James Lanter
State Bar No. 11940700
JAMES LANTER, P.C.
560 N. Walnut Creek
Suite 120
Mansfield, Texas 76063
(817) 453-4800
(817) 453-4801 FAX
jim.lanter@lanter-law.com

Paul O. Wickes
State Bar No. 00788663
WICKES LAW, PLLC
5600 Tennyson Parkway
Suite 205
Plano, Texas 75024
(972) 473-6900
(972) 767-3225 FAX
pwickes@wickeslaw.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS,
FORT WORTH DIVISION

In re:	§	**Chapter 11**
	§	
VISTA PROPPANTS AND LOGISTICS, LLC, ET AL.,	§	**Case No. 20-42002-ELM-11**
	§	
	§	
Debtors	§	**Jointly Administered**
	§	
MAALT, LP,	§	
	§	
Plaintiff,	§	
	§	
vs.	§	**Adversary No. 20-04064-elm**
	§	
SEQUITUR PERMIAN, LLC,	§	**Removed from Cause No. CV19-003 in the 51st Judicial District Court, Irion County, Texas**
Defendant.	§	
	§	

PLAINTIFF'S AND THIRD-PARTY DEFENDANT'S OBJECTIONS TO DEFENDANT'S TRIAL EXHIBITS

Maalt, LP and Vista Proppants & Logistics, LLC (together "Maalt") object to Sequitur Permian, LLC's trial exhibits as follows:

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Exhibit No.	Objection	Sustained/Overruled
11	Hearsay; hearsay within hearsay; not authenticated	
18	Hearsay	
22	Hearsay; hearsay within hearsay; not authenticated	
25	Hearsay; hearsay within hearsay; not authenticated	
27	Hearsay; not relevant	
32	Hearsay; hearsay within hearsay; not authenticated	
35	Not relevant	
40	Hearsay; not relevant	
42	Hearsay; hearsay within hearsay; not authenticated	
45	Hearsay; hearsay within hearsay; not authenticated	
48	Hearsay; hearsay within hearsay; not authenticated	
51	Hearsay; not relevant	
57	Hearsay	
58	Hearsay; not relevant	
65	Hearsay; not relevant; not authenticated	
79	Hearsay; not relevant (insurance issue disposed of by summary judgment	
80	Hearsay; hearsay within hearsay; not authenticated	
81	Hearsay; hearsay within hearsay; not authenticated	

Exhibit No.	Objection	Sustained/Overruled
82	Hearsay; hearsay within hearsay; not authenticated	
95	Hearsay; hearsay within hearsay	
97	Hearsay; hearsay within hearsay	
101	Hearsay; hearsay within hearsay; not authenticated	
102	Hearsay	
107	Hearsay; not relevant	
108	Hearsay; not relevant	
109	Not relevant; settlement negotiations under Rule 408	
110	Hearsay; hearsay within hearsay; not authenticated	
111	Not relevant; settlement negotiations under Rule 408	
115	Not authenticated – highlight not in the original	
118	Hearsay; not authenticated	
121	Not relevant	
126	Maalt objects to the admission of the entire deposition consisting of 652 pages of documents attached as an exhibit for the following reasons: (i) sorting through approximately 652 pages of exhibits in order to specific documents is unduly burdensome and requires a wasting of time under Federal Rule of Evidence 403; (ii) the documents contain numerous duplicates which are unnecessarily cumulative; (iii) various documents contain hearsay within hearsay which is not excused as a business records; and various documents are not relevant to the issues in this case.	

Exhibit No.	Objection	Sustained/Overruled
127	Pleadings are not evidence	
128	Pleadings are not evidence	
129	Hearsay; hearsay within hearsay; not authenticated; not relevant; combining multiple unrelated documents into a single 264-page exhibit is likely to result in confusion of the issues. Maalt also objects to this exhibit because Sequitur has not disclosed the amount of or method of calculating any claimed damages although required to do so in response to Maalt's Request for Disclosures. Because of its failure to make the required disclosures, it is precluded from presenting any evidence of damages.	
130	Hearsay; not authenticated; not relevant; combining multiple unrelated documents into a single exhibit is likely to result in confusion of the issues. Maalt also objects to this exhibit because Sequitur has not disclosed the amount of or method of calculating any claimed damages although required to do so in response to Maalt's Request for Disclosures (Exhibit A). Because of its failure to make the required disclosures, it is precluded from presenting any evidence of damages. Maalt further objects to this exhibit because the documents were not produced by Sequitur even though they were sought through Maalt's Request Nos. 28 and 30 of its First Request for Production (Exhibit B) and Request No. 16 in its Second Request for Production (Exhibit C).	

