claims that pass to the acquirer in the merger.

[2] **Corporations and Business Organizations** Fairness of transaction

To establish standing to pursue a claim challenging a merger because the equity owners are not being fairly compensated for the value of material derivative claims, the plaintiff must allege a viable derivative claim, that is material to the overall transaction, and will not be pursued by the buyer and is not reflected in the merger consideration.

[6 Cases that cite this headnote](#)

[3] **Appeal and Error** Corporations and other organizations

De novo review applies to a Court of Chancery's finding that a plaintiff lacked standing to pursue his post-merger claims challenging the fairness of a merger consideration for failure to recoup some or all of the value of the derivative claims.

[5 Cases that cite this headnote](#)

[4] **Action** Persons entitled to sue

Standing refers to the right of a party to invoke the jurisdiction of a court to enforce a claim or redress a grievance.

3 Cases that cite this headnote

[5] **Action** 🔑 Persons entitled to sue

Constitutional Law 🔑 Advisory Opinions

Standing is required to ensure that the litigation before the tribunal is a “case or controversy” that is appropriate for the exercise of the court’s judicial powers; it allows Delaware courts, as a matter of self-restraint, to avoid the rendering of advisory opinions at the behest of parties who are mere intermeddlers.

2 Cases that cite this headnote

[6] **Action** 🔑 Persons entitled to sue

Standing is properly a threshold question that a court may not avoid.

3 Cases that cite this headnote

[7] **Action** 🔑 Persons entitled to sue

If a plaintiff alleges a direct claim, it means that the equity owner has alleged that they have suffered the injury, and will receive the benefit of any recovery; thus, at least at the pleading stage, the plaintiff has met the injury-in-fact requirement and properly invoked the court’s jurisdiction to redress an injury.

[8] **Corporations and Business Organizations** 🔑 Derivative action as distinct from direct or individual action in general

For a derivative action, the equity owner acts in a representative capacity on behalf of an entity; in that representative capacity, the plaintiff steps into the shoes of the entity and asserts the injury on its behalf.

1 Case that cites this headnote

[9] **Corporations and Business Organizations** 🔑 Effect of merger, acquisition, reorganization, or dissolution

An equity owner does not have standing to pursue derivative claims post-merger except

when the merger itself is the subject to a fraud claim, perpetrated to deprive shareholders of their standing to bring or maintain a derivative action, and when the merger is essentially a reorganization that does not affect the equity owner’s relative ownership in the post-merger enterprise.

1 Case that cites this headnote

[10] **Corporations and Business Organizations** 🔑 Fairness of transaction

Corporations and Business Organizations 🔑 Good faith and fiduciary duties

To state a direct claim with respect to a merger, a stockholder must challenge the validity of the merger itself, usually by charging the directors with breaches of fiduciary duty resulting in unfair dealing or unfair price.

2 Cases that cite this headnote

[11] **Corporations and Business Organizations** 🔑 Purchase or Sale of Stock to or from Director, Officer, or Agent

A cause of action for misuse of confidential corporate information, requires a plaintiff to demonstrate that: (1) the corporate fiduciary possessed material, nonpublic company information, and (2) the corporate fiduciary used that information improperly by making trades because she was motivated, in whole or in part, by the substance of that information.

[12] **Appeal and Error** 🔑 Nature or Subject-Matter of Issues or Questions

Challenge to fairness of merger itself was preserved for appeal by former minority unitholder of acquired master limited partnership, in action against general partner, where minority unitholder alleged that former public unitholders were harmed because general partner allowed acquiring business to engineer “roll up” of minority-held units involving merger between limited partnership and acquiring business on terms that were patently unfair

and unreasonable to limited partnership and its public unitholders, and that could not have been approved in good faith by new conflicts committee or general partner's board.

[13] Appeal and Error 🔑 Nature or subject-matter in general

Arguments about materiality were preserved for appeal of dismissal of class action that had been brought by former minority unitholder of acquired master limited partnership alleging that merger exchange ratio was unfair because general partner agreed to merger that did not reflect material value of his derivative claims, since general partner disputed how court should consider litigation risk when assessing materiality by arguing that minority unitholder's chance of prevailing on derivative claims was "toss-up" or "one-in-five" chance.

[14] Partnership 🔑 Persons entitled to sue; standing

Derivative claim was material at motion to dismiss stage, and therefore former minority unitholder of acquired master limited partnership had standing to bring class action alleging that merger exchange ratio was unfair because general partner agreed to merger that did not reflect material value of his derivative claims; even if it was proper to discount \$660 million in damages alleged in complaint to reflect public unitholders' interest in derivative recovery, \$112 million pro rata interest in derivative claim recovery was comparable to public unitholders' 17 percent proportional interest in merger consideration that was valued at \$3.3 billion, i.e., \$112 million had to be compared to \$561 million.

[15] Corporations and Business Organizations 🔑 Fairness of transaction

When the court is faced with a post-merger claim challenging the fairness of a merger based on the defendant's failure to secure value for derivative claims, (1) a court must decide whether the underlying derivative claims were viable; (2)

the derivative claim recovery as pled must be material in relation to the merger consideration, and (3) the court should assess whether the complaint alleges that the acquirer would not assert the underlying derivative claim and did not provide value for it.

[12 Cases that cite this headnote](#)

[16] Pretrial Procedure 🔑 Parties, Defects as to Pretrial Procedure 🔑 Construction of pleadings

When assessing standing at the motion to dismiss stage of the proceedings, a court must accept the plaintiff's factual allegations as true and draw all reasonable inferences in his favor; this does not mean that the court is bound by unreasonable, unsupported, or speculative derivative suit damages claims, but if it is reasonably conceivable that the plaintiff could recover the damages claimed in the complaint, the court must accept that allegation as true for purposes of the motion to dismiss for lack of standing.

[17] Corporations and Business Organizations 🔑 Fairness of transaction

If the plaintiff has alleged a viable derivative claim, where it is reasonably conceivable that the claim is material when compared to the merger consideration and could result in the damages pled in the complaint challenging the merger on fairness grounds, the plaintiff has satisfied the materiality requirement at the motion to dismiss stage for standing purposes; a percentage-based risk reduction should not be applied at the pleading stage of the proceedings.

[2 Cases that cite this headnote](#)

[18] Action 🔑 Persons entitled to sue

Standing is concerned only with the question of who is entitled to mount a legal challenge and not with the merits of the subject matter in controversy.

1 Case that cites this headnote

*124 Court Below – Court of Chancery of the State of Delaware, Consolidated C.A. No. 2019-0097

Upon appeal from the Court of Chancery. **REVERSED** and **REMANDED**.

Attorneys and Law Firms

Michael J. Barry, Esquire (argued) and Rebecca A. Musarra, Esquire, GRANT & EISENHOFER P.A., Wilmington, Delaware; Peter B. Andrews, Esquire, Craig J. Springer, Esquire, and David M. Sborz, Esquire, ANDREWS & SPRINGER LLC, Wilmington, Delaware; and Jeremy S. Friedman, Esquire, Spencer Oster, Esquire, and David F.E. Tejtel, Esquire, FRIEDMAN OSTER & TEJTEL PLLC, Bedford Hills, New York; Attorneys for Plaintiff-Appellant Paul Morris and all similarly situated unitholders of Spectra Energy Partners, L.P.

Robert S. Saunders, Esquire, Ronald N. Brown, III, Esquire, Ryan M. Linsay, Esquire, SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP, Wilmington, Delaware; Noelle M. Reed, Esquire (argued) and Daniel S. Mayerfeld, Esquire, SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP, Houston, Texas; Attorneys for Defendant-Appellee Spectra Energy Partners (DE) GP, LP.

Before SEITZ, Chief Justice; VALIHURA, VAUGHN, TRAYNOR, and MONTGOMERY-REEVES, Justices, constituting the Court en Banc.

Opinion

SEITZ, Chief Justice:

[1] With limited exceptions, a merger extinguishes an equity owner's standing to pursue a derivative claim against the target entity's directors or controller. But the same plaintiff has standing to pursue a post-closing suit if they challenge the validity of the merger itself as unfair because the controller failed to secure the value of a material asset—like derivative claims that pass to the acquirer in the merger. Given the difficulties of pursuing such claims, not the least of which is proof that the equity owner received an unfair merger price for their ownership interest, the plaintiff might not prevail on the merits, but they have sufficiently alleged a direct claim to survive a motion to dismiss for lack of standing.

After a \$3.3 billion “roll up” of minority-held units involving a merger between Enbridge, Inc. (“Enbridge”) and Spectra Energy Partners L.P. (“SEP”), Paul Morris, a former SEP minority unitholder, lost standing to litigate an alleged \$661 million derivative suit on behalf of SEP against its general partner, Spectra Energy Partners (DE) GP, LP (“SEP GP”). Morris reprised the derivative claim dismissal by filing a new class action complaint that alleged the Enbridge/SEP merger exchange ratio was unfair because SEP GP agreed to a merger *125 that did not reflect the material value of his derivative claims.

The Court of Chancery granted SEP GP's motion to dismiss the new complaint for lack of standing. The court held that, to have standing to bring a post-merger claim, Morris had to allege a viable and material derivative claim that the buyer would not assert and provided no value for in the merger. Focusing on the materiality requirement, the court first discounted the \$661 million recovery to \$112 million to reflect the public unitholders' beneficial interest in the derivative litigation recovery. Then, the court discounted the \$112 million further to \$28 million to reflect what the court estimated was a one in four chance of success in the litigation. After the discounting, the \$28 million—less than 1% of the merger consideration—was immaterial to a \$3.3 billion merger.

On appeal, Morris argues that the court should not have dismissed the plaintiff's direct claims for lack of standing. We agree with Morris and find that, on a motion to dismiss for lack of standing, he has sufficiently pled a direct claim attacking the fairness of the merger itself for SEP GP's failure to secure value for his pending derivative claims. Thus, we reverse the Court of Chancery's judgment and remand for further proceedings.

I.

The plaintiff, Paul Morris, owned common units of SEP, a master limited partnership that traded on the New York Stock Exchange.¹ Enbridge owned 83% of SEP's outstanding units through a series of wholly-owned subsidiaries, including SEP GP.² Spectra Energy Corp (“SE Corp”) was Enbridge's predecessor-in-interest.

Prior to selling to Enbridge, SE Corp agreed to a 50-50 joint venture with Phillips 66 whereby Phillips would contribute

\$1.5 billion and SE Corp would contribute a one-third interest in two long haul natural gas pipelines, implying a \$1.5 billion valuation of the contributed assets. Because SEP owned the assets, the parties proposed a “reverse dropdown” to sell the assets from SEP to SE Corp. To purchase the assets from SEP, SE Corp offered to “(i) surrender 20 million SEP limited partner units to SEP for redemption ... and (ii) waive its right to receive up to \$4 million in incentive distribution rights [] for twelve consecutive quarters ...”³ SEP GP authorized a conflicts committee to evaluate the reverse dropdown.

SEP's limited partnership agreement required the general partner's conflicts committee to act in “subjective good faith.”⁴ According to the complaint's allegations, a financial advisor identified three ways the transaction would provide value to SEP: the redeemed units, the waived distribution rights, and other reduced cash flow due to the loss of assets. Later, however, the adviser included only the first two components as consideration—valued at \$946 million—and issued a fairness opinion. The conflicts committee recommended approval, and SEP GP's board approved the reverse dropdown.

After reviewing SEP's books and records, the plaintiff filed a class action derivative ***126** complaint on behalf of all owners of SEP public units against SEP GP and SE Corp. The complaint alleged that SEP only received \$946 million in the reverse dropdown when SE Corp valued the assets at \$1.5 billion. Morris pleaded three derivative claims, including a claim for breach of the limited partnership agreement's “good faith” obligation in approving the reverse dropdown.⁵ The court dismissed two of the claims for failure to state a claim, but declined to dismiss the breach of the “good faith” obligation claim. The court found, after drawing all reasonable inferences in Morris's favor, that the complaint “made adequate allegations showing that under reasonably conceivable circumstances a facially unreasonable gap in consideration exists sufficient to infer subjective bad faith.”⁶ According to the court, “it was ‘reasonably conceivable that the General Partner acted in subjective bad faith.’ ”⁷ The parties conducted discovery and SEP GP moved for summary judgment. During the litigation, and with the motion summary judgment pending, Enbridge acquired SE Corp in a stock-for-stock merger, becoming SEP GP's ultimate parent and controller of SEP.

In March 2018, SEP's stock price declined by twenty percent in reaction to announcements from the Federal Energy

Regulatory Commission (“FERC”). SEP recognized in its filings with the U.S. Securities and Exchange Commission that “[t]he change in FERC's policy has had a negative impact on the MLP sector” and that SEP “would attempt to mitigate the impact of the policy change.”⁸ In May, Enbridge offered a stock-for-stock exchange to buyout SEP's public unitholders. SEP's public unitholders would receive 1.0123 common shares of Enbridge in exchange for each publicly held common unit of SEP based on the SEP common units' and Enbridge common shares' closing price on the NYSE as of May 16, 2018. SEP closed at a unit price of \$33.10 and Enbridge common shares closed at \$32.70. According to the plaintiff, this was an opportunistic offer to squeeze out the public unitholders due to an artificially depressed trading price. Another three-member SEP GP conflicts committee went to work, two of whom were on the committee that reviewed the reverse dropdown transaction.

Morris's counsel sent a letter to the conflicts committee and told them that the derivative claim was worth more than \$500 million and must be taken into account when negotiating the merger exchange ratio. Counsel also noted that the proposed offer was “woefully inadequate” and “fail[ed] to provide SEP and its public unitholders with any value associated with” the derivative claim.⁹ After Morris's counsel met with the conflicts committee's legal and financial advisors, the conflicts committee ultimately determined that the value of the derivative claim, net of defense costs, “was less than \$0.”¹⁰ The conflicts ***127** committee also found the value of the reverse dropdown to SEP to be about \$1.5 billion after adding back the reduced distributions its advisor previously excluded.

As the parties negotiated the buyout, the conflicts committee decided to give no value to the derivative claim but attributed \$4 million in saved litigation costs. They also agreed to an exchange ratio “whereby Enbridge would acquire all publicly held SEP units at an exchange ratio of 1.111 shares of Enbridge stock for each publicly held unit of SEP.”¹¹ On August 24, 2018, SEP announced a definitive merger agreement with Enbridge and its wholly-owned subsidiaries where Enbridge would acquire all publicly held SEP units at an exchange ratio of 1.111 shares of Enbridge stock for each publicly held unit of SEP. The transaction was not subject to approval by a majority of the minority unitholders. The transaction was approved on December 13, 2018. At that time, Enbridge affiliates held about 83% of the outstanding units. About 39% of publicly held units voted in favor of

the transaction. After the deal closed, the court dismissed the derivative claim by stipulation of the parties.¹²

After another books and records request, Morris filed this class action on February 8, 2019 against SEP GP, as SEP's general partner, for breaching SEP's limited partnership agreement and the implied covenant of good faith and fair dealing. Morris claimed that the conflicts committee and SEP GP's board of directors failed to attribute appropriate value to the pre-merger derivative claim or secure any value for the claim. SEP GP moved to dismiss for lack of standing and failure to state a claim.

[2] The Court of Chancery dismissed Morris's complaint for lack of standing without reaching the arguments for failure to state a claim. The court applied the three-part test from its decision in *In re Primedia, Inc. Shareholders Litigation*.¹³ The *Primedia* test applies to claims challenging a merger because the equity owners are not being fairly compensated for the value of material derivative claims. To establish standing the plaintiff must allege a viable derivative claim, that is material to the overall transaction, and will not be pursued by the buyer and is not reflected in the merger consideration.¹⁴

The court found Morris's derivative claim viable because it had already survived a motion to dismiss.¹⁵ Also, the parties did not dispute that SEP's public unitholders received no value for the derivative claim, Enbridge did not intend to pursue the derivative claims post-merger, and Morris pled damages of \$661 million. But the court dismissed Morris's two direct claims. First, the court discounted the \$661 potential recovery to \$112 million to reflect the public unitholders' proportionate share of the litigation recovery. And second, the court discounted the \$112 million further to about \$28 million to reflect a one-in-four chance of prevailing in the litigation. Finally, the court compared the \$28 million to the \$3.3 billion merger transaction and found it immaterial. Thus, the court granted SEP GP's motion to dismiss for lack of standing without reaching SEP GP's alternative *128 argument that Morris failed to state a claim for relief.

