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One Battery Park Plaza  
New York, New York 10004  
Telephone: (212) 837-6000  
Facsimile: (212) 422-4726

*Attorneys for Ryan Goldberg*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

GAWKER MEDIA LLC, *et al.*<sup>1</sup>

Debtors.

Chapter 11  
Case No. 16-11700 (SMB)

**APPELLANT'S STATEMENT OF ISSUES PRESENTED ON APPEAL AND  
DESIGNATION OF THE RECORD ON APPEAL**

Pursuant to Rule 8009 of the Federal Rules of Bankruptcy Procedure, Ryan Goldberg (the "Appellant"), by and through his undersigned counsel, submits the following statement of issues presented on appeal and designation of items for inclusion in the appellate record in connection with his appeal from (i) *Order Denying Ryan Goldberg's Motion (i) to Enforce Order Confirming Amended Joint Chapter 11 Plan of Liquidation and (ii) to Bar and Enjoin Creditors from Prosecuting Their State Court Action*, entered in the above-captioned proceeding on August 21, 2018 (ECF No. 1165, the "Order") and (ii) *Memorandum Decision Denying Motion to Enjoin Plaintiffs from Continuing State Court Action Against Ryan Goldberg*,

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1. The last four digits of the taxpayer identification number of the debtors (the "Debtors") are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Kinja Kft. (5056). Gawker Media LLC and Gawker Media Group, Inc.'s mailing addresses are c/o Opportune LLP, Attn: William D. Holden, Chief Restructuring Officer, 10 East 53rd Street, 33rd Floor, New York, NY 10020. Kinja Kft.'s mailing address is c/o Opportune LLP, Attn: William D. Holden, 10 East 53rd Street, 33rd Floor, New York, NY 10020.

dated August 3, 2018 (ECF No. 1158, the “Decision”), as set forth in his Notice of Appeal filed on September 4, 2018. (ECF No. 1168.)

Appellant reserves his right to designate additional items for inclusion in the record, and further reserves his right to restate issues presented on appeal if any motions are granted subsequent to the filing of this designation that affect the Order or Decision. For items designated, the designation includes all documents referenced with the particular document number including, without limitation, all exhibits, attachments, declarations, and affidavits related thereto.

**STATEMENT OF ISSUES ON APPEAL**

1. Whether the Bankruptcy Court erred in denying Appellant’s motion to (i) enforce the order confirming the Amended Joint Chapter 11 Plan of Liquidation (the “Plan”) and (ii) bar and enjoin Pregame LLC, d/b/a/ Pregame.com, and Randall James Busack, known professionally as RJ Bell (together, the “Appellees”) from prosecuting claims arising from the article authored by Appellant and posted on Debtors’ Deadspin.com website on June 23, 2016 (the “Article”).

2. Whether the Bankruptcy Court erred in holding that the Plan does not bar and enjoin Appellees from prosecuting claims against Appellant arising from the Article.

**DESIGNATION OF RECORD**

Appellant submits the following items for inclusion in the record on appeal.

<b>Filings in Case No. 16-11700 (SMB) (Bankr. S.D.N.Y)</b>			
<b>Designation No.</b>	<b>Date</b>	<b>ECF No.</b>	<b>Description</b>
1	6/10/2016	1	Chapter 11 Voluntary Petition
2	6/12/2016	7	Declaration of William D. Holden in Support of First Day Motions