Exhibit No.	Objection	Sustained/Overruled
131	Hearsay; not authenticated; not relevant; combining multiple unrelated documents into a single 79-page exhibit is likely to result in confusion of the issues. Maalt also objects to this exhibit because Sequitur has not disclosed the amount of or method of calculating any claimed damages although required to do so in response to Maalt's Request for Disclosures (Exhibit A). Because of its failure to make the required disclosures, it is precluded from presenting any evidence of damages. Maalt further objects to this exhibit because the documents were not produced by Sequitur even though they were sought through Maalt's Request Nos. 28 and 30 of its First Request for Production (Exhibit B) and Request No. 16 in its Second Request for Production (Exhibit C).	
132	Hearsay; not authenticated; not relevant; combining multiple unrelated documents which includes invoices of different companies into a single 263-page exhibit is likely to result in confusion of the issues. Maalt also objects to this exhibit because Sequitur has not disclosed the amount of or method of calculating any claimed damages although required to do so in response to Maalt's Request for Disclosures (Exhibit A). Because of its failure to make the required disclosures, it is precluded from presenting any evidence of damages. Maalt further objects to this exhibit because the documents were not produced by Sequitur even though they were sought through Maalt's Request Nos. 28 and 30 of its First Request for Production (Exhibit B) and Request No. 16 in its Second Request for Production (Exhibit C).	

Exhibit No.	Objection	Sustained/Overruled
133	Hearsay; not authenticated; not relevant; combining multiple unrelated documents which includes invoices of different companies into a single 263-page exhibit is likely to result in confusion of the issues. Maalt also objects to this exhibit because Sequitur has not disclosed the amount of or method of calculating any claimed damages although required to do so in response to Maalt's Request for Disclosures (Exhibit A). Because of its failure to make the required disclosures, it is precluded from presenting any evidence of damages. Maalt further objects to this exhibit because the documents were not produced by Sequitur even though they were sought through Maalt's Request Nos. 28 and 30 of its First Request for Production (Exhibit B) and Request No. 16 in its Second Request for Production (Exhibit C).	
134	Hearsay; not authenticated; not relevant; combining multiple unrelated documents which includes invoices of different companies into a single 263-page exhibit is likely to result in confusion of the issues. Maalt also objects to this exhibit because Sequitur has not disclosed the amount of or method of calculating any claimed damages although required to do so in response to Maalt's Request for Disclosures (Exhibit A). Because of its failure to make the required disclosures, it is precluded from presenting any evidence of damages. Maalt further objects to this exhibit because the documents were not produced by Sequitur even though they were sought through Maalt's Request Nos. 28 and 30 of its First Request for Production (Exhibit B) and Request No. 16 in its Second Request for Production (Exhibit C).	
145	Disclosures are not evidence.	
147	Hearsay.	

Exhibit 135 **Deposition of Brian Seward** **Page and line**	**Objection**	**Ruling**
P. 14, L. 25	Leading question.	
P. 16, L. 10	Compound question; question calls for speculation; question requires an answer based on hearsay.	
P. 16, L. 20	Answer is based on hearsay.	
P. 19, L. 12	Hearsay.	
P. 20, L.19	Answer is based on speculation.	
P. 22, L. 16	Answer is based on speculation.	
P. 25, L. 19 thru P. 26, L. 4	Answers are based on hearsay.	
P. 41, L. 18 thru P. 42, L. 5	Document is not in evidence; hearsay.	
P. 43, L. 3	Document is not in evidence; hearsay, speculation.	
P. 44, L. 10	Document is not in evidence; hearsay, speculation.	
P. 45, L. 5 thru P. 46, L. 3	Document is not in evidence; hearsay.	
P. 47, L. 2 thru P. 47, L. 11	Document is not in evidence; hearsay; speculation.	
P. 47, L. 12	Document is not in evidence; hearsay.	
P. 54, L. 3	Speculation.	
P. 60, L. 13	Hearsay, speculation.	

Exhibit 135 Deposition of Brian Seward Page and line	**Objection**	**Ruling**
P. 61, L. 5	Hearsay.	