II.

On appeal the parties have focused their attention on the Court of Chancery's application of its *Primedia* decision

to assess standing. To reiterate, under *Primedia's* three-part test, which applies to claims alleging an unfair merger because the price does not reflect the value of derivative claims, the plaintiff must allege a viable derivative claim assessed by a motion to dismiss standard.¹⁶ The plaintiff must also allege that the derivative claim was material to the overall merger transaction, will not be pursued by the buyer, and is not reflected in the merger consideration.¹⁷

According to Morris, the Court of Chancery should not have dismissed his complaint for lack of standing because he pled in detail a direct claim that satisfied the *Primedia* factors. The parties and the court agreed that the derivative claim was viable because it had survived a motion to dismiss. They also agreed that Enbridge would not assert the claim and provided no value for the claim in the exchange ratio. And, as Morris alleged, the \$112 million potential recovery was material to the \$3.3 billion transaction. According to Morris, if the Court of Chancery had accepted his well-pleaded factual allegations as true and drawn all reasonable inferences in his favor, it would not have discounted the potential value of the claim such that it became immaterial to the merger value.

The defendants counter that Morris supposedly did not challenge the fairness of the exchange ratio, undermining the claim that SEP GP did not negotiate fair consideration for the public unitholders' SEP units. For the litigation discount issue, the defendants contend that Morris conceded in the Court of Chancery that the derivative claim should be discounted for litigation risk. The defendants also argue that discounting for litigation risk is consistent with prior cases.¹⁸ And, according to the defendants, the "fraud exception to the continuous ownership rule" is the proper method to assess the plaintiff's standing to assert post-merger claims.¹⁹


[3] We review *de novo* the Court of Chancery's finding that the plaintiff lacked standing to pursue his post-merger claims challenging the fairness of the merger consideration for failure to recoup some or all of the value of the derivative claims.²⁰



A.

[4] [5] [6] The Court of Chancery dismissed Morris's complaint for lack of standing. Standing "refers to the right of a party to invoke the jurisdiction of a court to enforce a

claim or redress a grievance.”²¹ Standing *129 is required to “ensure that the litigation before the tribunal is a ‘case or controversy’ that is appropriate for the exercise of the court’s judicial powers.”²² It allows Delaware courts, “as a matter of self-restraint,” to “avoid the rendering of advisory opinions at the behest of parties who are mere intermeddlers.”²³ “[S]tanding is properly a threshold question that the Court may not avoid.”²⁴






[7] The standing inquiry “has assumed special significance in the area of corporate law.”²⁵ Classifying a claim as either direct or derivative bears directly on standing and is in many ways outcome-determinative in post-merger litigation.²⁶ If a plaintiff alleges a direct claim, it means that the equity owner has alleged that they have suffered the injury, and will receive the benefit of any recovery.²⁷ Thus, at least at the pleading stage, the plaintiff has met the injury-in-fact requirement and properly invoked the court’s jurisdiction to redress an injury.

[8] [9] In contrast, for a derivative action, the equity owner acts in a representative capacity on behalf of an entity. In that representative capacity, the plaintiff steps into the shoes of the entity and asserts the injury on its behalf.²⁸ If the equity holder has successfully jumped over 8 *Del. C. § 327* of the Delaware General Corporation Law, *Court of Chancery Rule 23.1*, and our decisional law hurdles, standing exists to pursue a derivative claim on behalf of the entity.²⁹ But, under  *Lewis v. Anderson*,³⁰ the equity owner no longer has standing to pursue derivative claims post-merger except in two instances—when the merger itself is the subject to a fraud claim, perpetrated to deprive shareholders of their standing to bring or maintain a derivative action; and when the merger is essentially a reorganization that does not affect the equity owner’s relative ownership in the post-merger enterprise.³¹

The Supreme Court and the Court of Chancery are frequently called upon to *130 draw the dividing line between direct and derivative claims following a merger. Our recent decision in  *El Paso Pipeline GP Co., L.L.C. v. Brinckerhoff*³² is particularly relevant here, as it addressed standing following a merger in the context of a master limited partnership. In  *El Paso*, the plaintiff filed derivative claims on behalf of the limited partnership against the general partner claiming that the limited partnership substantially overpaid for the assets in a transaction. While the derivative suits were pending, the limited partnership was acquired in a merger. Although

the Court of Chancery recognized that a merger typically results in the plaintiff losing standing to pursue pending derivative claims, it characterized the plaintiff’s claims as both direct and derivative, circumventing the post-merger standing impediment. The court also held that, even if the plaintiff’s claims were purely derivative, they survived the merger because dismissal would leave the minority equity owners without a remedy for the general partner’s unfair dealing.

On appeal, this Court reversed. First, we noted that standing in corporate cases is a threshold inquiry because it implicates the exercise of the court’s jurisdiction.³³ We observed that derivative standing is a “creature of equity” that allows a court of equity to hear claims by equity owners “to prevent a complete failure of justice on behalf of the corporation.”³⁴ We also viewed standing as a fluid concept, that can change as a result of “a myriad of subsequent legal or factual causes that occur while the litigation is in progress” such as the loss of the plaintiff’s status as an equity holder.³⁵ If standing is lost, “the court lacks the power to adjudicate the matter, and the action will be dismissed as moot unless an exception applies.”³⁶

Second, we held that the plaintiff brought his claims as derivative claims, and his claims remained derivative claims throughout the litigation. Even though the plaintiff’s derivative claims involved a limited partnership, where most rights are governed by agreement rather than fiduciary duties, our Court held that  *Tooley v. Donaldson, Lufkin & Jenrette, Inc.*,³⁷ and its two-part test for drawing a line between direct and derivative claims, applied.³⁸ Under  *Tooley*, the court must answer *131 two questions: “[w]ho suffered the alleged harm—the corporation or the suing stockholder individually,” and “who would receive the benefit of the recovery or other remedy?”³⁹ In  *El Paso*, we found under  *Tooley* that the limited partnership suffered the harm and would benefit from any recovery. Thus, the plaintiff’s claims were purely derivative, and under  *Lewis v. Anderson* the derivative claims passed to the buyer following the merger. The plaintiff no longer had standing to pursue the derivative claims.

Finally, and directly relevant to this appeal, we recognized in *El Paso* that, even though the plaintiff lost standing to pursue derivative claims post-merger, a narrow avenue of relief was still available to the plaintiff—a direct claim challenging the

validity of the merger when the general partner failed to secure the value of material derivative claims in the merger for the minority equity owners:

Under our law, equity holders confronted by a merger in which derivative claims will pass to the buyer have the right to challenge the merger itself as a breach of the duties they are owed. In many cases, it might be difficult to allege that the value they are receiving in the merger is unfair simply as a result of the failure to consider value associated with their derivative suit. But that reality may also suggest that, even according full value to the potential recovery in the derivative suit (rarely a guarantee), the plaintiffs still received fair value in the merger. ... The derivative plaintiff's recourse was to file a money damages challenge to the merger and prove that the failure to accord value to the limited partnership in the merger was somehow violative of his rights.⁴⁰

In reaching this conclusion, we relied on our decision in *Parnes v. Bally Entertainment Corp.*⁴¹ In *Parnes*, the plaintiff alleged that in negotiations between Bally Entertainment Corp. and Hilton Hotels Corp., the CEO's actions—requiring a bribe of “several substantial cash payments and asset transfers” before consenting to a merger—resulted in the stockholders receiving an unfair price.⁴² After the merger closed, the Court of Chancery found the claim derivative and dismissed the complaint for lack of standing. We reversed, finding that the complaint “directly challenges the fairness of the process and the price in the Bally/Hilton merger.”⁴³

We distinguished the direct claim attacking the merger itself from the derivative claim in *Kramer v. Western Pacific Industries*.⁴⁴ In *Kramer*, the plaintiff alleged “wrongful transactions associated with the merger (such as the award of golden parachutes) [that] reduced the

amount paid to [the target's] stockholders,” but “did not allege that the merger *132 price was unfair or that the merger was obtained through unfair dealing.”⁴⁵ Our Court held that the complaint stated only a derivative claim for mismanagement.⁴⁶ Although the plaintiff alleged that wrongful transactions associated with the merger reduced the amount paid to the target's stockholders, “it did not allege that the merger price was unfair or that the merger was obtained through unfair dealing.”⁴⁷ That “such a claim is asserted in the context of a merger does not change its fundamental nature.”⁴⁸

[10] Thus, in *Kramer* what the plaintiff failed to plead was a challenge to the merger itself rather than attack the side benefits secured by some merger participants. After *Parnes*, “to state a direct claim with respect to a merger, a stockholder must challenge the validity of the merger itself, usually by charging the directors with breaches of fiduciary duty resulting in unfair dealing and/or unfair price.”⁴⁹ Finally, in *Parnes* we separated the standing inquiry from whether the complaint states a claim for relief.⁵⁰ After reversing the court on standing, we also reversed the court's conclusion that the complaint failed to state a claim under Rule 12(b)(6) because the complaint alleged sufficient facts of unfairness to overcome business judgment rule review.⁵¹

B.

As noted in *Parnes*, “it is often difficult to determine whether a stockholder is challenging the merger itself, or alleged wrongs associated with the merger”⁵² After *Parnes*, the Court of Chancery was left to fill in the details. It was not an easy assignment. In *Golaine v. Edwards*,⁵³ the plaintiff challenged a \$20 million payment to Kohlberg Kravis Roberts & Co., L.P. (“KKR”) made in connection with a merger between The Gillette Company and Duracell International, Inc. KKR's affiliate, KKR Associates, L.P., owned 34% of Duracell's outstanding common stock. The defendants filed a motion to dismiss and claimed that Golaine's challenge to the \$20 million payment was a derivative rather than direct claim because the plaintiff failed to allege that the merger terms were tainted by the \$20 million fee. In granting the defendants' motion to dismiss,

the court concluded that the fee did not taint the merger negotiation process or the merger terms. Thus, the transaction was not unfair to Duracell's non-KKR stockholders, and the plaintiff failed to state an individual claim. It also held that the complaint failed to plead facts rebutting the business judgment rule's presumptive applicability to the Duracell board's decision to award KKR the fees or plead facts to support a waste claim.

*133 In applying *Parnes*, the court in *Golaine* focused less on standing and more on the merits of a post-merger direct claim, and remarked about how the two inquiries overlap at times:

the derivative-individual distinction as articulated in *Parnes* is revealed as primarily a way of judging whether a plaintiff has stated a claim on the merits. ... *Parnes* can be straightforwardly read as stating the following basic proposition: a target company stockholder cannot state a claim for breach of fiduciary duty in the merger context unless he adequately pleads that the merger terms were tainted by unfair dealing. If the plaintiff cannot meet that pleading standard, then he has simply not stated a claim under Rule 12(b)(6). This merits focus of *Parnes* is, in my view, a more candid approach that places primary emphasis on whether compensable injury to the target stockholders is alleged rather than on whether the target stockholder's complaint has articulated only a waste or mismanagement claim for which there is likely no proper plaintiff on earth.⁵⁴

In *In re Massey Energy Co. Derivative & Class Action Litigation*,⁵⁵ stockholders of a coal mining corporation filed derivative suits against the board and company officers





for lack of oversight and to hold them responsible for the financial harm from a tragic mine disaster. While the derivative suits progressed, Massey's board entered into a merger agreement with another mining company. The plaintiffs sought a preliminary injunction to prevent the merger from closing, claiming that the Massey Board should have negotiated to have the derivative claims transferred into a litigation trust for the benefit of Massey stockholders. According to the plaintiffs, the merger was unfair because it allowed the buyer to acquire Massey without paying fair value for the value of the derivative claims.


While the merger had not yet closed and the court viewed the case through a preliminary injunction lens, the court had to grapple with the value of derivative claims and the loss of standing to pursue them once the merger closed.⁵⁶



First, the court found the *Caremark*⁵⁷ claims against the defendants viable. Second, and fatal to the plaintiffs' preliminary injunction claim, the court found that a best-case successful recovery of \$95 million was immaterial to an \$8.5 billion merger. Thus, given the relative immateriality of the derivative claims, the court was not persuaded on a preliminary injunction record that the merger would likely be found to be economically unfair to the Massey stockholders for failing to capture the value of the derivative claims. Importantly, the court did not couch its ruling on standing grounds. Instead, *134 the court found that the plaintiff had failed to demonstrate a likelihood of success on the merits to earn a preliminary injunction enjoining the merger.

[11] After *Golaine* and *Massey*, the Court of Chancery in *Primedia* gathered the strands of these and other post-*Parnes* cases and knitted them together into a three-part test. In *Primedia*, the plaintiffs filed a derivative action on Primedia Inc.'s behalf and alleged that KKR traded on inside information in a 2002 preferred stock purchase. They sought disgorgement of KKR's profits under *Brophy v. Cities Service Co.*⁵⁸ While they litigated the derivative case, Primedia, Inc. merged with a private equity entity. The plaintiffs then filed a class action suit and alleged that the merger terms were unfair because the Primedia directors failed to obtain any value for the *Brophy* claim. They also argued that the merger conferred a special benefit on KKR because KKR knew any acquirer was unlikely to pursue the *Brophy* claim post-merger. The special benefit, according


to the plaintiffs, required court review of the merger under entire fairness.




Recognizing that the post-merger class action complaint required application of the  *Parnes* decision, on a motion to dismiss the Court of Chancery read  *Parnes* to require first an inquiry into standing, and second, an evaluation of the merits of the claims.⁵⁹ Drawing from the court's  *Golaine* and  *Massey* decisions, the court distilled the standing inquiry into a three-part test:

A plaintiff claiming standing to challenge a merger directly under  *Parnes* because of a board's alleged failure to obtain value for an underlying derivative claim must meet a three part test. First, the plaintiff must plead an underlying derivative claim that has survived a motion to dismiss or otherwise could state a claim on which relief could be granted. Second, the value of the derivative claim must be material in the context of the merger. Third, the complaint challenging the merger must support a pleadings-stage inference that the acquirer would not assert the underlying derivative claim and did not provide value for it.⁶⁰

The Court of Chancery found the  *Brophy* derivative claim viable because it *135 would survive a motion to dismiss. For the materiality requirement, the court found potential recoverable damages of \$190 million plus substantial prejudgment interest, which was material when compared to the \$330 million merger. The court also noted that the amounts were material even if discounted to reflect the minority stockholders' beneficial interest in the litigation recovery. Primedia's minority stockholders owned 42% of its outstanding stock. Their *pro rata* share of the merger consideration was \$133 million. Their *pro rata* share of a \$190 million recovery on the  *Brophy* claim would be \$80 million.


In a parting comment illustrating the materiality of the derivative claims, the court risk-adjusted the potential recovery and found it material in relation to the proceeds the minority would receive in the merger:

Clearly there is risk in the litigation, and to succeed, plaintiffs will have to prove materiality and *scienter*. These challenges, however, are not similar to those that led Chancellor Strine in  *Massey Energy* to discount so heavily the value of the derivative claims. If I assume prevailing on the *Brophy* claim was a toss-up, or even a 1-in-5 proposition, the risk-adjusted, pre-interest recoveries for the minority of \$40 million and \$16 million, respectively, remain material when compared to their \$133 million share of the proceeds from the Merger.⁶¹



After finding that the derivative claims were viable and material, the court also found that the acquirer would not assert the  *Brophy* claim post-merger and provided no value for it in the merger consideration. Turning to whether the plaintiffs stated a claim for relief, the court held that it was reasonably conceivable that KKR received a special benefit in the merger because no acquirer likely would have pursued the  *Brophy* claim post-merger, and the defendants did not extract value for or take steps to preserve the  *Brophy* claim. Thus, the entire fairness standard of review applied to the merger, and the plaintiffs alleged sufficient grounds that the merger was not entirely fair.⁶²

C.

[12] [13] In this appeal the procedural issues do not warrant lengthy discussion. After a review of the record, we are satisfied that Morris preserved for appeal a challenge to the fairness of the merger itself, and SEP GP disputed how the court should consider litigation risk when assessing materiality. Morris alleged that former public unitholders

were harmed because “SEP GP has allowed Enbridge to engineer the Roll-Up Transaction on terms that were patently unfair and unreasonable to SEP and its public unitholders, and that could not have been approved in good faith by the New Conflicts Committee or the SEP GP Board.”⁶³ Specifically, Morris pled that “the New Conflicts Committee and the SEP GP Board utterly failed to attempt to (i) appropriately value the Derivative Claim, or (ii) secure any value for the Derivative Claim in its negotiations concerning the Roll-Up Transaction.”⁶⁴ SEP GP also argued that Morris's chance *136 of prevailing on the derivative claims was a “toss-up” or a “one-in-five” chance, essentially copying the odds from the  *Primedia* decision.⁶⁵ Thus, the parties preserved their appellate arguments about materiality.