<b>Filings in Case No. 16-11700 (SMB) (Bankr. S.D.N.Y)</b>			
<b>Designation No.</b>	<b>Date</b>	<b>ECF No.</b>	<b>Description</b>
3	6/13/2016	15	Motion for Entry of Interim and Final Orders Authorizing the Debtors to Pay Prepetition Claims of Critical Vendors and Foreign Vendors
4	7/13/2016	87	Order Authorizing the Debtors to Pay Prepetition Claims of Critical Vendors and Foreign Vendors
5	7/20/2016	116	Gawker Media LLC's Schedules of Assets and Liabilities for Non-Individual Debtors
6	8/11/2016	168	Order (I) Establishing a Deadline to File Proofs of Claim, Certain Administrative Claims and Procedures Relating Thereto and (II) Approving the Form and Manner of Notice Thereof
7	8/18/2016	196	Affidavit of Service of Ingamar D. Ramirez Regarding Bar Date Notice, Retention of Cahill Gordon & Reindell LLP, Third Interim Wages Order, Notice of Retention of Maples and Calder, Notice of Retention of Jalsovszky Ugyvedi Iroda, Notice of Filing of Corrected Gawker Media Group, Inc. Statement of Financial Affairs, Notice of Filing of Corrections to Gawker Media LLC's Statement of Financial Affairs, and Notice of Filing of Corrected Kinja Kft. Schedule A/B
8	9/30/2016	308	Disclosure Statement for the Debtors' Joint Chapter 11 Plan of Liquidation
9	10/31/2016	390	Reservation of Rights of Certain Former and Current Writers, Employees and Independent Contractors Regarding the Debtors' Disclosure Statement
10	10/31/2016	394	Notice of Debtors' First Omnibus Objection to Claims (Director, Officer and Employee Indemnification Claims)
11	11/2/2016	403	Disclosure Statement for the Debtors' Amended Joint Chapter 11 Plan of Liquidation

<b>Filings in Case No. 16-11700 (SMB) (Bankr. S.D.N.Y)</b>			
<b>Designation No.</b>	<b>Date</b>	<b>ECF No.</b>	<b>Description</b>
12	11/4/2016	413	Order Approving (I) the Adequacy of the Disclosure Statement, (II) Solicitation and Notice Procedures with Respect to Confirmation of the Amended Joint Chapter 11 Plan of Liquidation for Gawker Media Group, Inc., Gawker Media LLC, and Gawker Hungary Kft., (III) the Form of Ballots and Notices in Connection Therewith, and (IV) the Scheduling of Certain Dates with Respect Thereto
13	11//2016	427	Notice of Filing of Solicitation Version of the Disclosure Statement for the Debtors' Amended Joint Chapter 11 Plan of Liquidation for Gawker Media Group, Inc., Gawker Media LLC, and Gawker Hungary Kft.
14	11/14/2016	440	Affidavit of Publication
15	11/14/2016	442	Objection of Certain Former and Current Writers, Employees and Independent Contractors to Debtors' First Omnibus Objection to Claims (No Liability Gawker Hungary KFT (f/k/a Kinja KFT) Indemnification Claims)
16	11/14/2016	446	Affidavit of Service of Solicitation Materials
17	11/17/2016	447	Transcript regarding Hearing Held on 11/03/16 at 10:54 AM
18	12/5/2016	546	Response in Support of Confirmation of the Amended Chapter 11 Plan, or in the alternative, Limited Objection and Reservation of Rights
19	12/5/2016	547-1	Memorandum of Law of <i>Amici Curiae</i> Society of Professional Journalists, Reporters Committee For Freedom of the Press, and 19 Other Media Organizations in Support of Confirmation of the Amended Chapter 11 Plan
20	12/6/2016	563	Declaration of James Daloia of Prime Clerk LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Debtors' Amended Joint Plan of Liquidation for Gawker Media Group, Inc., Gawker Media LLC, and Gawker Hungary Kft.