Exhibit 136 Deposition of Chris Favors Page and line	**Objection**	**Ruling**
P. 60, L. 17	Speculation.	
P. 59, L. 24	Add the question and answer for optional completeness.	
P. 86, L. 24.	Add the question and answer for optional completeness.	
P. 89, L. 2	Add the question and answer for optional completeness.	
P. 95, L. 1 through L. 15	Hearsay.	
P. 140, L. 19 thru P. 141, L.4	Question calls for speculation and legal conclusion; incomplete answer designated – add remainder at L. 6 for optional completeness.	
P. 142, L. 21 thru P. 143, L. 9	Calls for legal conclusion; argumentative.	
P. 169, L. 21 thu P. 170, L. 14	Hearsay; speculation; reading from document not in evidence.	
P. 182, L. 9 thru 183, L. 18	Hearsay.	
P. 192, L. 10 thru 193, L. 22	Counsel reading from document not in evidence; hearsay.	
P. 194, L. 19 through 195, L. 14	Counsel reading from document not in evidence; hearsay.	

Exhibit 136 Deposition of Chris Favors Page and line	**Objection**	**Ruling**
P. 196, L. 1 thru 15	Counsel reading from document not in evidence; hearsay.	
P. 222, L. 9 thru 21	Hearsay.	
P. 223, L. 20 thru P. 224, L. 14	Hearsay.	
P. 250, 9	Question calls for speculation.	

Exhibit 137 Deposition of Jon Ince Page and line	**Objection**	**Ruling**
P. 97, L. 22 thru P. 99, L. 17	Hearsay	
P. 99, L. 24 thru P. 100, L. 4	Hearsay	
P. 104, L. 4 thru 11	Hearsay	
P. 120, L. 14 thru 19	Not relevant.	

Exhibit 138 Deposition of Josh Monroe Page and line	**Objection**	**Ruling**
P. 30, L.8 thru 16	Add this testimony as optional completeness or, alternatively, as a cross designation.	
P. 36, L. 22 thru P. 37, L. 3	No relevant (offloading destination issue).	
P. 53, L.18 thru 24	Not relevant (offloading destination issue).	

Exhibit 138 Deposition of Josh Monroe Page and line	**Objection**	**Ruling**
P. 54, L.12 thru 15	Not relevant (offloading destination issue).	

Exhibit 139 Deposition of Martin Robertson Page and line	**Objection**	**Ruling**
P. 108, L. 23 thru P. 109, L.13	Add this testimony as optional completeness or, alternatively, as a cross designation.	
P. 110, L. 1 thru L. 6	Add this testimony as optional completeness or, alternatively, as a cross designation.	
P. 119, L. 6 thru P. 120, L. 3	Not relevant; FRE 408 Settlement Communication.	

Exhibit 140 Deposition of Patrick Washington Page and line	**Objection**	**Ruling**
P. 26, L. 11 thru 24	Not relevant.	
P. 11, L. 11 P. 30, L. 4	Not relevant.	
P. 35, L. 24 thru P. 36, L. 6	Not relevant.	
P. 42, L. 1 thru 25	Not relevant.	
P. 53, L. 18 thru 24	Not relevant.	

Exhibit 140 Deposition of Patrick Washington Page and line	**Objection**	**Ruling**
P. 54, L. 7 thru 20	Not relevant.	
P. 55, L. 9 thru P. 56, L. 1	Not relevant.	
P. 56, L. 11 thru 25	Not relevant.	
P. 57, L. 10 thru P. 58, L. 10	Not relevant.	
P. 69, L. 3	Calls for a legal conclusion.	
P. 69, L. 7	Calls for a legal conclusion.	
P. 73, L. 18	Calls for a legal conclusion; document speaks for itself.	
P. 77, L. 8	Calls for a legal conclusion.	
P. 79, L. 8 thru P. 80, L. 8	Not relevant.	
P. 80, L. 20 thru P. 81, L. 1	Not relevant.	
P. 81, L. 10 thru P. 82, L. 3	Not relevant.	
P. 82, L. 18 thru P. 83, L. 20	Not relevant.	
P. 84, L. 19 thru P. 84. L. 25	Calls for a legal conclusion.	
P. 87, L. 1	Calls for a legal conclusion; violates parole evidence rule.	
P. 93, L 9 thru 15	Calls for a legal conclusion; violates parole evidence rule.	
P. 100, L. 19 thru P. 101, L. 6	Not relevant; attorney-client privilege.	

Exhibit 140 Deposition of Patrick Washington Page and line	**Objection**	**Ruling**
P. 102, L. 5 thru P. 103, L. 15	Not relevant.	
P. 104, L. 19 thru P. 106, L. 9	Not relevant.	
P. 108, L. 11 thru P. 109, L. 11	Not relevant.	
P. 111, L. 3 thru P. 111, L. 21	Add for optional completeness with respect to testimony at P. 104, L. 19 thru P. 106, L. 9.	