[14] The main issue on appeal is whether the Court of Chancery stayed true to the standard of review on a motion to dismiss for lack of standing. In other words, did the court accept as true all reasonable factual allegations in the complaint and consider whether it was reasonably conceivable that Morris asserted a direct claim that could lead to a \$661 million recovery on the derivative claims? After our review of the complaint, we find that the court strayed from the proper standard of review, and Morris had standing to pursue his post-merger complaint.

As discussed earlier, to have standing, the plaintiff must plead a direct claim. Under  *Parnes*, to plead a direct claim, the plaintiff must allege that the merger itself was unfair, “by charging the directors with breaches of fiduciary duty resulting in unfair dealing and/or unfair price.”⁶⁶ When the court is faced with a post-merger claim challenging the fairness of a merger based on the defendant's failure to secure value for derivative claims, we think that the  *Primedia* framework provides a reasonable basis to conduct a pleadings-based analysis to evaluate standing on a motion to dismiss.

[15] First, the court must decide whether the underlying derivative claims were viable, meaning they would survive a motion to dismiss. Meritless derivative claims would have no impact on the merger price. Second, the derivative claim recovery as pled must be material in relation to the merger consideration. An immaterial derivative claim would have little or no impact on the merger price. For example, a \$10 million derivative claim could not reasonably be expected to be material to a \$1 billion merger value. The same derivative

claim would be material to a \$20 million merger. And finally, the court should also assess whether the complaint alleges that the acquirer would not assert the underlying derivative claim and did not provide value for it.⁶⁷

[16] When assessing standing at the motion to dismiss stage of the proceedings, the court must accept the plaintiff's factual allegations as true and draw all reasonable inferences in his favor. This does not mean that the court is bound by unreasonable, unsupported, or speculative derivative suit damages claims. But if it is reasonably conceivable that the plaintiff could recover the damages claimed in the complaint, the court must accept that allegation as true for purposes of the motion to dismiss for lack of standing.

Here, the parties do not dispute the viability of the derivative claim. Morris's derivative claim survived a motion to dismiss.

*137 The parties also did not dispute that SEP GP secured no value for the derivative claim, and Enbridge would not assert the claim post-merger. Regarding materiality, Morris alleged that his derivative claim could lead to a more than \$660 million damages award, including prejudgment interest, which was material when compared to a \$3.3 billion merger.⁶⁸ The court could reasonably infer that if Morris prevailed on his challenge to the reverse dropdown transaction, Morris could recover at least \$660 million.

The court, however, discounted the potential \$660 million recovery to \$112 million to reflect the minority unitholders' 17% beneficial interest in the derivative litigation recovery. The Court of Chancery then reduced the \$112 million further to account for litigation risk because it was still “a litigable question whether Reduced GP Cash Flow represented value to the Partnership in the Reverse Dropdown, which would vindicate the Defendant's approval of the transaction objectively.”⁶⁹ The court also held that even if SEP GP's valuation was incorrect, it would not breach the limited partnership agreement because Morris would still have to prove “the work of the Defendant's advisor, Simmons, on the Reverse Dropdown did not fit in the parameters of Section 7.10(b) of the Second A & R LPA.”⁷⁰ The court observed that Morris would have to demonstrate that “SEP GP did not ‘reasonably believe’ that the valuation of the transaction was within Simmons' competence, negating any ‘safe harbor’ for the Defendant.”⁷¹ Finally, Morris would also “have to demonstrate the Defendant's subjective bad faith to recover damages on behalf of SEP ...”⁷² Taking these difficulties into account, the court concluded:

I find that the chance of success of the Derivative Claim was slim, and certainly less than one-in-four. Twenty-five percent of \$112,370,000 is \$28,092,500. This represents less than one percent of the total value of the Roll-Up. One percent is not material in the context of the Roll-Up. The Plaintiff consequently does not have standing to pursue his claims.⁷³

We see two errors in the court's materiality analysis at the motion to dismiss stage of the proceedings. First, as discussed earlier, the court must accept Morris's factual allegations as true and draw all reasonable inferences in his favor.⁷⁴ In its prior decision the court found that Morris's complaint "made adequate allegations showing that under reasonably conceivable circumstances a facially unreasonable gap in consideration exists sufficient to infer subjective bad faith."⁷⁵ Thus, "it was 'reasonably conceivable that the General Partner acted in subjective bad faith.'"⁷⁶ It was *138 also reasonably conceivable that, had Morris succeeded in the derivative suit challenging the reverse drop down transaction, the recovery could have been at least \$660 million. Applying a further litigation risk discount at the pleading stage was inconsistent with the court's standard of review on a motion to dismiss for lack of standing.

Second, even if it was proper to discount the \$660 million in damages alleged in the complaint to reflect the public unitholders' interest in the derivative recovery, to maintain equivalence, the court should have compared the \$112 million *pro rata* interest in the derivative claim recovery to the public unitholders' proportional interest in the merger consideration. The public unitholders had a 17% interest in SEP. The merger consideration was valued at \$3.3 billion. An apples-to-apples comparison would have compared \$112 million to \$561 million.⁷⁷ Under this calculation, the derivative claim was material at the motion to dismiss stage.

Neither *Massey* nor *Primedia* require a different result. As discussed earlier, in *Massey* the plaintiffs alleged in

their complaint *Caremark* damages equal to the damages that the company suffered from the mining disaster—estimated to be \$900 million to \$1.4 billion. Even though the plaintiffs pled a viable *Caremark* claim, the court refused to equate the value of the *Caremark* claim with the damages suffered from the mine explosion. Unlike here, where Morris is entitled to certain presumptions in his favor, the court made its assessment as part of a preliminary injunction motion, where likelihood of success is one of the requirements. The court properly took into consideration the substantive difficulties confronting the plaintiff in proving and collecting on their *Caremark* claims. On an extensive record before the court, it predicted that the best-case recovery was \$95 million, based not on the full damages caused the company by the mine disaster but on the policy limits for directors' and officers' insurance coverage. The plaintiff did not show a likelihood that it would succeed on its challenge to the fairness of the merger for failing to secure value for a \$95 million derivative claim recovery as part of a \$8.5 billion merger.⁷⁸ Importantly, the court did not apply a percentage reduction based on litigation risk. Instead, on a substantial record, the court gave the plaintiffs the benefit of their realistic, best-case recovery.

Primedia is also distinguishable. The court in *Primedia* found that the plaintiffs' *Brophy* claim was material and did not face the same impediments to recovery as the plaintiffs faced in *Massey*. It was only after the court found that the plaintiffs had a strong and material derivative case that the court concluded its analysis with what can be best characterized as confirmation of its materiality conclusion.

The court stated that even if the *Brophy* claim "was a toss-up, or even a 1-in-5 proposition, the risk-adjusted, pre-interest recoveries for the minority of \$40 million and \$16 million, respectively, remain material when compared to their \$133 million share of the proceeds from the Merger."⁷⁹ As we interpret the court's percentage risk adjustment, *139 it served only as a hypothetical to illustrate the strength and materiality of the plaintiffs' claims even if there were obstacles to recovery.

[17] In any event, on a motion to dismiss for lack of standing, we are not addressing the likelihood of success on a preliminary injunction record. A percentage-based risk reduction should not be applied at this stage of the proceedings. If the plaintiff has alleged a viable derivative

claim, where it is reasonably conceivable that the claim is material when compared to the merger consideration and could result in the damages pled in the complaint, the plaintiff has satisfied the materiality requirement at the motion to dismiss stage for standing purposes. Morris has met this standard and his claims should not be dismissed for lack of standing.

III.







[18] Standing is concerned “only with the question of *who* is entitled to mount a legal challenge and not with the merits of the subject matter in controversy.”⁸⁰ If the court finds that the plaintiff has standing, on the defendant's motion the court should also consider a motion to dismiss for failure to state

a claim. For the first time on appeal, SEP GP has asked us to consider its motion to dismiss for failure to state a claim. Because the record is complex and it is not clear what has been incorporated by reference, we think that the Court of Chancery should consider the motion first. It also might be a better use of the court's scarce resources to consider a motion for summary judgment, after the completion of discovery, rather than a motion to dismiss. But we leave it to the Court of Chancery's discretion. We reverse the Court of Chancery's judgment and remand for further proceedings. Jurisdiction is not retained.


















All Citations

246 A.3d 121




Footnotes





- 1 We take the facts from the complaint and the Court of Chancery's decision.  *Morris v. Spectra Energy Partners (DE) GP, LP*, 2019 WL 4751521 (Del. Ch. Sept. 30, 2019).
- 2 Enbridge owned Spectra Energy Partners GP, LLC, which owned SEP GP.
- 3  *Morris*, 2019 WL 4751521, at *3.
- 4  *Id.* A “good faith” finding requires that “the person acting ‘must believe that the determination or other action is in the best interests of the Partnership.’ ”  *Id.* (citation omitted).
- 5 The plaintiff also pled breach of the implied covenant of good faith and fair dealing against SEP GP and tortious interference with the limited partnership agreement against SEP Corp.
- 6  *Morris*, 2019 WL 4751521, at *5 (quoting *Morris v. Spectra Energy Partners (DE) GP, LP*, 2017 WL 2774559, at *16 (Del. Ch. June 27, 2017)).
- 7  *Id.*
- 8  *Id.* at *6 (alteration in original). Later, however, and “contrary to initial expectations,” “it did not ‘meaningfully limit an MLP's ability to recover an income tax allowance in its cost of service.’ ”  *Id.* at *7. (quoting Compl. ¶ 57). “SEP's public units realized a corresponding increase in market price.”  *Id.*
- 9  *Id.* at *6 (quoting the record).




- 10  *Id.* at *8.
- 11  *Id.* at *9 (citation omitted).
- 12 The Order dismissing the derivative claim “did not preclude the Plaintiff from prosecuting this Action.”  *Id.* at *9.
- 13  67 A.3d 455 (Del. Ch. 2013).
- 14  *Morris*, 2019 WL 4751521, at *11.
- 15  *Id.* at *12 (“ *Primedia* asks whether the claim has ‘survived a motion to dismiss.’ The answer for the Derivative Claim is in the affirmative. That is the end of the viability inquiry.”).
- 16  *Primedia*, 67 A.3d at 477 (“First, the plaintiff must plead an underlying derivative claim that has survived a motion to dismiss or otherwise could state a claim on which relief could be granted.”).
- 17  *Id.*
- 18 As they argue, “the legal principle of whether a court should adjust for risk when valuing a derivative claim does not turn on the nature and degree of that risk. It is either appropriate to risk adjust or it is not.” Answering Br. at 32. And they assert Delaware law supports their position in other contexts. *Id.* at 32–33 (citing  *ONTI, Inc. v. Integra Bank*, 751 A.2d 904 (Del. Ch. 1999);  *Bomarko, Inc. v. Int’l Telecharge, Inc.*, 794 A.2d 1161 (Del. Ch. 1999), *aff’d*, 766 A.2d 437 (Del. 2000)).
- 19 Answering Br. at 35.
- 20  *El Paso Pipeline GP Co., L.L.C. v. Brinckerhoff*, 152 A.3d 1248, 1256 (Del. 2016).
- 21  *Stuart Kingston, Inc. v. Robinson*, 596 A.2d 1378, 1382 (Del. 1991) (citation omitted).
- 22  *Dover Historical Soc’y v. City of Dover Planning Comm’n*, 838 A.2d 1103, 1110 (Del. 2003).
- 23  *Ala. By-Prods. Corp. v. Cede & Co. on Behalf of Shearson Lehman Bros., Inc.*, 657 A.2d 254, 264 (Del. 1995) (quoting  *Stuart Kingston*, 596 A.2d at 1382).
- 24  *Gerber v. EPE Hldgs. LLC*, 2013 WL 209658, at *12 (Del. Ch. Jan. 18, 2013) (“If there is no standing, there is no justiciable substantive controversy.”).
- 25  *Ala. By-Prods.*, 657 A.2d at 264.
- 26 See  *Tooley v. Donaldson, Lufkin & Jenrette, Inc.*, 845 A.2d 1031, 1036 (Del. 2004) (“The decision whether a suit is direct or derivative may be outcome-determinative.”).

- 27  *Parnes v. Bally Entm't Corp.*, 722 A.2d 1243, 1245 (Del. 1999) (“Stockholders may sue on their own behalf (and, in appropriate circumstances, as representatives of a class of stockholders) to seek relief for direct injuries that are independent of any injury to the corporation.”).
- 28  *Id.* (“A derivative claim is one that is brought by a stockholder, on behalf of the corporation, to recover for harms done to the corporation.”).
- 29  *Ala. By-Prods.*, 657 A.2d at 264 (“For example, in order to have standing to initiate a shareholder derivative suit, a plaintiff must have been a shareholder at the time of the challenged transaction, as well as at the commencement of suit. In addition, this Court has held that a plaintiff must also maintain his shareholder status throughout the derivative litigation.”); see also *Urdan v. WR Capital Partners, LLC*, 244 A.3d 668, 678–80 (Del. 2020) (recognizing that a stockholder who is involuntarily forced to sell their stock in a merger maintains the right to assert post-merger direct claims as an exception to the continuous ownership rule).
- 30  477 A.2d 1040 (Del. 1984).
- 31  *Feldman v. Cutaia*, 951 A.2d 727, 731 & n.20 (Del. 2008) (“It is now well established that a plaintiff may avoid dismissal of his derivative claims following a merger in only two distinct circumstances: where the claims asserted are direct, rather than derivative, or where one of the exceptions recognized in  *Lewis v. Anderson* applies.”).
- 32  152 A.3d 1248 (Del. 2016).
- 33  *El Paso*, 152 A.3d at 1256 (“Standing is therefore properly viewed as a threshold issue to ‘ensure that the litigation before the tribunal is a “case or controversy” that is appropriate for the exercise of the court’s judicial powers.’”) (quoting  *Dover Historical Soc’y*, 838 A.2d at 1110).
- 34  *Id.* (quoting *Schoon v. Smith*, 953 A.2d 196, 202, 208 (Del. 2008)).
- 35  *Id.* (quoting *Gen. Motors Corp. v. New Castle Cty.*, 701 A.2d 819, 824 (Del. 1997)). As we recognized in  *Lewis v. Anderson*, with limited exception, “[a] plaintiff who ceases to be a shareholder, whether by reason of a merger or for any other reason, loses standing to continue a derivative suit.”  477 A.2d at 1049; see also  *El Paso*, 152 A.3d at 1265 (“This rule flows from the fact that, following a merger, ‘the derivative claim—originally belonging to the acquired corporation—is transferred to and becomes an asset of the acquiring corporation as a matter of statutory law.’”) (citation omitted).
- 36  *El Paso*, 152 A.3d at 1256–57.
- 37  845 A.2d 1031 (Del. 2004).
- 38  *El Paso*, 152 A.3d at 1260 (“Because Brinckerhoff’s claim sounds in breach of a contractual duty owed to the Partnership, we employ the two-pronged *Tooley* analysis to determine whether the claim ‘to enforce the [Partnership’s] own rights must be asserted derivatively’ or is dual in nature such that it can proceed directly.”) (alteration in original) (quoting *Loral Space & Commc’ns, Inc. v. Highland Crusader Offshore Partners, L.P.*, 977 A.2d 867, 868 (Del. 2009)).