<b>Filings in Case No. 16-11700 (SMB) (Bankr. S.D.N.Y)</b>			
<b>Designation No.</b>	<b>Date</b>	<b>ECF No.</b>	<b>Description</b>
21	12/9/2016	574	Debtors' (I) Memorandum of Law in Support of Confirmation of Debtors' Amended Joint Chapter 11 Plan of Liquidation for Gawker Media Group, Inc., Gawker Media LLC, and Gawker Hungary Kft. and (II) Omnibus Reply to Objections Thereto
22	12/11/2016	576	Notice of Filing of Revised Version of Debtors' Amended Joint Chapter 11 Plan of Liquidation for Gawker Media Group, Inc., Gawker Media LLC, and Gawker Hungary Kft. and Proposed Form of Order Approving Such Joint Chapter 11 Plan
23	12/14/2016	628	Transcript Regarding Hearing Held on 12/13/16 at 10:34 AM
24	12/22/2016	638	Findings of Fact, Conclusions of Law, and Order Confirming Amended Joint Chapter 11 Plan of Liquidation for Gawker Media Group, Inc., Gawker Media LLC, and Gawker Hungary KFT.
25	3/17/2017	825	Notice of (I) Entry of Order Confirming the Debtors' Amended Joint Chapter 11 Plan of Liquidation for Gawker Media Group, Inc., Gawker Media LLC, and Gawker Hungary Kft. and (II) Occurrence of Effective Date
26	6/2/2017	916	Notice of Presentment of Stipulation and Order Between the Plan Administrator and Certain Released Employees and Independent Contractors Regarding Proofs of Claim
27	6/19/2017	928	Stipulation and Order Between the Plan Administrator and Certain Released Employees and Independent Contractors Regarding Proofs of Claim
28	8/21/2017	981	Motion for Entry of an Order (i) Enforcing the Amended Joint Chapter 11 Plan of Liquidation filed by Gawker Media Group, Inc., Gawker Media LLC and Gawker Hungary Kft. and (ii) Barring and Enjoining Pregame LLC, d/b/a Pregame.com, and Randall James Busack

<b>Filings in Case No. 16-11700 (SMB) (Bankr. S.D.N.Y)</b>			
<b>Designation No.</b>	<b>Date</b>	<b>ECF No.</b>	<b>Description</b>
29	9/5/2017	997	Joinder and Reservation of Rights by the Plan Administrator to the Motions of Ryan Goldberg and Gizmodo Media Group, LLC to Enforce the Sale Order and the Confirmation Order and Bar Certain Plaintiffs from Prosecuting Their State Court Actions
30	9/15/2017	1006	Objection to Motion of Gizmodo Media Group, LLC and Ryan Goldberg Seeking to Enforce Orders of this Court and Bar Prosecution of a State Court Action and in Response to the Joinder of the Plan Administrator to Such Motions
31	9/22/2017	1010	Motion of Proposed <i>Amici Curiae</i> Society of Professional Journalists, Reporters Committee for the Freedom of the Press, and 19 Other Media Organizations for Leave to File Memorandum of Law as <i>Amici Curiae</i>
32	9/25/2017	1014	Reply of Ryan Goldberg to Objection of Pregame LLC and Randall James Busa[c]k to Motion Seeking to Enforce Order Confirming Amended Joint Chapter 11 Plan of Liquidation and Bar Prosecution of a State Court Action
33	9/27/2017	1022	Objection to Motion of Proposed <i>Amici Curiae</i> Society of Professional Journalists, Reporters Committee for Freedom of the Press, and 19 Other Media Organizations for leave to file Memorandum of Law
34	10/02/2017	1028	Scheduling Order Signed on 10/2/2017. Re: To Motion Of Ryan Goldberg (I) To Enforce Order Confirming Amended Joint Chapter 11 Plan Of Liquidation And (II) To Bar And Enjoin Creditors From Prosecuting Their State Court Action
35	10/12/2017	1032	Transcript regarding Hearing Held on 09/28/2017 at 10:20 AM
36	1/31/2018	1073	Motion <i>In Limine</i> to Exclude Expert
37	2/7/2018	1077	Memorandum of Law in Opposition to Motion <i>In Limine</i> to Exclude Expert
38	3/15/2018	1089	Joint Pre-Trial Order
39	3/28/2018	1098	Notice of Trial and Hearing on Motion <i>In Limine</i> of Pregame LLC, d/b/a Pregame.com and Randall James Busack to Exclude Expert
40	4/20/2018	1103	Transcript regarding Hearing Held on 04/09/2018 at 10:05 AM

<b>Filings in Case No. 16-11700 (SMB) (Bankr. S.D.N.Y)</b>			
<b>Designation No.</b>	<b>Date</b>	<b>ECF No.</b>	<b>Description</b>
41	4/23/2018	1104	Order Granting Motion <i>In Limine</i>
42	4/25/2018	1108	Findings of Fact and Conclusions of Law
43	5/9/2018	1118	Findings of Fact and Conclusions of Law (Counter-Proposed)
44	5/16/2018	1125	Responses to Counter-Proposed Findings of Fact and Conclusions of Law
45	8/3/2018	1158	Memorandum Decision Denying Motion to Enjoin Plaintiffs from Continuing State Court Action Against Ryan Goldberg
46	8/9/2018	1160	Notice of Settlement of Order
47	8/21/2018	1165	Order Denying Ryan Goldberg's Motion (I) to Enforce Order Confirming Amended Joint Chapter 11 Plan of Liquidation and (II) to Bar and Enjoin Creditors from Prosecuting Their State Court Action
48	9/4/2018	1168	Notice of Appeal
49	9/18/2018	1176	Notice of Appearance and Request for Service of Papers