Exhibit 141 Deposition of Robert Wright Page and line	**Objection**	**Ruling**
P. 24, L. 22 thru 24	Question with no answer	
P. 25, L. 9 thru 17	Attorney side bar remark.	
P. 25, L. 18 thru P. 26, L. 6	Question calls for a legal conclusion.	
P. 26, L. 12	Question calls for speculation.	
P. 46, L. 20 thru P. 47, L. 2	Incomplete answer – add the remainder of the answer at P. 47, L. 3 thru 10.	
P. 47, L. 11	Leading question; mischaracterizes the witness' testimony.	
P. 49, L. 11	Leading question.	

Exhibit 141 **Deposition of Robert Wright** **Page and line**	**Objection**	**Ruling**
P. 66, L. 4 thru 7	Incomplete answer – add the remainder of the answer at P. 66, L. 9 thru 10.	
P. 69, L. 12 thru P. 70, L. 6	Add for optional completeness and to provide context with respect to testimony at P. 70, L. 7 thru P. 72, L. 14. Alternatively, add as a cross designation.	
P. 77, L. 13 thru 18	Incomplete answer – add the remainder of the answer at P. 77, L. 21 thru P. 78, L. 7.	
P. 82, L. 1 thru 21	Add for optional completeness and to provide context with respect to testimony at P. 81, L. 20 thru 25. Alternatively, add as a cross designation.	
P. 98, L. 9 thru 19	Add for optional completeness and to provide context with respect to testimony at P. 98, L. 3 thru 8 and P. 98, L. 20 thru 21. Alternatively, add as a cross designation.	
P. 99, L. 1 thru 3	Add for optional completeness and to provide context with respect to testimony at P. 98, L. 22 thru 25, and P. 99, L. 4 thru 6. Alternatively, add as a cross designation.	

Exhibit 141 **Deposition of Robert Wright** **Page and line**	**Objection**	**Ruling**
P. 107, L. 9 thru 11	Add for optional completeness and to provide context with respect to testimony at P. 107, L. 4 thru 8, and P. 107, L. 12 thru 18. Alternatively, add as a cross designation.	
P. 114, L. 3 thru 8	Not relevant (offloading destination issue).	

Exhibit 142 **Deposition of Stan Meador** **Page and line**	**Objection**	**Ruling**
P. 23, L. 17 thru 19	Add for optional completeness and to provide context with respect to testimony before and after the omitted question and answer. Alternatively, add as a cross designation.	
P. 51, L. 22 thru P. 52, L. 6	Incomplete answer – add the remainder of the answer at P. 52, L. 8 thru 12.	
P. 60, L. 22 thru P. 61, L. 7	Add for optional completeness and to provide context with respect to testimony the preceding question and answer. Alternatively, add as a cross designation.	
P. 78, L. 19 thru P. 79, L. 9	Speculation.	
P. 81, L. 18 thru 23	Speculation.	

Exhibit 142 **Deposition of Stan Meador** **Page and line**	**Objection**	**Ruling**
P. 120, L. 3	Speculation; not relevant.	
P. 126, L. 9 thru P. 127, L. 7	Speculation.	
P. 151, L. 2 thru 6	Question with no answer – attorney sidebar.	
P. 152, L. 15 thru 24	No question designated.	
P. 187, L. 22	Leading question.	

Exhibit 143 **Deposition of Travis Morris** **Page and line**	**Objection**	**Ruling**
P. 43, L. 15 thru P. 44, L. 02, P. 44, L. 15 thru 18	Speculation.	
P. 58, L. 25 thru P. 59, L. 11	Leading. Speculation.	
P. 59, L. 12 thru 21	Speculation.	
P. 67, L.3 thru 18	Add this testimony as optional completeness or, alternatively, as a cross designation.	
P. 82, L.21 thru 25	Add this testimony as optional completeness or, alternatively, as a cross designation.	
P. 86, L.8 thru 16	Add this testimony as optional completeness or, alternatively, as a cross designation	

Exhibit 143 **Deposition of Travis Morris** **Page and line**	**Objection**	**Ruling**
P. 91, L. 2 thru 7	Add this testimony as optional completeness or, alternatively, as a cross designation.	
P. 93, L. 3 thru 9	Add this testimony as optional completeness or, alternatively, as a cross designation.	
P. 116, L.20 thru P. 117, L.5	Not relevant (offloading destination issue).	
P. 129, L.11 thru 23	Not relevant (offloading destination issue).	
P. 133, L. 23 thru P. 135, L. 14	Not relevant (offloading destination issue).	
P. 143, L.3 thru 16	Speculation.	
P. 147, L.20 thru P. 149, L. 1	Speculation.	
P. 167, L. 9 thru P. 168, L. 15	Not relevant (offloading destination issue).	
P. 178, L. 21 thru 25	Leading.	
P. 180, L. 7 thru P. 182, L. 3	Speculation.	
P. 183, L. 24 thru, P. 184, L. 1	Side bar statement by counsel with no responsive answer.	