- 39  845 A.2d at 1035. It is worth noting that under  *Tooley*, a claim can—in certain circumstances—be considered a dual-natured claim, *i.e.*, one that is both direct and derivative.  *El Paso*, 152 A.3d at 1262 (“In unique circumstances, this Court has recognized that some claims can be dual-natured—that is, both direct and derivative.”).
- 40  *El Paso*, 152 A.3d at 1251–52.
- 41  722 A.2d 1243 (Del. 1999).
- 42  *Id.* at 1246.
- 43  *Id.* at 1245.
- 44  546 A.2d 348 (Del. 1988).
- 45  *Parnes*, 722 A.2d at 1245.
- 46 See  *Kramer*, 546 A.2d at 353.
- 47  *Parnes*, 722 A.2d at 1245.
- 48  *Id.*
- 49  *Id.*
- 50 See  *id.* at 1246 (“Although we conclude that the *Parnes* complaint directly challenges the Bally merger, it does not necessarily follow that the complaint adequately states a claim for relief.”).
- 51 See  *id.* 1247 (“Using [the pleadings stage] standard, we find that the complaint states a claim challenging the fairness of the Bally/Hilton merger and challenging the Bally directors’ approval of the merger as having lacked a rational basis.”).
- 52  *Id.* at 1245.
- 53  1999 WL 1271882 (Del. Ch. Dec. 21, 1999).
- 54  *Id.* at *7 (footnotes omitted).
- 55  2011 WL 2176479 (Del. Ch. May 31, 2011).
- 56 In  *Massey*, the plaintiffs sought to enjoin the merger or create a litigation trust pre-closing to hold the derivative claims.
- 57  *In re Caremark Int'l. Inc. Deriv. Litig.*, 698 A.2d 959 (Del. Ch. 1996).  *Caremark* claims govern director oversight liability, which require a plaintiff to show that “(a) the directors utterly failed to implement any reporting or information system or controls; or (b) having implemented such a system or controls, consciously



failed to monitor or oversee its operations thus disabling themselves from being informed of risks or problems requiring their attention.”  *Stone ex rel. AmSouth Bancorp. v. Ritter*, 911 A.2d 362, 370 (Del. 2006) (emphasis in original). “Because of the difficulties in proving bad faith director action, a *Caremark* claim is ‘possibly the most difficult theory in corporation law upon which a plaintiff might hope to win a judgment.’ ”  *City of Birmingham Ret. & Relief Sys. v. Good*, 177 A.3d 47, 55 (Del. 2017) (quoting  *In re Caremark*, 698 A.2d at 967).

58  70 A.2d 5 (Del. Ch. 1949).  *Brophy* and its progeny recognize a cause of action for a plaintiff to recover for misuse of confidential corporate information, which requires a plaintiff to demonstrate that “1) the corporate fiduciary possessed material, nonpublic company information; and 2) the corporate fiduciary used that information improperly by making trades because she was motivated, in whole or in part, by the substance of that information.”  *In re Oracle Corp. Deriv. Litig.*, 867 A.2d 904, 934 (Del. Ch. 2004), *aff’d*, 872 A.2d 960 (Del. 2005) (TABLE); see also *Kahn v. Kolberg Kravis Roberts & Co., L.P.*, 23 A.3d 831, 840 (Del. 2011) (“ *Brophy* focused on the public policy of preventing unjust enrichment based on the misuse of confidential corporate information.”).

59  *Primedia*, 67 A.3d at 477 (“As I understand the framework established by  *Parnes*, a plaintiff wishing to assert such a claim must first establish standing to sue. If standing exists, then the plaintiff must still plead a viable claim.”); see also  *In re Straight Path Commc'ns Inc. Consol. S'holder Litig.*, 2018 WL 3120804, at *14 (Del. Ch. June 25, 2018) (“Having held that the Plaintiffs have standing to sue under *Parnes*, I next consider whether the Complaint states viable claims for breach of fiduciary duty.”), *aff’d sub nom. IDT Corp. v. JDS1, LLC*, 206 A.3d 260 (Del. 2019) (TABLE); *In re Ply Gem Indus., Inc. S'holders Litig.*, 2001 WL 755133, at *6 (Del. Ch. June 26, 2001) (“Thus, by putting fairly before the Court the contention that [the plaintiffs] are challenging the fairness of the merger price or the merger process, Plaintiffs can survive the derivative-individual obstacle yet still fail to assert a claim that would allow them to move beyond a Rule 12(b) (6) confrontation.”).


60  *Primedia*, 67 A.3d at 477.

61  *Id.* at 483 (emphasis in original).

62 The Court of Chancery has since followed *Primedia* in the context of post-merger challenges. See  *In re Riverstone Nat'l, Inc. S'holder Litig.*, 2016 WL 4045411, at *8 (Del. Ch. July 28, 2016);  *Houseman v. Sagerman*, 2014 WL 1600724, at *10–13 (Del. Ch. Apr. 16, 2014).

63 App. to Opening Br. at A077 (Compl. ¶ 105).

64  *Id.*

65 See  *id.* at A0122 (Defendant Spectra Energy Partners (DE) GP, LP's Opening Br. in Support of its Mot. to Dismiss the Verified Class Action Compl. at 31 n.12) (“For instance, if the derivative claim were considered a toss-up, a theoretical \$47 million recovery (without interest) would represent just 1.4% of the \$3.3 billion merger consideration. If instead the claim had a one-in-five shot, the potential recovery of \$19 million (without interest) for the unaffiliated unitholders would be just 0.57% of the total merger value.”).

















- 66  *Parnes*, 722 A.2d at 1245.
- 67  *Primedia*, 67 A.3d at 483. The rationale for this prong is that “[w]ithout such allegations and the resulting inferences, the merger consideration logically would incorporate value for the litigation, and the merger would not have harmed the sell-side stockholders.”  *Id.*
- 68 App. to Opening Br. at A0023 (Compl. ¶ 1 & n.3) (describing the derivative claim that survived the motion to dismiss as “potentially worth more than \$660 million to SEP (and more than \$110 million to SEP’s public unitholders)”).
- 69  *Morris*, 2019 WL 4751521, at *13.
- 70  *Id.*
- 71  *Id.*
- 72  *Id.* at *14.
- 73  *Id.* (footnotes omitted).
- 74 See  *Parnes*, 722 A.2d at 1247 (finding that, after taking all pleaded facts as true and drawing reasonable inferences in the plaintiff’s favor, the plaintiff’s claim was direct and withstood dismissal);  *Primedia*, 67 A.3d at 479 (“Assuming these allegations are true, as I must at this procedural stage,”).
- 75  *Morris*, 2019 WL 4751521, at *5 (quoting *Morris v. Spectra Energy Partners (DE) GP, LP*, 2017 WL 2774559, *16 (Del. Ch. June 27, 2017)).
- 76  *Id.*
- 77 See  *Primedia*, 67 A.3d at 482–83 (after finding the \$190 million  *Brophy* claim material to the \$316 million merger, the court also discounted the  *Brophy* claim’s recovery to \$80 million to reflect the stockholders’ beneficial interest in the litigation recovery and compared it to the stockholders’ \$133 million *pro rata* share of the merger consideration).
- 78  *In re Massey Energy Co.*, 2011 WL 2176479, at *28–29.
- 79  *Primedia*, 67 A.3d at 483.
- 80  *Dover Historical Soc’y*, 838 A.2d at 1110 (emphasis in original) (quoting  *Stuart Kingston*, 596 A.2d at 1382).

EXHIBIT B

HUNTER MOUNTAIN INVESTMENT TRUST'S SUPPLEMENT TO RESPONSE TO MOTION TO STAY



KeyCite Yellow Flag - Negative Treatment

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June 28, 2004

1998 WL 13858

Only the Westlaw citation is currently available.

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Court of Chancery of Delaware.

SHAEV

v.

WYLY

No. 15559-NC.

|

Jan. 6, 1998.

Attorneys and Law Firms

[Norman M. Monhait](#), Rosenthal, Monhait, Gross & Goddess,
P.A., Wilmington, DE.

[R. Franklin Balotti](#), Richards, Layton & Finger, Wilmington,
DE.

Opinion

[STEELE](#), Vice Chancellor.

*1 On defendants' Motion for Summary Judgment, I find that where plaintiff: (1) currently owns shares in two independent corporations that used to stand in a parent/wholly-owned subsidiary relationship and (2) once had legal standing as a shareholder of the parent to bring a double derivative action on behalf of the former subsidiary for its directors' alleged breach of fiduciary duty but (3) lost that legal standing when the parent "spun-off" the subsidiary, plaintiff nonetheless has equitable standing to bring a derivative action on behalf of the former subsidiary to recover for the alleged breach of fiduciary duty, even though the challenged actions occurred before plaintiff could have owned shares in the subsidiary.

Facts

Plaintiff, David B. Shaev, brings this derivative action on behalf of Sterling Commerce, Inc. ("Commerce"). Commerce was formed in December of 1995 as a wholly-owned subsidiary of Sterling Software, Inc. ("Software"). Plaintiff has owned shares of Software for several years, but he first became a shareholder of Commerce on September 30, 1996, as the result of a spin-off in which he received shares of Commerce as a dividend.

On February 12, 1996, several months before the spin-off, Commerce's directors, Sam Wyly, Charles J. Wyly, Evan A. Wyly, Sterling L. Williams, Warner C. Blow, Honor R. Hill and Robert E. Cook (collectively "defendants"),¹ granted themselves options on 9,000,000 shares of Commerce stock, exercisable at \$24 per share.² Software's directors, at least four of whom were also directors of Commerce, approved the option plan on the same day. Software announced its approval of the option plan to its shareholders in a prospectus dated March 8, 1996. Software sold 18.4% of its Commerce shares in a public offering on March 13, 1996, and it divested itself of the remaining 81.6% in the spin-off.

Plaintiff alleges that the options, which may extract from Commerce between \$139 million and \$245 million, constitute excessive compensation to defendants. Plaintiff concedes that because he was a Software shareholder on March 8, 1996, he could have challenged the option plan at that time by filing a double derivative suit on Commerce's behalf. Once the Commerce spin-off was complete, and Software was no longer Commerce's parent, however, plaintiff lost his legal standing to bring a double derivative action on Commerce's behalf. Thus, on February 20, 1997, plaintiff filed suit derivatively on Commerce's behalf, alleging that defendants, "most of [whom] have two or three other full-time jobs ... as their primary occupations" and "cannot reasonably be expected to devote full time attention and service to the business of Commerce,"³ breached their fiduciary duty of loyalty by granting themselves excessive compensation in a self-interested transaction. Plaintiff seeks, *inter alia*, rescission of the option plan.

Defendants filed a Motion for Summary Judgment, arguing that because the board enacted the option plan when Commerce was a wholly-owned subsidiary of Software, they owed fiduciary duties solely to Software and its shareholders. Although plaintiff held Software shares at the time the options were granted, he did not bring suit in his capacity as a Software shareholder, double derivatively. Defendants contend that they owed plaintiff no fiduciary duty as a

“prospective” shareholder of Commerce and that plaintiff lacks standing to sue as a current shareholder of Commerce, because he does not satisfy the contemporaneous ownership requirement of 8 *Del. C.* § 327.

Discussion

*2 A motion for summary judgment may be granted when no genuine issue of material fact is in dispute, and the moving party is entitled to judgment as a matter of law.⁴ It is undisputed that at the time the option plan was created, Commerce was a wholly-owned subsidiary of Software. Defendants contend that under *Anadarko Petroleum Corp. v. Panhandle Eastern Corp.*,⁵ “[t]he directors of a wholly owned subsidiary cannot be held liable to post-spin stockholders for actions taken by those directors prior to the spin-off.”⁶ Defendants argue that *Anadarko* is directly on point and mandates that summary judgment be granted in their favor.

A brief discussion of *Anadarko*'s facts will reveal that the case is not on all fours with the instant case. In *Anadarko*, the Supreme Court addressed “whether a corporate parent and directors of a wholly-owned subsidiary owe fiduciary duties to the prospective stockholders of the subsidiary *after* the parent declares its intention to spin-off the subsidiary.”⁷ On August 20, 1986, Panhandle, the parent corporation of Anadarko, announced that on October 1, 1986, it would “distribut[e] one share of Anadarko common stock for each issued and outstanding share of Panhandle stock held of record on September 12, 1986.”⁸ To increase the value of the spin-off, representatives of the two corporations applied, successfully, to the New York Stock Exchange to create a market in Anadarko stock before the date of distribution. Approximately three million Anadarko shares were traded on a when-issued basis, reflecting the value of Anadarko as an independent entity, before the dividend distribution date.⁹ On September 30, 1996, one day before the distribution date, Anadarko's board, by a 3-2 vote, agreed to modify existing contracts between Panhandle and Anadarko in a manner that was favorable to Panhandle and unfavorable to Anadarko.

Anadarko sued Panhandle and the three former Anadarko directors who had approved the contract modifications. On appeal, Anadarko argued that the contracts were voidable because they were “unfair and were approved in violation of fiduciary duties owed to the prospective stockholders of

Anadarko.”¹⁰ The Supreme Court began its analysis by stating two settled rules of law: (1) “a parent does not owe a fiduciary duty to its wholly[[]-]owned subsidiary,”¹¹ and (2) “in a parent and wholly-owned subsidiary context, the directors of the subsidiary are obligated only to manage the affairs of the subsidiary in the best interests of the parent and its shareholders.”¹² Anadarko argued, *inter alia*, that the case at bar presented an exception to these general rules because “by setting a record date for the dividend distribution and by establishing a market for Anadarko shares to be traded on a when-issued basis,” Panhandle created a class of beneficial owners of Anadarko stock to whom it and the Anadarko directors owed fiduciary duties.¹³ The Supreme Court disagreed and held that even under the unique circumstances presented, no fiduciary duties were owed to the prospective Anadarko shareholders before the date of distribution.

*3 *Anadarko* is not controlling in the present case. Software did nothing between the announcement of the spin-off and the distribution date that could arguably suggest it created fiduciary duties where there otherwise were none, and plaintiff does not claim that Commerce's directors owed him a duty as a prospective Commerce shareholder. Unlike *Anadarko*, the spin-off in the present action had not been announced, and may not even have been contemplated, at the time the events now challenged as a breach of fiduciary duty took place. While the general fiduciary duty rules of parents and wholly-owned subsidiaries stated in *Anadarko* apply, the distinct scenario addressed in *Anadarko* is not in issue here. At the time the option plan was enacted, Commerce owed fiduciary duties only to Software and Software's shareholders. That is why, as both parties concede, plaintiff could have filed a double derivative action on Commerce's behalf between March 8 and September 30. Plaintiff never instituted such an action, however. Instead, plaintiff filed a derivative action as a current Commerce shareholder.

This brings us to defendants' second argument. It is undisputed that the option plan was enacted on February 12, 1996, but that plaintiff did not become a Commerce shareholder until September 30, 1996. Thus, defendants contend that plaintiff lacks standing to bring this derivative action, and this Court must grant defendants' Motion for Summary Judgment as a matter of law, because plaintiff was not a Commerce shareholder at the time of the alleged wrong. 8 *Del. C.* § 327 states:

In any derivative suit instituted by a stockholder of a corporation, it shall be averred in the complaint that the plaintiff was a stockholder of the corporation at the time of the transaction of which he complains or that his stock devolved upon him by operation of law.

Plaintiff argues that this presents a catch-22; he alleges that he can make out a case of corporate wrongdoing but, because of the strict application of some technical legal rules, he can sue neither derivatively nor double derivatively, and the alleged wrongdoers are insulated from suit. Plaintiff contends that a court of equity cannot sanction such a result. Indeed, this Court stated as much in *Helpand v. Gambee*.¹⁴

The plaintiff in *Helpand* owned shares in Twentieth Century Fox Film Corporation (“Fox of N.Y.”). Fox of N.Y. produced and distributed films and, through its wholly-owned subsidiary, National Theaters Corp. (“NTC”), owned and operated movie theatres. In 1951, pursuant to an antitrust consent decree, Fox of N.Y. began a reorganization to separate its film production and distribution assets from its theatre assets. The result of the reorganization, in simplified terms, was that Fox of N.Y. and NTC were dissolved and replaced by two new corporations, respectively, Fox of Delaware and National Theatres, Inc. (“NTI”). The former shareholders of Fox of N.Y., including the plaintiff, held two shares of stock for each share of Fox of N.Y. they had owned, one in Fox of Delaware and one in NTI. The shares in Fox of Delaware represented the shareholders’ interest in Fox’s film production and distribution business, and the shares in NTI represented the shareholders’ interest in Fox’s theatre business.

*4 The plaintiff later filed a derivative action on behalf of NTI seeking an accounting by its directors, who had also been directors of NTC, for their activities both before and after the reorganization. The director defendants moved to dismiss portions of the complaint on the grounds that, under section 327, the plaintiff had no standing to sue for alleged wrongdoing that occurred before she became a shareholder of NTI. It should be noted, although the *Helpand* Court did not, that before September of 1952, the plaintiff could have filed a double derivative action on behalf of NTC.