<b>Filings in Adv. Pro. No. 16-1085 (SMB) (Bankr. S.D.N.Y)</b>			
<b>Designation No.</b>	<b>Date</b>	<b>ECF No.</b>	<b>Description</b>
1	6/10/2016	4	Motion for Preliminary Injunction and/or Extension of the Automatic Stay
2	6/10/2016	5	Memorandum of Law in Support
3	6/10/2016	6	Declaration of William D. Holden in Support of the Debtor's Motion for (I) A Preliminary Injunction and/or (II) Extension of the Automatic Stay and the Debtor's Ex Parte Motion for a Temporary Restraining Order

<b>Trial Exhibits<sup>2</sup></b>	
1	Joint Pre-Trial Order – Movant's Exhibits 1, 2, 3, 5 and 9
2	Joint Pre-Trial Order – Respondents' Exhibits A, B, C, D, E, F, G, H, I, J, K, L and M

2. Pursuant to Local Rule 8009-1 of the United States Bankruptcy Court of the Southern District of New York, the trial exhibits listed above that are not available on the court docket are attached hereto.

Dated: New York, New York  
September 18, 2018

HUGHES HUBBARD & REED LLP

By: /s/ James C. Fitzpatrick

James C. Fitzpatrick

Karen M. Chau

One Battery Park Plaza

New York, New York 10004

Telephone: (212) 837-6000

Facsimile: (212) 422-4726

Email: james.fitzpatrick@hugheshubbard.com

*Attorneys for Ryan Goldberg*



**Movant's Exhibit 3**

Message

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**From:** Galardi, Gregg [/O=ROPES & GRAY/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=GALARDI, GREGGE2E]  
**Sent:** 11/2/2016 10:14:09 PM  
**To:** Russell Jr, William T (wrussell@stblaw.com) [wrussell@stblaw.com]; Qusba, Sandy (SQusba@stblaw.com) [SQusba@stblaw.com]; Massel, Morris (MMassel@stblaw.com) [MMassel@stblaw.com]  
**CC:** Martin, D. Ross [/o=Ropes & Gray/ou=RGEX/cn=Recipients/cn=RMartin]; Sturm, Joshua [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Sturm, Joshua7a3]  
**Subject:** Third Party Releases

Heads Up – we are going to modify to include a release from not only people who receive distributions under the plan but also from those that do not. I understand fully the likelihood that they will not be approved, but anything short of the full third party release will be a problem

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[www.ropesgray.com](http://www.ropesgray.com)

**Respondents' Exhibit B**

Message

**From:** Galardi, Gregg [/O=ROPES & GRAY/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=GALARDI, GREGGE2E]  
**Sent:** 10/28/2016 3:02:16 PM  
**To:** Levine, Sharon L. [slevine@saul.com]  
**CC:** Patel, Dipesh [DPatel@saul.com]; McGee, Alex [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=McGee, William89b]; Martin, D. Ross [/o=Ropes & Gray/ou=RGEX/cn=Recipients/cn=RMartin]; Sturm, Joshua [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Sturm, Joshua7a3]  
**Subject:** RE: Gawker - Proposed Plan Language

OK. Not worried about incendiary. I am sure the writers have a lot to say, but realize we are their only chance to be out of this

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New York, NY 10036-8704  
Gregg.Galardi@ropesgray.com  
www.ropesgray.com

-----Original Message-----

From: Levine, Sharon L. [mailto:slevine@saul.com]  
Sent: Friday, October 28, 2016 10:50 AM  
To: Galardi, Gregg  
Cc: Patel, Dipesh; McGee, Alex; Martin, D. Ross; Sturm, Joshua  
Subject: Re: Gawker - Proposed Plan Language

If we have to file a placeholder it will be a non-incendiary reservation of rights. But we are trying to reach the client by Monday in the hopes of making that unnecessary Thank you.