Respectfully submitted,

By: */s/ James Lanter*

James Lanter
State Bar No. 11940700
JAMES LANTER, P.C.
560 N. Walnut Creek, Ste. 120
Mansfield, Texas 76063
(817) 453-4800
(817) 453-4801 FAX
jim.lanter@lanter-law.com

Paul O. Wickes
State Bar No. 00788663
WICKES LAW, PLLC
5600 Tennyson Parkway, Ste. 205
Plano, Texas 75024
(972) 473-6900
(972) 767-3225 FAX
pwickes@wickeslaw.com

ATTORNEYS FOR PLAINTIFF, MAALT, LP and THIRD-PARTY DEFENDANT VISTA PROPPANTS AND LOGISTICS, LLC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on all counsel of record through the Court's electronic filing service on June 4, 2021.

/s/ *James Lanter*
James Lanter

EXHIBIT A

No. 19-003

MAALT, LP	§	**IN THE DISTRICT COURT**
	§	
Plaintiff,	§	
	§	
vs.	§	**IRION COUNTY, TEXAS**
	§	
SEQUITUR PERMIAN, LLC	§	
	§	
Defendant.	§	**51ST JUDICIAL DISTRICT**

PLAINTIFF'S REQUEST FOR DISCLOSURES

Pursuant to Texas Rule of Civil Procedure 194, Plaintiff requests that the Defendant disclose, within 30 days of the service of this request, the information and material described in Rule 194.2.

Respectfully submitted,

By: /s/ *James Lanter*

James Lanter
State Bar No. 11940700
JAMES LANTER, P.C.
560 N. Walnut Creek, Ste. 120
Mansfield, Texas 76063
(817) 453-4800
(817) 453-4801 FAX
jim.lanter@lanter-law.com

Paul O. Wickes
State Bar No. 00788663
WICKES LAW, PLLC
5600 Tennyson Parkway, Ste. 205
Plano, Texas 75024
(972) 473-6900
(972) 767-3225 FAX
pwickes@wickeslaw.com

ATTORNEYS FOR PLAINTIFF
MAALT, LP

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served through the Court's electronic filing service on the March 27, 2019, upon:

HOOVER SLOVACEK LLP
Matthew A. Kornhauser
State Bar No. 11684500
Dylan B. Russell
State Bar No. 24041839
Galleria Tower II
5051 Westheimer, Suite 1200
Houston, Texas 77056
Telephone: 713-977-8686
Facsimile: 713-977-5395
kornhauser@hooverslovacek.com
russell@hooverslovacek.com

GOSSETT, HARRISON,
MILLICAN & STIPANOVIC, P.C.
Paul D. Stipanovic
State Bar No. 00795669
Galleria Tower II
2 S. Koenigheim Street
San Angelo, Texas 76903
Telephone: 325-653-3291
Facsimile: 325-655-683

/s/ *James Lanter*

EXHIBIT B

No. 19-003

MAALT, LP	§	**IN THE DISTRICT COURT**
	§	
Plaintiff,	§	
	§	
vs.	§	**IRION COUNTY, TEXAS**
	§	
SEQUITUR PERMIAN, LLC	§	
	§	
Defendant.	§	**51ST JUDICIAL DISTRICT**

PLAINTIFF'S FIRST REQUEST FOR PRODUCTION

Plaintiff Maalt, LP ("Maalt") submits the following requests for production of documents in accordance with the Texas Rules of Civil Procedure. The responses and any objections to these Requests must be served on the undersigned attorney for Plaintiff within thirty (30) days of the date of service.

DEFINITIONS

1. "PLAINTIFF" or "MAALT" shall refer to Plaintiff Maalt LP, as well as any agent or employee acting on its behalf.

2. "DEFENDANT" or "SEQUITUR" shall refer to Defendant Sequiter Permian, LLC, as well as any agent or employee acting on its behalf.

3. "PLAINTIFF'S PETITION" shall refer to Plaintiff's Original Petition, as well as any additional amended petition that is filed in this action.