This Court allowed the plaintiff to pursue her derivative action, despite the language of section 327 and the fact that the plaintiff had voted in favor the reorganization. The Court found that the purpose of section 327, to prevent the purchasing of shares for the purpose of bringing a derivative action to recover for wrongdoing antedating the purchase, would not be served by preventing the plaintiff’s suit because she was not such a purchaser.¹⁵ The Court also noted that section 327 was not enacted “to prevent the correction of corporate wrongdoing.”¹⁶ Furthermore, the plaintiff had owned shares in Fox of N.Y. since 1941. Thus, the Court stated: “the fact that she holds two pieces of paper instead of one as evidence of her 1941 investment in Fox of New York should not ... foreclose her from complaining of acts antedating the incorporation of [NTI] when such corporation is in effect a successor to Fox of New York.”¹⁷

This case is analogous to *Helpand*. Plaintiff here did not purchase shares in Commerce to bring suit for actions taken before he was a shareholder. Like the plaintiff in *Helpand*, plaintiff here “was not a direct party to a transaction which made [him] a stockholder de novo.”¹⁸ Rather, plaintiff has owned shares in Software for several years, and he became a shareholder in Commerce only because Software declared the stock dividend. Thus, the sole aim of section 327 would not be served by denying plaintiff standing to sue.¹⁹ To the contrary, to deny standing on these facts would insulate defendants from potential liability for their alleged misdeeds.

Defendants argue that *Helpand* is no longer good law, having been implicitly overruled by *Anadarko*. Again, I believe defendants’ interpretation of *Anadarko* misses the mark. The contemporaneous ownership requirement of section 327 was not implicated in *Anadarko* because the former subsidiary corporation brought suit on its own behalf; no shareholder sued derivatively. *Anadarko*’s holding, that under the circumstances of that case, the parent corporation did not assume fiduciary duties with respect to a class of prospective shareholders the parent created by its own actions, has no applicability to the present case, where plaintiff seeks relief for alleged wrongs that occurred when plaintiff could not have been a prospective shareholder because the impending spin-off had not been announced and may not even have been contemplated.

Conclusion

*5 Plaintiff, as a Software shareholder, had the right to bring a double derivative action on behalf of Commerce for a period of months. Why he did not do so is unclear. I decide only that Software's decision to divest itself of its entire interest in Commerce cannot, as a matter of law, deprive plaintiff of standing to bring a derivative action on behalf of Commerce,





even where the challenged actions occurred before plaintiff owned shares in Commerce.

IT IS SO ORDERED.


All Citations

Not Reported in A.2d, 1998 WL 13858

Footnotes

- 1 Sterling Commerce, Inc., is a nominal defendant.
- 2 Honor R. Hill and Robert E. Cook did not vote in the original option grant; rather, they received their options automatically upon their election to Commerce's Board of Directors, on March 4, 1996. The right to receive the automatic options was established by the other five individual defendants, on February 12, 1996.
- 3 Complaint at para. 17.
- 4 See, e.g., **Berdel, Inc. v. Berman Real Estate Mgmt. Inc.**, Del.Ch., C.A. No. 13579, Jacobs, V.C., (Dec. 15, 1997), Mem.Op. at 2.
- 5 Del.Supr.,  545 A.2d 1171 (1988).
- 6 Defendants' Reply Brief in Support of Motion for Summary Judgment at 1.
- 7  **Anadarko**, 545 A.2d at 1172. (Emphasis added)
- 8  **Id.** at 1173.
- 9 **Id.** Trading also commenced on an “ex-distribution” basis, reflecting only the value of Panhandle, and continued to be traded the “regular way,” reflecting the combined value of both corporations. **Id.**
- 10 **Id.**
- 11 **Id.** at 1174. (Citations omitted)
- 12 **Id.**
- 13 **Id.**
- 14 Del.Ch.,  136 A.2d 558 (1957).
- 15 **Id.** at 562.
- 16 **Id.** at 561.
- 17 **Id.** at 562.

18 *Id.*

19 The sole purpose of [section 327](#) is “to prevent what has been considered an evil, namely, the purchasing of shares in order to maintain a derivative action designed to attack a transaction which occurred prior to the purchase of the stock.”  [Rosenthal v. Burry Biscuit Corp.](#), Del.Ch., 60 A.2d 106, 111 (1948).

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EXHIBIT 11

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

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In Re:)	Case No. 19-34054-sgj-11
)	Chapter 11
)	
HIGHLAND CAPITAL)	Dallas, Texas
MANAGEMENT, L.P.,)	June 12, 2024
	)	10:00 a.m. Docket
Reorganized Debtor.)	
	)	STATUS CONFERENCE RE:
	)	HIGHLAND'S MOTION TO STAY
	)	CONTESTED MATTER
)	

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE STACEY G.C. JERNIGAN,
UNITED STATES BANKRUPTCY JUDGE.

APPEARANCES:

For the Reorganized Debtor:	John A. Morris PACHULSKI STANG ZIEHL & JONES, LLP 780 Third Avenue, 34th Floor New York, NY 10017-2024 (212) 561-7760
For James P. Seery, Jr.:	Mark Stancil Joshua Seth Levy WILLKIE FARR & GALLAGHER, LLP 1875 K Street, NW Washington, DC 20006 (202) 303-1147
For Hunter Mountain Investment Trust, The Dugaboy Investment Trust:	Deborah Rose Deitsch-Perez Michael P. Aigen STINSON, LLP 2200 Ross Avenue, Suite 2900 Dallas, TX 75201 (214) 560-2201
Recorded by:	Michael F. Edmond, Sr. UNITED STATES BANKRUPTCY COURT 1100 Commerce Street, 12th Floor Dallas, TX 75242 (214) 753-2062

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Transcribed by: Kathy Rehling
311 Paradise Cove
Shady Shores, TX 76208
(972) 786-3063

Proceedings recorded by electronic sound recording;
transcript produced by transcription service.

1 DALLAS, TEXAS - JUNE 12, 2024 - 10:04 A.M.

2 THE CLERK: All rise.

3 THE COURT: Please be seated. We will now begin a
4 status conference we have set in Highland Capital, Case No.
5 19-34054. This pertains to an order staying a contested
6 matter that was initiated by Hunter Mountain Investment Trust.

7 All right. So let's get our lawyer appearances. We'll
8 ask for Hunter Mountain, your appearance, please?

9 MS. DEITSCH-PEREZ: Good morning, Your Honor. This
10 is Deborah Deitsch-Perez from Stinson for Hunter Mountain.
11 Mr. Aigen is also on the line, I see, and he may assist me by
12 pulling up a PowerPoint.

13 THE COURT: All right. I'm not sure why we're going
14 to need a PowerPoint, but things are complex, shall we say, in
15 this case as a general matter.

16 MS. DEITSCH-PEREZ: A short one.

17 THE COURT: So we will see what that's going to be
18 about.

19 All right. For the Debtor, who do we have appearing?

20 MR. MORRIS: Good morning, Your Honor. It's John
21 Morris from Pachulski Stang Ziehl & Jones on behalf of
22 Highland Capital Management, LP.

23 THE COURT: Okay. I should say Reorganized Debtor,
24 not Debtor. We're a few years down the road.

25 All right. Do we have other lawyers who want to appear

1 today?

2 MR. STANCIL: Your Honor, this is Mark Stancil from
3 Willkie Farr & Gallagher. I'm joined by my colleague, Josh
4 Levy. We represent Mr. Seery.

5 THE COURT: All right. Thank you.

6 Would that be all of our lawyer appearances, I presume?

7 All right. Well, let's be clear about why we are here.
8 And I'm sure the lawyers will correct me if I'm wrong. There
9 was a motion filed, I don't know, I would say January-ish of
10 this year by Hunter Mountain Trust -- I'll call it a
11 Gatekeeper Motion -- where Hunter Mountain was wanting leave
12 of this Court to file a lawsuit in the Delaware Chancery Court
13 against Mr. Seery regarding his role as the Claimant Trust
14 Trustee. And we had a hearing January 25th, and the Court
15 indicated it would stay the motion because I had -- I think
16 that was when I had under advisement, maybe I'd just taken
17 under advisement a Hunter Mountain motion for leave to file --
18 to go forward with another type of suit involving -- I think
19 it was the Valuation Suit.

20 MS. DEITSCH-PEREZ: Your Honor? Your Honor?

21 THE COURT: Okay. So, anyway, I know I stayed the
22 motion for leave to go forward in Delaware Chancery Court.
23 Ms. Deitsch-Perez, what were you wanting to say?

24 MS. DEITSCH-PEREZ: I was going to say I believe Your
25 Honor stayed the case awaiting your hearing and decision of

1 the motion to dismiss the valuation complaint.

2 MR. MORRIS: Correct.

3 THE COURT: All right. So, and I did go back and
4 look at my order a few days ago, and I said we'd have a status
5 conference after I ruled on that, right? So that's why we're
6 here?

7 MR. MORRIS: Yes.

8 MS. DEITSCH-PEREZ: I think so. What Your Honor said
9 was that you thought it was possible that your decision in the
10 valuation case might bear on the motion to stay -- on the
11 motion for leave, and so you stayed the matter, said we would
12 have a status conference after it was decided. After it was
13 decided, we called Ms. Ellison and asked for a status
14 conference so that we could address whether or not the
15 dismissal of the valuation complaint had any bearing on this
16 matter.

17 In a nutshell, the Court dismissed the valuation complaint
18 on the ground that the Plaintiffs had no standing to seek the
19 valuation because the conditions in the CTA had not been met.
20 Putting aside whether the parties believe that was correct --
21 it is being appealed -- the motion for leave is materially
22 different and cannot and should not be decided on the same
23 basis. And that's what we're here to discuss today.

24 THE COURT: All right. So we're here on the status
25 conference because I ruled we would have a status conference

1 down the road to look at whether should we continue to stay
2 the Hunter Mountain motion for leave to go forward in the
3 Delaware Chancery Court.

4 So we're here pursuant to my prior order. And your
5 client, Hunter Mountain, is arguing this is materially
6 different, and so I can't figure out for the life of me why
7 this is materially different. I'm just going to share my
8 thinking right now. I have ruled three times now, right, that
9 Hunter Mountain doesn't have standing. And I --

10 MS. DEITSCH-PEREZ: Your Honor, I --

11 THE COURT: And if it didn't have standing Time 1, 2,
12 and 3, why on earth would it have standing now?

13 MS. DEITSCH-PEREZ: Your Honor, I'm prepared to
14 explain why it's different. But if Your Honor has already
15 decided on the basis of what you already have before you that
16 Hunter Mountain has no standing, even though, here, the
17 allegations concern -- are that Mr. Seery is deliberately
18 manipulating the estate to maintain his tenure at his
19 \$150,000-a-month job by not paying creditors and refusing to
20 issue the certification. And that allegation, and the fact
21 that the law requires that this be decided by a Delaware
22 court, if those things are not enough for Your Honor to
23 believe that this matter is different and should be decided
24 differently, then we would ask that you simply rule that
25 Hunter Mountain has no standing and is not entitled to have a

1 Delaware court make the decision of the matters at issue in
2 the motion for leave, and we would take it up at the same time
3 as the valuation motion, so that the issue that Your Honor was
4 concerned about --

5 THE COURT: What do you mean, you would take it up at
6 the same time as the valuation motion?

7 MS. DEITSCH-PEREZ: In other words, if Your Honor
8 were to rule right now, as you've indicated, that you believe
9 that --

10 THE COURT: Right. You would appeal, and then what?
11 What do you mean?

12 MS. DEITSCH-PEREZ: If I could finish, Your Honor.
13 If Your Honor ruled that Hunter Mountain has no standing to
14 seek leave to sue Mr. Seery in Delaware court and that the CTA
15 overrides Delaware law if Delaware law --

16 THE COURT: Got it, got it, got it.

17 MS. DEITSCH-PEREZ: Right? Okay. If Your Honor were
18 to rule that and deny the motion for leave, we would appeal
19 that at the same time -- on the same timeline as the appeal of
20 the valuation decision. And then Your Honor's concern about
21 potentially conflicting rulings would not exist. We would
22 consent to the same court hearing both so that we --

23 THE COURT: What makes you think a district judge
24 would consolidate these two appeals? Or I guess it would be
25 three appeals.

1 MS. DEITSCH-PEREZ: We have no control over that, but
2 we would consent to it. The Debtor has expressed a concern
3 about inconsistent rulings, and so if both parties sought for
4 them to be -- the matters to be heard by the same judge --
5 we've done that in the past with all the -- with the reports
6 and recommendations arising out of the withdrawal of the
7 reference -- in every instance where the parties have
8 requested the same judge to hear appeals from this Court, the
9 District Court has agreed.

10 So while I certainly don't presume to control the District
11 Court, we have good evidence that they would do so. And that
12 would be the most efficient. It would minimize the chances of
13 inconsistent rulings.

14 THE COURT: Okay. I'm going to hear your PowerPoint
15 and see if there's something I'm missing, but this is really
16 -- you said extremely different, or words to that effect. But
17 I'm going to tell you right now, I would not -- to all the
18 lawyers -- I would not be presumptuous and think that some
19 district judge, let's say the one who has the current Hunter
20 Mountain appeals, I don't know if it's one judge or two, is
21 going to say, sure, we'll consolidate.

22 I mean, that's just not the way they work. Maybe you got
23 lucky. Probably it was the Note Litigation, okay, where it
24 made a ton of sense to consolidate that. But let me just be
25 blunt. Bankruptcy is not their priority. The Constitution

1 requires that criminal matters be their priority. They're
2 just, you know, they're not going to --

3 MS. DEITSCH-PEREZ: Your Honor, all we can do is ask.

4 THE COURT: They don't see the world the way we
5 bankruptcy nerds see the world. Okay? That's just my
6 experience. And I don't expect them to.

7 But, anyway, I -- who, by the way, has the Hunter Mountain
8 appeals? Do we have that handy? I'm just curious.

9 MS. DEITSCH-PEREZ: I don't --

10 THE COURT: Judge Ada Brown? Does she have all of
11 them, or just --

12 MR. MORRIS: She does. She has the main appeal of
13 the order denying the motion for leave to sue Mr. Seery,
14 Stonehill, and Farallon, the one that was the subject of the
15 evidentiary hearing last June. She does have that matter
16 right now.

17 THE COURT: And right now, do we have a judge
18 assigned to the more recent order denying --

19 MS. DEITSCH-PEREZ: That was just --

20 THE COURT: -- Hunter Mountain leave?

21 MR. MORRIS: Not that I know of.

22 MS. DEITSCH-PEREZ: That was --

23 MR. MORRIS: That notice of appeal was just filed, I
24 think, on June 7th, and I don't know if that's been assigned
25 yet.

1 THE COURT: My law clerk over here is saying no.
2 You're correct; there's no judge assigned to that. So we, you
3 know, we --

4 MS. DEITSCH-PEREZ: So it is possible, then, that we
5 could ask Judge Brown to hear all three. That's a
6 possibility.

7 MR. MORRIS: May I be heard at some point, Your
8 Honor?

9 THE COURT: Well, absolutely. Absolutely. But I am
10 just, I'm focusing on procedure at the moment. And we'll let
11 you explain why you think this is different, but surely you
12 know where my brain is.

13 I've ruled three times now that Hunter Mountain does not
14 have standing under the terms of the plan and under Delaware
15 law. And three times, we have written lengthy opinions on
16 that. And my impression, after sitting here 18 years, is the
17 District Court is going to be very irritated with me and
18 everyone else if I rule yet a fourth time on this and there is
19 an appeal sent their way. Consolidation or no consolidation,
20 at some point judicial economy and efficiency of the parties
21 rears its head.

22 I mean, why wouldn't I stay this further and see how Judge
23 Brown rules in the other matter? Heck, --

24 MS. DEITSCH-PEREZ: Your Honor, the --

25 THE COURT: -- at some point this plan could go

1 effective. I mean, excuse me, could be fully implemented.
2 But I think we know why it hasn't been. My impression is
3 certainly all we have left is to resolve all the litigation
4 involving your client.

5 MS. DEITSCH-PEREZ: Your Honor, the reason you cannot
6 stay it is because the Fifth Circuit and the Supreme Court
7 have a very high standard for staying litigation, and by
8 staying it you would be effectively denying the very relief
9 that's being sought. Hunter Mountain is entitled to try to
10 end this by removing a trustee with a conflict who is eating
11 up the costs -- the money in the estate. And we're entitled
12 to have that decided. And by staying it, you are effectively
13 denying the relief. That's what's impermissible. The Fifth
14 Circuit and the Supreme Court have set a very high bar to
15 staying litigation.