4. The "TERMINAL SERVICES AGREEMENT" shall refer to the Terminal Services Agreement dated August 6, 2018 entered into between MAALT and SEQUITUR. The capitalized terms used in these Requests incorporate the definitions provided in the TERMINAL SERVICES AGREEMENT and have the same definition for purposes of these requests for production.

5. The term "communication" means all contact, oral or written, formal or informal, at any time or place under any circumstances whatsoever, whereby any information of any nature was transmitted or received.

6. The term "person" includes, without limiting the generality of its meaning, every natural person, corporate entity, partnership, association, joint venture, governmental body or agency.

7. The term "date" means the exact day, month and year, if known, or if not known the best approximation thereof which shall be explicitly indicated as an approximate date when given.

8. The term "document" shall be synonymous in meaning and equal in scope to the usage of this term in Rule 192.3(b) of the Texas Rules of Civil Procedure. A draft of a non-identical copy is a separate document within the meaning of this term.

9. The term "concerning" means relating to, referring to, describing, evidencing, or constituting.

10. The term "you," "your," or "yours" shall refer to SEQUITUR.

REQUESTS FOR PRODUCTION

1. Any document relied upon to answer an interrogatory.

2. Any documents related to or containing communications with any governmental body or official regarding the Terminal or approval of operations at the Terminal.

3. Any documents related to or containing internal SEQUITUR communications concerning the Terminal.

4. Any documents related to or containing internal SEQUITUR communications concerning the TERMINAL SERVICES AGREEMENT.

5. Any documents related to or containing internal SEQUITUR communications concerning its efforts to procure rail transportation services for the Product.

6. Any documents related to or containing external SEQUITUR communications concerning the unavailability, interruption, delay, or curtailment of rail transportation services for the Product.

7. Any documents related to or containing external SEQUITUR communications concerning the Terminal.

8. Any documents related to or containing external SEQUITUR communications concerning the TERMINAL SERVICES AGREEMENT.

9. Any documents related to or containing external SEQUITUR communications concerning its efforts to procure rail transportation services for the Product.

10. Any documents related to or containing external SEQUITUR communications concerning the unavailability, interruption, delay, or curtailment of rail transportation services for the Product.

11. Any documents related to SEQUITUR'S efforts to procure rail transportation services for the Product.

12. Any documents related to the unavailability, interruption, delay, or curtailment of rail transportation services for the Product.

13. All documents containing the statement of any person, including Plaintiff, containing facts relevant to any issue in this case, including notes or conversations.

14. All notes or documents prepared by any employee or agent of SEQUITUR before the filing of this lawsuit and which relates to SEQUITUR'S efforts to procure rail transportation services for the Product.

15. All notes or documents prepared by any employee or agent of SEQUITUR before the filing of this lawsuit and which relates to the alleged unavailability, interruption, delay, or curtailment of rail transportation services for the Product.

16. Any documents that Defendant contends constitutes a statement or admission by MAALT (other than documents produced by MAALT in this litigation).

17. Any documents related to SEQUITUR'S estimates or projections of revenues and costs associated with its operations under the TERMINAL SERVICES AGREEMENT.

18. Any documents related to SEQUITUR'S internal projections of costs to obtain rail transportation services for the Product.

19. Any documents related to proposals, bids, or other documents that discuss costs that SEQUITUR would actually incur to obtain rail transportation services for the Product.

20. Any documents related to or containing external SEQUITUR communications concerning efforts to contract for the delivery of Product to the Terminal.

21. Any documents related to or containing internal SEQUITUR communications concerning efforts to contract for the delivery of Product to the Terminal.

22. Any bids, proposals, and other documents prepared by SEQUITUR in connection with its efforts to have Product delivered to the Terminal for transloading.

23. Any marketing materials prepared by SEQUITUR in connection with its anticipated activities at the Terminal under the TERMINAL SERVICES AGREEMENT.

24. Any policies, procedures, and other documents prepared by SEQUITUR in connection with its anticipated activities at the Terminal under the TERMINAL SERVICES AGREEMENT.

25. Any plans, drawings, specifications, and other documents prepared by or on behalf of SEQUITUR in connection with the construction of improvements at the Terminal under the TERMINAL SERVICES AGREEMENT.

26. Any documents prepared by or on behalf of SEQUITUR in connection with seeking Regulatory Approvals for the activities to be conducted under the TERMINAL SERVICES AGREEMENT.

27. Any photos of the Terminal.

28. Any contracts for the construction of improvements by SEQUITUR at the Terminal.

29. Any correspondence between SEQUITUR and any actual or potential customer regarding the services to be offered by SEQUITUR at the Terminal.

30. Any documents related to contracts for the construction of improvements by SEQUITUR at the Terminal.

31. Any documents related to or containing internal SEQUITUR communications concerning the construction of improvements by SEQUITUR at the Terminal.

32. Any documents related to or containing external SEQUITUR communications concerning its efforts to procure Product for transloading at the Terminal.

33. Any documents related to or containing internal SEQUITUR communications concerning its efforts to procure Product for transloading at the Terminal.

34. Any documents containing Regulatory Approvals obtained by SEQUITUR for the transloading of Product at the Terminal.

Respectfully submitted,

By: /s/ *James Lanter*

James Lanter
State Bar No. 11940700
JAMES LANTER, P.C.
560 N. Walnut Creek, Ste. 120
Mansfield, Texas 76063
(817) 453-4800
(817) 453-4801 FAX
jim.lanter@lanter-law.com

Paul O. Wickes
State Bar No. 00788663
WICKES LAW, PLLC
5600 Tennyson Parkway, Ste. 205
Plano, Texas 75024
(972) 473-6900
(972) 767-3225 FAX
pwickes@wickeslaw.com

ATTORNEYS FOR PLAINTIFF
MAALT, LP

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served through the Court's electronic filing service on the March 27, 2019, upon:

HOOVER SLOVACEK LLP
Matthew A. Kornhauser
State Bar No. 11684500
Dylan B. Russell
State Bar No. 24041839
Galleria Tower II
5051 Westheimer, Suite 1200
Houston, Texas 77056
Telephone: 713-977-8686
Facsimile: 713-977-5395
kornhauser@hooverslovacek.com
russell@hooverslovacek.com

GOSSETT, HARRISON,
MILLICAN & STIPANOVIC, P.C.
Paul D. Stipanovic
State Bar No. 00795669
Galleria Tower II
2 S. Koenigheim Street
San Angelo, Texas 76903
Telephone: 325-653-3291
Facsimile: 325-655-683

/s/ *James Lanter*

EXHIBIT C

No. 19-003

MAALT, LP	§	**IN THE DISTRICT COURT**
	§	
Plaintiff,	§	
	§	
vs.	§	**IRION COUNTY, TEXAS**
	§	
SEQUITUR PERMIAN, LLC	§	
	§	
Defendant.	§	**51ST JUDICIAL DISTRICT**

PLAINTIFF'S SECOND REQUEST FOR PRODUCTION

Plaintiff Maalt, LP ("Maalt") submits the following requests for production of documents in accordance with the Texas Rules of Civil Procedure. The responses and any objections to these Requests must be served on the undersigned attorney for Plaintiff within thirty (30) days of the date of service.

DEFINITIONS

1. "PLAINTIFF" or "MAALT" shall refer to Plaintiff Maalt LP, as well as any agent or employee acting on its behalf.

2. "DEFENDANT" or "SEQUITUR" shall refer to Defendant Sequiter Permian, LLC, as well as any agent or employee acting on its behalf.

3. "PLAINTIFF'S PETITION" shall refer to Plaintiff's Original Petition, as well as any additional amended petition that is filed in this action.

4. The "TERMINAL SERVICES AGREEMENT" shall refer to the Terminal Services Agreement dated August 6, 2018 entered into between MAALT and SEQUITUR. The capitalized terms used in these Requests incorporate the definitions provided in the TERMINAL SERVICES AGREEMENT and have the same definition for purposes of these requests for production.

5. The term "communication" means all contact, oral or written, formal or informal, at any time or place under any circumstances whatsoever, whereby any information of any nature was transmitted or received.

6. The term "person" includes, without limiting the generality of its meaning, every natural person, corporate entity, partnership, association, joint venture, governmental body or agency.

7. The term "date" means the exact day, month and year, if known, or if not known the best approximation thereof which shall be explicitly indicated as an approximate date when given.

8. The term "document" shall be synonymous in meaning and equal in scope to the usage of this term in Rule 192.3(b) of the Texas Rules of Civil Procedure. A draft of a non-identical copy is a separate document within the meaning of this term.

9. The term "concerning" means relating to, referring to, describing, evidencing, or constituting.

10. The term "you," "your," or "yours" shall refer to SEQUITUR.

REQUESTS FOR PRODUCTION

1. Any documents related to or containing communications between SEQUITUR and BP Energy Company concerning the availability, unavailability, interruption, delay, or curtailment of rail transportation services to the TERMINAL.

2. Any documents related to or containing communications between SEQUITUR and EnMark Services, Inc. concerning (i) the availability, unavailability, interruption, delay, or curtailment of rail transportation services to the TERMINAL, and (ii) the transloading of crude oil at the TERMINAL.