16 This is not like the motion for mediation, where we
17 harbored no illusion whatsoever that Your Honor would stay
18 litigation over the Debtor's objection. The only --

19 THE COURT: Okay. It never would have occurred to me
20 this was analogous to the motion to stay litigation. I think
21 it's analogous to three different motions your client has
22 filed and I've ruled on. I don't know, --

23 MS. DEITSCH-PEREZ: Your Honor, I will show you why
24 it's different.

25 THE COURT: -- what number of pages, Courtney, were

1 our three rulings? And I say three because --

2 MS. DEITSCH-PEREZ: Your Honor?

3 THE COURT: -- there was a motion for
4 reconsideration. I mean, a couple hundred pages of ink spilt
5 that some district judge --

6 MS. DEITSCH-PEREZ: Your Honor?

7 THE COURT: -- has got to read? And why are we doing
8 the same thing over and over? It's like the famous --

9 MS. DEITSCH-PEREZ: That's what I --

10 THE COURT: -- Einstein saying. You know, the famous
11 Einstein saying. What did he say?

12 MR. MORRIS: The definition of insanity, Your Honor,
13 doing the same thing over and over again, expecting a
14 different result? That was going to be my opening line.

15 THE COURT: Oh, wow. Oh, wow. Okay. Well, that's
16 --

17 MR. MORRIS: So we're in the same place.

18 THE COURT: -- definitely the one I was thinking.

19 MS. DEITSCH-PEREZ: Your Honor, the difference --

20 THE COURT: Okay. Ms. Deitsch, just --

21 MS. DEITSCH-PEREZ: The difference is that this was
22 --

23 THE COURT: -- let's make -- just make your
24 presentation and then we'll hear Mr. Morris's presentation.
25 If something is horribly lost on me, this is your chance to

1 show me that I am totally missing the boat on why this
2 situation is different.

3 MS. DEITSCH-PEREZ: Okay. There are two points here.
4 One is we would like you to understand why it's different and
5 see why it's different. But if you have already made up your
6 mind, then simply deny the motion for leave, opine that the
7 CTA overrides Delaware law, and the most efficient path is to
8 have this evaluation and the insider trading case be appealed
9 where that will be the most efficient use of resources.

10 So let me go -- could I ask --

11 MR. MORRIS: Your Honor, I apologize.

12 THE COURT: Okay. Before we do the whole PowerPoint,
13 --

14 MR. MORRIS: I would love to be heard on the
15 procedural point. Just the procedural point.

16 THE COURT: All right. You may, Mr. Morris.

17 MR. MORRIS: There is no motion to dismiss pending
18 before the Court. What you're being asked to do, the Court
19 doesn't have the authority to do. What we're here today to
20 decide is whether or not to extend the stay. The answer is
21 either going to be yes or no.

22 If the stay is extended, we're done. If the stay is not
23 extended, then we're going to have to answer the complaint.
24 And we're going to make a motion to dismiss. And we're going
25 to have a whole -- with a Rule 11 motion, because this is all

1 collaterally estopped. But putting that aside for the moment,
2 going to the District Court would be appropriate only if
3 Hunter Mountain agrees that the issues are the exact same as
4 raised in the stay.

5 You're about to hear a presentation that says, oh, no, no,
6 they're not. These issues have never been heard before,
7 they've never been briefed before, and there is no chance that
8 it would be appropriate that the Court would have the
9 authority to send this -- to make a decision on a case on a
10 matter that's never been briefed. Right?

11 It's either a stay or it's not a stay. If it's a stay,
12 let's go home. If it's not a stay, then we're going to answer
13 the complaint with a motion to dismiss, and they can come back
14 and tell us at that time, in writing, with notice, why they're
15 not collaterally estopped by Your Honor's prior orders.

16 That's all.

17 THE COURT: Okay.

18 MS. DEITSCH-PEREZ: And that would normally be the
19 case, Your Honor, but here the Court can sua sponte deny the
20 motion. The Court has said repeatedly that it views it as the
21 same. And so we are saying we would forego further briefing
22 if Your Honor wanted to simply sua sponte dismiss the matter
23 so that it could be appealed. And so it could be appealed on
24 the same timeline more or less as the other matters that are
25 proceeding.

1 I'll continue on now with --

2 THE COURT: Okay. Well, --

3 MS. DEITSCH-PEREZ: -- with the presentation.

4 THE COURT: I'll state the obvious. And as Mr.
5 Morris said but I think you know very well, Ms. Deitsch-Perez,
6 this is just a motion to unstay the contested matter -- I
7 mean, it may be premature to call it a contested matter -- to
8 unstay proceedings on Hunter Mountain's motion for leave to
9 file a complaint in the Delaware Chancery Court. Should I
10 keep the stay in place or not? Okay? So, --

11 MS. DEITSCH-PEREZ: I understand we're --

12 THE COURT: -- I don't think anyone has any confusion
13 about that, and it's the reason why I said something about you
14 having a PowerPoint. I was a little surprised that you would
15 have a PowerPoint on this, but if you do, you do. I'll let
16 you present it.

17 But I would never jump ahead, just so everyone is crystal
18 clear, I would never jump ahead to a substantive ruling today
19 that I'm denying your motion for leave to file the complaint
20 in the Delaware Chancery Court. It would be either we're
21 continuing the stay, we're going to continue the stay, please
22 upload a new order supplementing my prior order saying the
23 stay is going to be continued until whatever we decide, or
24 it's going to be the stay is lifted, parties have, you know,
25 21 days to respond to Hunter Mountain's motion for leave to

1 file a complaint. Okay? So I hope there was no confusion on
2 that.

3 MS. DEITSCH-PEREZ: No, Your Honor, we were simply
4 responding to your repeated suggestion that this is the same
5 and Hunter Mountain has no standing and the CTA overrides
6 Delaware law, which was, if that was already determined and
7 you did not need further explanation from the Reorganized
8 Debtor on that in opposition, because we've already filed the
9 motion for leave, then we would not argue as a procedural
10 point that Your Honor could not simply make a decision.

11 THE COURT: Okay.

12 MS. DEITSCH-PEREZ: I understand that Mr. Morris is
13 saying he does not want that because the whole goal here is to
14 delay this long enough so that we can never be heard in
15 Delaware. So I understand Mr. Morris's position.

16 MR. MORRIS: You know, Your Honor, I just, I so
17 regret these ad hominem attacks. The fact of the matter is we
18 don't have a pleading. We're about to hear arguments from Ms.
19 Deitsch-Perez for the very first time. She's never briefed
20 these issues. And I'm just going to leave it at that. This
21 is just so improper.

22 THE COURT: All right. Well, how lengthy is your
23 PowerPoint, and is it really geared towards the stay issue?

24 MS. DEITSCH-PEREZ: It is, Your Honor. It's seven
25 slides.

1 THE COURT: Okay.

2 MS. DEITSCH-PEREZ: It's not very long. And there is
3 nothing that we are going to raise that the Debtor is not
4 aware of.

5 THE COURT: All right. Well, I'll let you present
6 your seven slides. And, again, I think we're all crystal
7 clear. This is just about is it time to lift the stay. And
8 we've had a lot of preliminary discussions and I've made a lot
9 of comments because it just seemed like the common-sense
10 approach we might all agree to was let the District Court
11 decide your appeal. She may say --

12 MS. DEITSCH-PEREZ: We do not agree to that --

13 THE COURT: -- Hunter Mountain has standing. She may
14 say Hunter Mountain has standing, let them go forward with
15 their valuation thing, with their suit they want to file
16 against Farallon and whoever the other one was, I can't
17 remember. You know, let them -- they have standing. She may
18 view the plan documents, the Claimant Trust Agreement,
19 Delaware law different. If she does, then absolutely I
20 probably should lift the stay in this matter. I mean, I
21 guess. I don't know.

22 MS. DEITSCH-PEREZ: Your Honor?

23 THE COURT: But it just seems like a matter of
24 efficiency. You filed the appeals. You want it heard.
25 You're entitled to that. Let that happen, and then we'll

1 figure out where we go from there. Except, as we well know,
2 probably one party will file an appeal to the Fifth Circuit.
3 So I'm just trying to understand what is rational here, and --

4 MS. DEITSCH-PEREZ: The Fifth Circuit has already
5 rejected this very maneuver. And we have a slide that will
6 tell you the --

7 THE COURT: Maneuver? What maneuver? What maneuver?
8 Whose maneuver?

9 MS. DEITSCH-PEREZ: The maneuver is to stay a case,
10 but it's the Debtor's request, to stay a case while awaiting
11 other cases' decisions on standing. That's not proper. All
12 of the cases should go up at the same time. If there's a
13 dispositive ruling on standing at some point, well, it could
14 be raised at that time. But there's no reason to stay, to
15 prevent a party from having its day in court, because of the
16 potential that another case is going to decide a similar or
17 even the very same --

18 THE COURT: Okay. Present your PowerPoint and we'll
19 perhaps better understand.

20 MS. DEITSCH-PEREZ: Okay. So, I'm --

21 Mike, if you can pull it up and go to Slide 2.

22 Okay. So, and before I get to that, yesterday we filed a
23 notice of supplemental authority because since -- this is a
24 very unusual circumstance.

25 THE COURT: Where did you file that?

1 MS. DEITSCH-PEREZ: In the bankruptcy. We filed a
2 copy of the *Morris v. Spectra* Delaware case that the Debtor
3 already had because we had found it, I think Mr. Aigen
4 deserves the credit for this, and had provided it to the other
5 counsel for HMIT to --

6 THE COURT: Okay. Just so you know, I've not seen
7 it, I've not read it. So, --

8 MS. DEITSCH-PEREZ: Okay. I will describe it --

9 THE COURT: And I would not have been looking for it
10 before a status conference.

11 MS. DEITSCH-PEREZ: Okay. I will -- it's very easy
12 to describe. It's a Delaware case. And that was a case where
13 someone was attempting to challenge -- a former shareholder
14 was attempting to challenge a merger. And normally the rule
15 in Delaware is, if you're not a shareholder, you can't
16 challenge it anymore. You're not a shareholder; you can't
17 challenge the merger.

18 But the claim there was that the Defendants had wrongfully
19 caused the merger to eliminate the shareholders' ability to
20 complain. And the Delaware Supreme Court said, gee, if
21 someone deliberately does something to strip someone of their
22 standing, we're not going to allow that, so we are going to
23 allow someone who is no longer a shareholder to still complain
24 about the merger.

25 And this is what we found, this is the most analogous

1 Delaware law we have found, and shows that it is appropriate,
2 if someone does something that prevents someone from having
3 standing, the Court should still allow the case to go forward.

4 So that's one reason why this is different. But the right
5 to be heard in Delaware on an issue of the workings of a
6 trust, on the issue of removing a trust, that's something that
7 is subject to Delaware law and has to be decided by a Delaware
8 court. And we cited in the opposition to the stay the *United*
9 *Brotherhood* case and the Delaware statute that provides that.

10 And so that's another reason this case is different than
11 the insider trading case or the valuation case, because this
12 expressly involves the internal workings of a trust, which,
13 even if you had a contract that had a venue provision,
14 Delaware law says you can ignore that because this is
15 important enough that we want this resolved by a Delaware
16 court.

17 So, in Your Honor's decision dismissing the valuation
18 proceeding, you relied on the Plaintiff's supposed agreement
19 to the CTA as precluding them from challenging it or from
20 invoking the duty of good faith and fair dealing. And I think
21 you said something like that earlier today also. But that
22 analysis is wrong here.

23 First, Hunter Mountain didn't negotiate or agree to the
24 CTA. If you remember, at the time of the plan, the estate's
25 projections were that payments would only be made through

1 Class 8. So Classes 10 or 11 had no reason to address the
2 CTA.

3 But second, the duty of good faith and fair dealing can,
4 should, really, must be raised when a party's actions actually
5 prevent a condition precedent from occurring.

6 So the Court's conclusion that the existence of a
7 condition precedent -- in other words, the conditions for
8 vesting -- precludes a claim for good faith and fair dealing
9 ignores the whole body of law that a party can't take
10 advantage of his own wrongdoing.

11 So this isn't a case -- this usually comes up in the
12 circumstance where somebody is claiming there's a breach of
13 good faith and fair dealing because a party didn't do
14 something that's expressly not required by the contract, where
15 the duty of good faith and fair dealing is being used to
16 contradict the contract. But that's not what's happening
17 here.

18 Here, the complaint that is sought to be brought in
19 Delaware is saying that Mr. Seery is thwarting the occurrence
20 of the condition precedent, and the Plaintiff is entitled to
21 have its allegations taken as true. And if that is true, that
22 is the classic case for the invocation of good faith and fair
23 dealing.

24 And we cite in the motion for leave the *Dunlap* case, the
25 *Injective Labs* case, and the *Snow Phipps* case, all of which

1 are cases where there was some condition in the contract that
2 the other side was alleged to be preventing from happening,
3 and the courts allowed those -- either allowed the -- said
4 that the parties (inaudible) to make that clear or allow the
5 claim to go forward.

6 So these cases are directly counter to this case's
7 mistaken conclusion that the vesting provision precludes HMIT
8 from raising the good faith and fair dealing here. This is
9 exactly when you must raise good faith and fair dealing, and
10 it's entirely appropriate. So it is not like the valuation
11 case, which was asking for information. It's not exactly like
12 the insider trading case, either. Here, it is exactly when
13 good faith and fair dealing governs.

14 So, for all of these reasons, the Court's prior decisions
15 aren't governing here and are not a basis for staying or
16 denying the gatekeeper matter.

17 But as we've said, if the Court's already decided
18 otherwise, we would not object to the procedure of the Court
19 sua sponte simply sending this on. What would not be fair
20 would be stalling this case to prevent HMIT from seeking the
21 Delaware decision-making to which it's entitled. And that's
22 why, when the issue is a stay of court proceedings, the Fifth
23 Circuit and the Supreme Court have a very high bar.

24 Mike, next slide. Mike, Slide 3. Okay.

25 Okay. So let's remember the standard for obtaining a

1 stay: A strong showing of likelihood to succeed on the
2 merits; whether the movant -- that's the Debtor here -- will
3 be irreparably harmed absent a stay; whether the issuance of a
4 stay will injure other interested parties -- Hunter Mountain;
5 and where the public interest lies.

6 And the Supreme Court has characterized the circumstances
7 in which a stay is appropriate as rare. And that's the *Landis*
8 case cited by the Northern District.

9 And Highland, in the motion for stay, doesn't address this
10 standard at all. And in the initial hearing we had, Highland
11 said, and the Court seemed to agree, well, the standard isn't
12 required because, remember, when you all sought a stay for the
13 mediation, you didn't raise the standard.

14 But that was very different, because for the mediation we
15 had no illusion that Your Honor would grant a stay over the
16 objection of the Debtor. So, really, what we were talking
17 about in that circumstance is a consensual stay. And then the
18 standard wouldn't apply.

19 Let's go to Slide 4, Mike.

20 Okay. And here is the case, the *Jamison* case, which
21 relied on Supreme Court *Landis* case, said the defendant
22 requested a stay pending the Supreme Court's rulings on two
23 different cases where the same or virtually the same standing
24 question was raised, and the Court denied the motion, saying
25 that, because standing is an issue that can be raised at any

1 time, there was no reason to stay, because if the Supreme
2 Court made a ruling that was dispositive it could be raised
3 when that happened.

4 And that's exactly what the circumstance is here. The
5 case should go forward, and if the Fifth Circuit makes a
6 dispositive ruling, if there's a dispositive ruling that would
7 end one of these other cases and is not distinguishable, it
8 could be raised at that time.

9 So, go to the next slide.

10 Okay. And so the Fifth Circuit has also said
11 discretionary stays, even when -- if they are lengthy or
12 indefinite, should not be granted. That is exactly what the
13 Debtor is asking for here. Let's take a look at how long
14 things have been taking.

15 Go to Slide 6.

16 Okay. The Notes cases, the Court's reports and
17 recommendations, December '22, the Notes case is still pending
18 in the Fifth Circuit, the HarbourVest settlement. And this is
19 not including the lower court, the District Court intermediate
20 action. Two years. UBS, I mean, huge amounts of time. It's
21 one and half to two years. All of them.