3. Any documents related to or containing communications between SEQUITUR and Fusion Industries, LLC concerning (i) the availability, unavailability, interruption, delay, or curtailment of rail transportation services to the TERMINAL, and (ii) the transloading of crude oil at the TERMINAL.

4. Any documents related to or containing communications between SEQUITUR and JET Specialty, Inc. concerning (i) the availability, unavailability, interruption, delay, or curtailment of rail transportation services to the TERMINAL, and (ii) the transloading of crude oil at the TERMINAL.

5. Any documents related to or containing communications between SEQUITUR and Jupiter MLP, LLC (and any of its affiliated entities) concerning (i) the availability, unavailability, interruption, delay, or curtailment of rail transportation services to the TERMINAL, and (ii) the transloading of crude oil at the TERMINAL.

6. Any documents related to or containing communications between SEQUITUR and Macquarie Energy North America Trading, Inc. concerning (i) the availability, unavailability, interruption, delay, or curtailment of rail transportation services to the TERMINAL, and (ii) the transloading of crude oil at the TERMINAL.

7. Any documents related to or containing communications between SEQUITUR and Macquarie Energy North America Trading, Inc. concerning Jupiter MLP, LLC and/or any of its affiliates.

8. Any documents related to or containing communications between SEQUITUR and murex, Ltd. concerning the availability, unavailability, interruption, delay, or curtailment of rail transportation services to the TERMINAL.

9. Any documents related to or containing communications between SEQUITUR and Shell concerning the availability, unavailability, interruption, delay, or curtailment of rail transportation services to the TERMINAL.

10. Any documents related to or containing communications between SEQUITUR and Texas-Pacifico Transportation, Ltd. concerning the availability, unavailability, interruption, delay, or curtailment of rail transportation services to the TERMINAL.

11. Any documents related to or containing communications between SEQUITUR and Tom Thorp Transports, Inc. concerning the availability, unavailability, interruption, delay, or curtailment of rail transportation services to the TERMINAL.

12. Any documents related to or containing communications between SEQUITUR and Valero concerning the availability, unavailability, interruption, delay, or curtailment of rail transportation services to the TERMINAL.

13. All financial projections and pro formas prepared by or on behalf of, or provided to, SEQUITUR relating to the TERMINAL SERVICES AGREEMENT.

14. All financial projections and pro formas prepared by or on behalf of, or provided to, SEQUITUR relating to arbitrage opportunities that may arise with respect to the TERMINAL SERVICES AGREEMENT.

15. All documents related to the negotiation by SEQUITUR of agreements for the throughput of crude oil through the TERMINAL including, but not limited to, drafts of agreements and other documents.

16. All documents identifying the equipment, machinery and other property placed at the TERMINAL by SEQUITUR for the purpose of performing crude oil transloading and handling operations.

17. All documents identifying the equipment, machinery and other property removed from the TERMINAL by SEQUITUR for the purpose of performing crude oil transloading and handling operations.

18. All documents relating to SEQUITUR'S efforts to obtain locomotive power agreements with any other person or entity.

Respectfully submitted,

By: /s/ *James Lanter*

James Lanter
State Bar No. 11940700
JAMES LANTER, P.C.
560 N. Walnut Creek, Ste. 120
Mansfield, Texas 76063
(817) 453-4800
(817) 453-4801 FAX
jim.lanter@lanter-law.com

Paul O. Wickes
State Bar No. 00788663
WICKES LAW, PLLC
5600 Tennyson Parkway, Ste. 205
Plano, Texas 75024
(972) 473-6900
(972) 767-3225 FAX
pwickes@wickeslaw.com

ATTORNEYS FOR PLAINTIFF
MAALT, LP

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served through the Court's electronic filing service on the June 7, 2019, upon:

HOOVER SLOVACEK LLP
Matthew A. Kornhauser
State Bar No. 11684500
Dylan B. Russell
State Bar No. 24041839
Galleria Tower II
5051 Westheimer, Suite 1200
Houston, Texas 77056
Telephone: 713-977-8686
Facsimile: 713-977-5395
kornhauser@hooverslovacek.com
russell@hooverslovacek.com

GOSSETT, HARRISON,
MILLICAN & STIPANOVIC, P.C.
Paul D. Stipanovic
State Bar No. 00795669
Galleria Tower II
2 S. Koenigheim Street
San Angelo, Texas 76903
Telephone: 325-653-3291
Facsimile: 325-655-683

/s/ *James Lanter*