22 So if in fact the Court were to stay until a final
23 decision, or even the decision of the next court, we are
24 talking about a long enough time that it creates the very harm
25 that the motion for leave -- that the complaint that Hunter

1 Mountain is trying to file is seeking to avoid.

2 This Court knows how long it takes to get through the
3 District Court, out of the Fifth Circuit, much less, as we
4 have with the release matter, going all the way to the Supreme
5 Court.

6 So, if Hunter Mountain has to await a final nonappealable
7 decision of the valuation proceeding before it can even start
8 to seek to remove Seery in Delaware court, even winning would
9 be a pyrrhic victory, because Mr. Seery will have remained
10 employed and spending money and moving money into the
11 indemnity subtrust for two or more years. And so a stay
12 thereby creates irreparable harm for Hunter Mountain.

13 So, in sum, using the Claimant Trust Agreement to preclude
14 Hunter Mountain from seeking removal of the Trustee actually
15 underscores why Delaware law is crafted the way it is. Were
16 it not for the duty of good faith and fair dealing imposed by
17 Delaware law, Mr. Seery could arguably continually increase
18 the funds set aside for indemnification, indefinitely withhold
19 final distributions to Class 9 -- we believe Class 8 has
20 already been paid in full -- and refuse to file the GUC
21 certification.

22 Would it be okay if he paid everything other than \$10 and
23 refused to issue the GUC certification based on a theoretical
24 possibility that he might need more money for indemnification?
25 The amount that's been set aside for indemnification is so

1 much more than the \$25 million that was originally
2 contemplated at the time of the plan. So this is exactly the
3 kind of conflict that Delaware Code Section 3327 regarding the
4 removal of trustees is designed to prevent. It's designed to
5 prevent the conflict where the trustee has a reason to hold
6 onto the money that he or it is holding in trust for another
7 party.

8 This is -- whatever the excess is, that belongs to Hunter
9 Mountain. It doesn't belong to the professionals. It doesn't
10 belong to Mr. Seery. And so someone who does not have this
11 conflict should be making these decisions. And Hunter
12 Mountain is entitled to go to Delaware for that decision.

13 So, putting this on ice is simply allowing the Claimant
14 Trust to avoid scrutiny, and we would ask that Your Honor not
15 do that.

16 Thank you.

17 THE COURT: Mr. Morris?

18 MR. MORRIS: Your Honor, I just want to begin where
19 counsel left off. The excess -- if there is such a thing, and
20 I don't know that there is, and I don't know that anybody will
21 know until the case is over -- but the so-called excess
22 belongs first to indemnified parties. Indemnified parties
23 have a contractual right to be indemnified, frankly, before
24 Class 8 or Class 9 receive a nickel, let alone Class 10 or 11.

25 So let's be really clear that what's happening here, as

1 Your Honor alluded to earlier, is that resources must be
2 husbanded because of the ongoing onslaught of litigation.
3 This case could be over tomorrow if Mr. Dondero would give a
4 release to all protected parties.

5 So, just a little bit of background, though. Obviously,
6 this issue of Hunter Mountain and Dugaboy's standing has been
7 percolating for exactly two years. It was in June of 2022
8 that Mr. Draper on behalf of Dugaboy brought the first
9 valuation motion. He was soon joined by Mr. Phillips on
10 behalf of Hunter Mountain. That effort was the subject of
11 substantial briefing over the rights or so-called rights or
12 potential rights of Class 10 and Class 11, and ultimately Your
13 Honor decided that the relief they sought was not appropriate
14 as a contested matter and had to proceed as an adversary
15 proceeding.

16 The next calendar year, 2023, we have a new lawyer for
17 Hunter Mountain, Sawnie McEntire and his firm. Again, the
18 issues of standing and Hunter Mountain's unvested contingent
19 interest and the meaning of that were the subject of
20 substantial litigation in 2023.

21 Now we've got a third lawyer, the Stinson firm, again
22 representing Hunter Mountain, again raising basically the
23 exact same issue.

24 Your Honor has issued multiple decisions that go into
25 great detail. I want to just read just a couple of lines from

1 the Court's most recent decision that was filed at Docket No.
2 26 in Adversary Proceeding 23-03038.

3 On Page 29, the Court wrote that the Court "finds and
4 concludes that under the terms of the CTA and Delaware law,
5 Plaintiffs are not beneficiaries or beneficial owners of the
6 Claimant Trust who would be entitled to assert rights under
7 the CTA. The Claimant Trust is a Delaware statutory trust
8 governed by the Delaware Statutory Trust Act, and the Trust
9 Act does define 'Beneficial Owner' and uses that term
10 exclusively to refer to the beneficiaries of a Delaware
11 statutory trust. Specifically, under the Trust Act, a trust's
12 -- a statutory trust's beneficial owners are any owners of a
13 beneficial interest in a statutory trust, the fact of
14 ownership to be determined and evidenced in conformity with
15 the applicable provisions of the governing instrument of the
16 statutory trust."

17 Your Honor went on at Page 30, said, "It appears that
18 Plaintiffs may be frustrated that they did not negotiate or
19 obtain the same oversight rights as the actual Claimant Trust
20 beneficiaries in the plan and the CTA. The plan, with the
21 incorporated CTA, was confirmed over three years ago now, and
22 neither the Plaintiff -- neither of the Plaintiffs objected or
23 appealed to the terms of the plan or the CTA that dictate
24 those oversight rights. The Fifth Circuit, in September of
25 2022, affirmed the confirmation order and the terms of the

1 plan and its incorporated documents, including the CTA, in all
2 respects other than striking certain exculpations."

3 Then, finally, Your Honor pointed out that "Plaintiffs
4 make an argument that an implied covenant of good faith and
5 fair dealing under Delaware law necessarily means that the
6 terms of the CTA that govern the parties' rights here,
7 including the information rights and the rights to an
8 accounting from the Claimant Trustee that Plaintiffs seek in
9 Count One can be overridden here. The Court disagrees. The
10 Court will not use the implied covenant of good faith to
11 override the rights and responsibilities that were bargained
12 for in the trust agreement."

13 An exhaustive opinion. It is collateral estoppel at this
14 point. I frankly think that Rule 11 gets implicated when
15 lawyers continue to push issues that have already been
16 decided.

17 It is the exact same issue. There is no claim for breach
18 of good faith and fair dealing in the complaint. Just look at
19 the proposed complaint that was filed at Docket No. 4000.
20 Exhibit 1. There are five causes of action. Every one of
21 them is premised not on a breach of good faith and fair
22 dealing but on a breach of Delaware Corporate Law 3327. And
23 as Your Honor knows from the extensive briefing that we've
24 had, the Court looks to the trust document to determine the
25 rights of the beneficiaries, and only beneficiaries have

1 rights under 3327.

2 This is law of the case. These parties are collaterally
3 estopped from continuing to do this. The fact that they
4 suggest that they could just bring lawsuit after lawsuit after
5 lawsuit after lawsuit, where standing is always going to a
6 threshold issue, until every single judge in the Northern
7 District of Texas has an opportunity to weigh in is
8 preposterous.

9 Let me go through -- let me just refer and respond to a
10 couple of these last points. The statute that Ms. Deitsch-
11 Perez cited in her first slide, 3804(e), it only applies if
12 you're a beneficial owner. This Court has decided multiple
13 times Hunter Mountain and Dugaboy are not beneficial owners.

14 Next. The duty of good faith and fair dealing, as I
15 mentioned, it's not even a claim in the proposed complaint.
16 And I know of no law, and I don't think anybody will ever be
17 able to cite any law, that suggests a party to a contract owes
18 a duty of good faith and fair dealing to someone with no
19 rights under the contract. How is that even -- how does that
20 even make sense?

21 I have no rights under the contract, that's what this
22 Court has already held, but somehow Mr. Seery has an implied
23 duty of good faith and fair dealing. Makes absolutely no
24 sense.

25 The standard of likelihood of success on the merits.

1 Right? I don't think that standard applies when the Court is
2 just policing its docket. But even if it did, likelihood of
3 success on the merits? It's a certainty. The Court has
4 already decided. We have won. Right? They can't -- they
5 have no standing. So there's a hundred-percent certainty that
6 we're likely to succeed on the merits.

7 This is not going to be lengthy or indefinite, and I will,
8 you know, just say, Your Honor, that the Plaintiffs here have
9 some control over this. There probably hasn't been five
10 percent of the appeals where we don't get eventually some
11 request for an extension of time. It happens every time.
12 They're taking weeks now to file their appellate record.
13 They're within the rules. They have the right to do. But if
14 they want this to proceed more quickly, stop asking for
15 extensions of time. We'll move quickly. We don't have a
16 problem doing that at all.

17 Mr. Seery owes no --

18 MS. DEITSCH-PEREZ: Your -- I have to interrupt on
19 that.

20 THE COURT: You will have your rebuttal time, but let
21 Mr. Morris finish, please.

22 MR. MORRIS: Mr. Seery owes no duties to Hunter
23 Mountain and to Dugaboy. He never has. We have an agreement.
24 The agreement has been affirmed. The merits of that have been
25 decided multiple times.

1 The Court should continue the stay here. The Court should
2 allow the District Court, and, if necessary, the Fifth
3 Circuit, to opine and let it take its course. Right? We're
4 happy to work as quickly as they want. Not on an expedited
5 basis, but within the rules. And if they do the same, I think
6 this will get decided much quicker than they think.

7 In the alternative, Your Honor, if the Court for any
8 reason wants to lift the stay, we would request 30 days to
9 file an opposition here, and we will be filing a Rule 11.

10 I do just want to mention one last thing. Because as
11 counsel pointed out, they filed a so-called supplement at 7:00
12 p.m. Eastern Time last night on the docket. I was out with my
13 wife at the theater, and really haven't had any opportunity to
14 look at this in any detail.

15 I will tell you that I -- Ms. Deitsch-Perez and I emailed
16 multiple times yesterday. She and Mr. Aigen have been
17 emailing me multiple times in the last week. No courtesy of a
18 heads up. No suggestion that maybe we should adjourn this.
19 No citation in their pleading as to why they think they get to
20 file a surreply the eve before trial. There's no rule that
21 allows them to do so.

22 And I would just, you know, just very quickly, Your Honor,
23 the two cases that they cite are from 2021 and 1998. Those
24 cases were decided even before Mr. Draper filed his first
25 motion for valuation information two years ago.

1 The cases are easily distinguishable. They have nothing
2 to do with statutory trusts. They have nothing to do with the
3 definition of beneficiaries. They have nothing to do with
4 Section 3327.

5 But I will say, Your Honor, if, upon reflection, the Court
6 has any thought that those cases are at all relevant, we would
7 respectfully request the opportunity to brief it. I don't
8 think it's necessary. I think the filing was improper. But
9 even if the Court accepts them, I think those cases are so
10 easily distinguishable that it won't matter. But if, you
11 know, it's not fair to be treated this way, to email multiple
12 times, to give no notice, to file it 15 hours before a
13 hearing, with no rule citation, with no right to do so, and
14 expect the Court or expect me, frankly, to be prepared to
15 fully address it. I've addressed it as best I'm able under
16 the circumstances.

17 I think the motion to stay should be extended until a
18 court of competent jurisdiction issues a final nonappealable,
19 you know, affirmation, determination, on Your Honor's motion
20 to dismiss the valuation proceeding.

21 THE COURT: All right. Before I hear any last word
22 from Ms. Deitsch-Perez, I know Mr. Seery's counsel made an
23 appearance. Is there anything you would like to say?

24 MR. STANCIL: No, Your Honor. I think Mr. Morris
25 covered it quite well.

1 THE COURT: All right. Ms. Deitsch-Perez, you get
2 the last word.

3 MS. DEITSCH-PEREZ: Your Honor, I've explained why
4 this case is different and why a party cannot prevent another
5 party from gaining rights under a contract. That is the
6 epitome of breaching the contract by breaching the duty of
7 good faith and fair dealing which is inherent in the contract.

8 Mr. Morris's argument that, oh, the stay is of no great
9 moment because you could move expeditiously is incorrect,
10 because, for example, the delays in the record, that is not
11 something -- and he well knows, that is not something a party
12 can control. The Court moves the record and the parties are
13 stuck with however long that takes. And if one were to look
14 at the record of the extensions in the appeals, they have --
15 equally well if not more so than the Debtor's side. And so I
16 take exception to that.

17 And finally, the Reorganized Debtor is something of a
18 bully. Every time that they don't like something, there has
19 been a threat that we're going to seek sanctions. It's a way
20 of trying to scare lawyers from exercising their duties to
21 their clients. If he's going to make -- if the Debtor is
22 going to make a sanctions motion, we'll fight it. We've
23 fought it before. Sometimes they've threatened it and not
24 done it.

25 But it is, I will point out, it is itself a violation of

1 Rule 11 to willfully and disingenuously threaten sanctions to
2 try and prevent litigation. And that's what we think is going
3 on here. It's a club.

4 If this matter is stayed, Hunter Mountain -- it's no
5 different than if this Court simply denied the motion, because
6 the passage of time will eviscerate what's in the estate.

7 Thank you.

8 THE COURT: I'm going to ask this question. I've
9 asked it before in prior hearings, but I'm asking it again.
10 And I always am asking it because of, well, a couple reasons.
11 I've raised the issue of judicial economy and concerns about
12 the efficient administration of justice and what's in the
13 interest of the parties. How many appeals do we have pending
14 or have been made since confirmation of the plan in February
15 2021? And I'm concerned about judicial economy, yes, but I'm
16 also --

17 MS. DEITSCH-PEREZ: Your Honor, --

18 THE COURT: Let me -- here is another reason I ask.
19 It is argued as part of the lawsuit you want to file that Mr.
20 Seery isn't wrapping things up. But, of course, part of that
21 hinges on are there appeals still pending. Okay? So I ask
22 for those two reasons. I don't know if anyone has it at their
23 fingertips, but it is --

24 MS. DEITSCH-PEREZ: Your Honor?

25 THE COURT: -- germane to everything I've heard here.

1 Okay? So who has --

2 MS. DEITSCH-PEREZ: Your Honor, there --

3 THE COURT: -- the answer at their fingertips?

4 Either one of you?

5 MS. DEITSCH-PEREZ: Your Honor, there are not very
6 many appeals still pending, but I would point out that some of
7 these have been successful. That Your Honor's contempt
8 decision was reversed. The release issue was partially
9 reversed. So, --

10 THE COURT: Reversed and remanded for me to have
11 follow-up hearings. So not done, by the way, but anyway,
12 we'll have a hearing on that remand at some point.

13 MS. DEITSCH-PEREZ: But these are --

14 THE COURT: So, but anyway, the question was how
15 many.

16 MS. DEITSCH-PEREZ: And I don't know exactly how
17 many, but there are relatively few. If the issue is how much
18 money is needed to be set aside for indemnification, there are
19 relatively few appeals pending.

20 THE COURT: That is a non-answer. Okay?

21 MR. MORRIS: I'm counting, Your Honor.

22 THE COURT: Okay.

23 MS. DEITSCH-PEREZ: I would object to an off-the-cuff
24 response.

25 MR. MORRIS: I'm counting.

1 MS. DEITSCH-PEREZ: We will follow up with the Court
2 and give you an exact number.

3 THE COURT: You know what, I --

4 MR. MORRIS: I believe -- I think --

5 THE COURT: My decision today is likely not going to
6 hinge on the precise answer here. Okay? I'm just asking a
7 question because I'm worried about judicial economy and what's
8 efficient, and I'm worried about a lingering continuing
9 argument that Mr. Seery is not wrapping things up quickly
10 enough. And I think the answer --

11 MS. DEITSCH-PEREZ: There's not a hundred million
12 dollars.

13 THE COURT: -- to this question is relevant to both
14 of those concerns. Having the precise answer, you know, no,
15 but I'd like a ballpark answer --

16 MS. DEITSCH-PEREZ: Here's the --

17 THE COURT: -- at least, if not precise.

18 MR. MORRIS: Your Honor, the ballpark --

19 MS. DEITSCH-PEREZ: Here's the important answer, Your
20 Honor.

21 MR. MORRIS: The ballpark --

22 MS. DEITSCH-PEREZ: It's there's not a hundred
23 million dollars' worth of legal work left to do.

24 THE COURT: I just --

25 MS. DEITSCH-PEREZ: It's --

1 THE COURT: -- asked for the answer to a question,
2 not an argument.

3 MR. MORRIS: Your Honor?

4 THE COURT: Mr. Morris, do you have an answer?

5 MR. MORRIS: It's approximately 55. But that
6 includes --

7 MS. DEITSCH-PEREZ: There are not 55 appeals
8 outstanding.

9 THE COURT: Stop interrupting. I want to hear the
10 complete answer.

11 Fifty-five is what, the number of notices of appeal ever
12 filed since the plan was confirmed?

13 MR. MORRIS: There are approximately 55 appeals that
14 have been filed in the Highland bankruptcy case. Some of
15 them, admittedly, include both an appeal to the District Court
16 and then, you know, depending on the outcome there, an appeal
17 to the Fifth Circuit. So it might involve the same case.

18 THE COURT: Okay.

19 MR. MORRIS: But there have been 55 appeals. Could
20 be 54, could be 56, something like that.

21 THE COURT: Okay.

22 MR. MORRIS: And there's -- and there's probably --
23 there's probably at least eight or ten in the pipeline.

24 THE COURT: Eight or ten, do you mean still pending
25 when you say in the pipeline?

1 MR. MORRIS: Still pending. Either haven't been
2 briefed at all; they've been briefed and we're waiting for a
3 court to rule; you know, it's in the District Court so we'll
4 have to await the outcome there and then see if we go to the
5 Fifth Circuit. I think there are -- I think we're waiting on
6 several decisions for the Fifth Circuit. I think there are
7 three matters in the pipeline in the Fifth Circuit, and
8 there's probably four or five in the District Court.

9 MS. DEITSCH-PEREZ: Most of which have been largely
10 briefed, so that we are awaiting decision. It's a small
11 handful where there's still work to be done.

12 MR. MORRIS: Your Honor, just -- your decision last
13 week, we don't even have a judge in the District Court. The
14 notion that this is somehow, you know, on the precipice of
15 completing litigation, it's just not realistic. I'll just
16 leave it --

17 MS. DEITSCH-PEREZ: That's not the point. The point
18 --

19 THE COURT: Look, I've heard about this enough. I
20 know that sometimes, luck of the draw, you have a judge, let's
21 say a district judge who doesn't have criminal jury trials
22 week, week, week, week, week, for the next six months, and
23 sometimes you have someone who just wrapped up something huge
24 and can get to an appeal quickly. We're coming up on August
25 before we know it, when we have changes of law clerks, new law

1 clerks coming in. And just who knows. Nobody can predict.
2 But I just wanted sheer numbers.

3 And my last question on this is, we technically had a
4 three-year trust duration, right? And I'm sure this is like
5 every other one I've ever seen in all these years: There's an
6 ability to extend the life of the trust. Am I correct that in
7 August we have a three-year end of trust --

8 MR. MORRIS: Your Honor?

9 THE COURT: -- unless otherwise extended, Mr. Morris?

10 MR. MORRIS: Your Honor, you're exactly right. And
11 we will be filing a motion, probably in the next week or two,
12 to continue the trust, precisely because of all of this
13 litigation will not be resolved on the third anniversary. So
14 you're exactly right, Your Honor. We're in the process of
15 drafting it. I can't see how it will be opposed, but I'm sure
16 it will be.

17 We'll have a chart of all of the outstanding litigation.
18 Your Honor will see how many pieces of litigation are still
19 outstanding at that time. But I do expect to file that with
20 the Court in the next week or two.

21 THE COURT: All right. And I won't get ahead of
22 myself, but, really, the only thing, I'm guessing, after close
23 to three years, that is left as far as trust administration is
24 concluding these lawsuits. Probably all the assets have been
25 liquidated, right, at this point? Or --

1 MR. MORRIS: You know, I don't know off the top of my
2 head. I think there are a handful of assets, there may be a
3 few assets that remain unsold. There's some, you know,
4 managerial responsibilities over certain funds that we have to
5 dispose of. But all of that is kind of irrelevant because all
6 of that, I'm certain, will be completed before the end of the
7 litigation cycle. You know, like, we can talk about the cases
8 that are pending, but, you know, we had a new case filed just
9 recently, right, for leave to remove Jim Seery as Trustee.
10 And so, you know, if there's -- that's -- we're talking about
11 the litigation that's pending. We also have to be concerned
12 with what litigation Mr. Dondero might bring in the future.
13 And, you know, if he can promise that he'll never bring
14 another lawsuit, we might have a different view. But, you
15 know, with the threat of ongoing litigation, yeah, we're just
16 going to have to continue to husband resources.

17 But back to your specific question of the length of the
18 trust, we do expect to file a motion shortly to extend the
19 life of the trust, probably by a year, maybe two, but probably
20 by a year.

21 THE COURT: Okay. All right. The Court --

22 MR. MORRIS: Your Honor, I really apologize, but I
23 just have to tell you that I'm really low battery on my
24 computer. For some reason, my charger is not working. And if
25 I go blank, you'll know why. I'll switch to my phone.

1 THE COURT: Okay. Thank you.

2 As far as the ruling here today, I will extend the stay of
3 this what I'll call a contested matter. Even though we don't
4 have a response to Hunter Mountain's motion for leave to file
5 the Delaware lawsuit on file yet, I'm calling it a contested
6 matter that's been initiated by the Hunter Mountain motion.
7 I'm going to extend the stay on letting the contested matter
8 go forward until all appeals have been finally exhausted in
9 connection with this Court's prior orders in which it has
10 ruled Hunter Mountain does not have stay to either file the
11 lawsuit -- oh, yes, I'm misspeaking, I meant to say standing
12 just now when I said stay. The parties know the orders I'm
13 talking about. Twice now, this Court has ruled that Hunter
14 Mountain does not have standing to pursue litigation. The
15 first time was in connection with when Hunter Mountain wanted
16 to sue claims purchasers Farallon and Stonegate, I think it
17 was called, Stonehill, and Mr. Seery concerning certain claims
18 trading that, I'll call it, that happened during the case.

19 I ruled extensively then, and I hear Judge Brown has it on
20 appeal now, why this Court thought Hunter Mountain did not
21 have standing under the confirmation order, the plan, the
22 Claimant Trust Agreement, or Delaware law.

23 And then I understand there's a new appeal when the Court
24 ruled Hunter Mountain doesn't have standing to pursue a
25 valuation complaint.

1 So, until all appeals, whether it ends in the District
2 Court or ends in the Fifth Circuit or I suppose a cert
3 petition could be filed to the Supreme Court, until all of
4 those appeals have been exhausted, this matter will not go
5 forward.

6 I have not been convinced today that the standing issues
7 now with regard to this newest Hunter Mountain motion are
8 sufficiently different where I should go forward and hear the
9 motion for leave.

10 So, as I've alluded to a couple of times, I think it's in
11 the interests of judicial economy and the efficient
12 administration of justice and in the interests of the parties
13 that I continue the stay in effect. I think there are very
14 real issues that we do have, collateral estoppel and law of
15 the case and other sorts of estoppel issues that would even
16 preclude me, should preclude me, from looking at the current
17 motion for leave.

18 But I will nevertheless look at the four-prong test for
19 stays that traditionally are applied. Prong #1, whether there
20 has been a showing of likelihood of success on the merits.
21 Again, I view that I've already ruled on this, and I've spilt
22 much ink on this, written well over a hundred pages on this.
23 And I think there is a likelihood of success on the merits
24 with regard to the issue of Hunter Mountain not having
25 standing on appeal.

1 I think there would be certainly harm and injury here,
2 I'll say irreparable harm, if we had to go through this yet
3 again, yet again, yet again. The balance of harms certainly
4 -- well, I don't just find the Reorganized Debtor to be
5 harmed. Whether Hunter Mountain realizes it or not, everyone
6 is going to be harmed if more litigation, more expense, is
7 incurred litigating the same darn thing again. And again,
8 based on what I've heard today, I don't see it any
9 differently.

10 The cases that were filed at 7:00 p.m. Central Time last
11 night, as I said, I wasn't even aware of it. I haven't looked
12 at them. But they are older cases. It's not like something
13 hot off the press from last week that Hunter Mountain would be
14 justified in putting before the Court if it was germane. And
15 just glancing at them, they don't seem to be relevant to this
16 situation, where you have a plan that went out on notice,
17 voting, opportunity for people to object, the Court approved
18 the plan and the Claimant Trust Agreement in a confirmation
19 order that was appealed.

20 We have, on top of that, the Delaware law that seemed to
21 be fairly dispositive that Hunter Mountain is not to be deemed
22 a beneficial owner of the trust.

23 So it is not in anyone's interest, as far as balancing of
24 harms here, in this matter going forward, as long as the
25 issues are primed for an appellate judge to either say you got

1 it wrong, Judge Jernigan, or you got it right. And the public
2 interest is, I think, in favor of judicial economy and
3 efficient administration of justice in this regard.

4 So if I go to the four-pronged test, it results in, I
5 think, the stay being extended here. But, again, this is kind
6 of a unique animal. I'm not sure that's even the way we
7 should view it. The way we should view it is I've been asked
8 again and again and again to rule on this issue. I've ruled
9 on it -- I say three times because I did a lengthy order on a
10 motion to reconsider the first time I did an order on this.
11 So I have done three lengthy rulings on this.

12 I guess I'm just going to say, in closing, and I want this
13 to be helpful but I'm guessing it might not be: The optics
14 here, Ms. Deitsch-Perez, look terrible. Terrible. I mean,
15 how else should it look to the Court? It's just like this has
16 become a blood sport and the optics make it look like, well,
17 it's not about justice and fairness. It's taken this very
18 ugly turn some time ago that let's try --

19 MS. DEITSCH-PEREZ: We agree the --

20 THE COURT: -- let's try to destroy Mr. Seery. What
21 else is a rational judge supposed to think?

22 MS. DEITSCH-PEREZ: Your Honor, Mr. Seery --

23 THE COURT: Now it's gotten to the point of raising
24 the same issue again and again and again. And guess what. If
25 this was going forward, if there was not going to be a stay in

1 place, I would be inclined to consider Rule 11 sanctions. How
2 many times is it proper for a party to keep asking for the
3 same thing again and again? You know, we'll use a different
4 counsel this time. We'll say it's different this time. It's
5 not different.

6 MS. DEITSCH-PEREZ: Your Honor, it is different, and
7 Mr. Seery -- and put it -- take it away from Mr. Seery. The
8 Claimant Trustee is the fiduciary for the parties who may
9 benefit ultimately from the Claimant Trust. And so they have
10 a right to make sure that the Claimant Trustee is not
11 preventing their rights from vesting. It is a perfectly
12 legitimate exercise. It is a perfectly legitimate endeavor.

13 And the optics do look bad. It looks like that the estate
14 is doing everything it can to prevent scrutiny of that.

15 So we agree the optics are bad, but in exactly the
16 opposite way. If there were transparency here, if we could
17 actually get a trustee who doesn't have this conflict, this
18 case could be resolved.

19 THE COURT: The 55 appeals, eight or ten of which are
20 still in the pipeline. Relatively few, as you said. But we
21 are three years post-effective date. That was the optics I'm
22 talking about. There is no reason for this case not to be
23 over except for this. That's the optics I'm talking about.

24 And it's one thing to legitimately exercise your right to
25 appeal, a party's right to appeal when they disagree. God

1 bless America. That's what our judicial system is about. But
2 when you start bringing the same motion again and again and
3 again, that is definitely Rule 11 territory and definitely
4 affects credibility. Okay?

5 Mr. Morris, if you're still there, please upload a simple
6 form of order reflecting what the Court ruled today.

7 We are adjourned.

8 MR. MORRIS: I am. Thank you. Thank you, Your
9 Honor.

10 THE CLERK: All rise.

11 (Proceedings concluded at 11:18 a.m.)

12 --oOo--

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CERTIFICATE

21 I certify that the foregoing is a correct transcript from
22 the electronic sound recording of the proceedings in the
above-entitled matter.

23 **/s/ Kathy Rehling**

06/13/2024

24

Kathy Rehling, CETD-444
Certified Electronic Court Transcriber

Date

25

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EXHIBIT 12



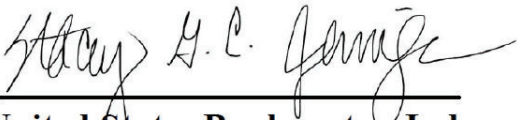
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed June 22, 2024


United States Bankruptcy Judge

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

In re:

HIGHLAND CAPITAL MANAGEMENT, L.P.,

Reorganized Debtor.

Chapter 11

Case No. 19-34054-sgj

**ORDER EXTENDING STAY OF CONTESTED MATTER
[DOCKET NO. 4000]**

Having considered (a) *Highland's Motion to Stay Contested Matter [Dkt No. 4000] or for Alternative Relief [Docket No. 4013]* (the "Motion"),¹ filed by Highland Capital Management, L.P. ("HCMLP"), the reorganized debtor in the above-referenced bankruptcy case, and the Highland Claimant Trust (the "Trust," and together with HCMLP, "Highland"); (b) *James P. Seery, Jr.'s Joinder to Highland Capital Management, L.P.'s Motion to Stay Contested Matter [Dkt No. 4000] or for Alternative Relief and Emergency Motion to Expedite Hearing on Motion*

¹ Capitalized terms not defined herein shall take on the meaning ascribed to them in the Motion.



for Stay [Docket No. 4019], filed by James P. Seery, Jr.; (c) *Hunter Mountain Investment Trust's Response in Opposition to Highland's Motion to Stay Contested Matter [Dkt No. 4000]* or for *Alternative Relief* [Docket No. 4022], filed by Hunter Mountain Investment Trust ("HMIT"); (d) *Hunter Mountain Investment Trust's Supplement to Response to Motion to Stay* [Docket No. 4087], filed by HMIT; (e) the arguments heard at the hearing on the Motion on June 12, 2024 (the "Hearing"); and (f) all prior proceedings relating to this matter, including (i) the *Order Granting in Part Highland's Motion to Stay Contested Matter* [Docket No. 4033] (the "First Stay Order"), pursuant to which all proceedings in connection with the *Motion for Leave to File a Delaware Complaint* [Docket No. 4000] (the "Motion for Leave") were stayed (the "Stay") until the Court issued an order determining *The Highland Parties' Motion to Dismiss Complaint to (I) Compel Disclosures About the Assets of the Highland Claimant Trust and (II) Determine (A) Relative Value of those Assets, and (B) Nature of Plaintiffs' Interests in the Claimant Trust* [Adv. Proc. 23-03038-sgj, Docket No. 13]; (ii) the Court's *Memorandum Opinion and Order Granting Motion to Dismiss Adversary Proceeding in Which Contingent Interest Holders in Chapter 11 Plan Trust Seek a Post-Confirmation Valuation of Trust Assets* [*id.* at Docket No. 27] (the "Dismissal Order"); (iii) HMIT's pending appeal of the Dismissal Order [*id.* at Docket No. 30] (the "Dismissal Appeal"); and (iv) HMIT's pending appeal of the Court's *Memorandum Opinion and Order Pursuant to Plan "Gatekeeper Provision" and Pre-Confirmation "Gatekeeper Orders": Denying Hunter Mountain Investment Trust's Emergency Motion for Leave to File Verified Adversary Proceeding* [Docket No. 3903] (the "Order Denying Leave"), [*see* Case 3:23-cv-02071-E] (the "Appeal of Order Denying Leave," and together with the Dismissal Appeal, the "Appeals"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant

to 28 U.S.C. § 1409; and this Court having found that Highland's notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and, this Court having determined that the legal and factual bases set forth in the Motion establish good cause for the relief granted herein for the reasons set forth on the record during the Hearing; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Stay is hereby extended until a court of competent jurisdiction enters final, non-appealable orders resolving the Appeals (the "Resolution Orders");
2. HMIT is directed to seek a further status conference in connection with the Motion for Leave within ten (10) days of the entry of the Resolution Orders;
3. The Court shall retain exclusive jurisdiction with respect to all matters arising from or relating to the implementation, interpretation, and enforcement of this Order.

###End of Order###



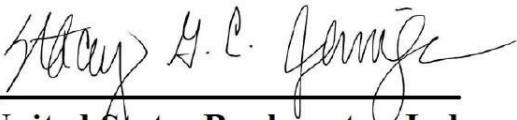
CLERK, U.S. BANKRUPTCY COURT
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