Sharon L. Levine  
Saul Ewing LLP  
973-286-6713 office  
973-768-9861 mobile  
Sent from my iPhone

On Oct 28, 2016, at 10:39 AM, Galardi, Gregg <Gregg.Galardi@ropesgray.com> wrote:

The problem is the agenda is due on Tuesday. We can probably go to 11 am on Tuesday, but not longer. We will not be adjourning the DS hearing and will be filing a revised DS on Tuesday at or shortly after the Agenda is filed.

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<http://www.ropesgray.com>

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-----Original Message-----

From: Levine, Sharon L. [mailto:slevine@saul.com]  
Sent: Friday, October 28, 2016 10:37 AM  
To: Galardi, Gregg  
Cc: Patel, Dipesh; McGee, Alex; Martin, D. Ross; Sturm, Joshua  
Subject: Re: Gawker - Proposed Plan Language

As a procedural matter since we seem to be moving in the right direction would the debtors consider extending our deadline to object to give us a little bit more time to work through these issues.

Thank you.

Sharon L. Levine  
Saul Ewing LLP  
973-286-6713 office  
973-768-9861 mobile  
Sent from my iPhone

On Oct 28, 2016, at 7:22 AM, Galardi, Gregg <Gregg.Galardi@ropesgray.com> wrote:

Understood. Not trying to have them waive a wage claim or more routine stuff

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<http://www.ropesgray.com>

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-----Original Message-----

From: Levine, Sharon L. [mailto:slevine@saul.com]  
Sent: Friday, October 28, 2016 10:22 AM  
To: Galardi, Gregg  
Cc: Patel, Dipesh; McGee, Alex; Martin, D. Ross; Sturm, Joshua  
Subject: Re: Gawker - Proposed Plan Language

Let us first coordinate on our side but we understand the request and just need to drill down a little bit further on what other claims might be out there, if any.

Sharon L. Levine  
Saul Ewing LLP  
973-286-6713 office  
973-768-9861 mobile  
Sent from my iPhone

On Oct 28, 2016, at 6:57 AM, Galardi, Gregg  
<Gregg.Galardi@ropesgray.com<mailto:Gregg.Galardi@ropesgray.com>> wrote:

I think we are prepared to extend the releases to the persons below, conditioned upon their (i) voting to accept the plan and (ii) releasing any and all claims they have against the Debtors, whether for contribution, indemnification or otherwise.

If you would like to have a call to discuss, please let me know, but we need consideration from them and their giving up their claims against the company would be quid pro quo for this and "third party releases"

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<http://www.ropesgray.com><<http://www.ropesgray.com>>

This message (including attachments) is privileged and confidential. If you are not the intended recipient, please delete it without further distribution and reply to the sender that you have received the message in error.

From: Patel, Dipesh [mailto:DPatel@saul.com]  
Sent: Thursday, October 27, 2016 10:02 PM  
To: Galardi, Gregg; McGee, Alex  
Cc: Levine, Sharon L.  
Subject: Gawker - Proposed Plan Language

Gregg:

In connection with our call from earlier this week, we have confirmed that each of our clients were either writers or independent contractors. Therefore, we request that the "Release Party" definition set forth on page 10 of the proposed plan be amended to:

"Released Party" means, each of, and solely in its capacity as such: (i) the Debtors and (ii) the Second Lien Lender, and (iii) with respect to each of the foregoing entities in clauses (i) and (ii), respective current and former directors, managers, officers, equity holders, principals, such entity's current and former members, current and former employees including, without limitation, current and former 1099 employees and current and former independent contractors, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

Assuming the debtors are amenable to the proposed language, the Releases by the Debtors set forth in Section 9.03 of the proposed plan would extend to current and former employees and current and former independent contractors.

Should you have any questions, please feel free to contact us.

Thanks,  
Dipesh

Dipesh Patel  
Saul Ewing LLP  
One Riverfront Plaza, Suite 1520  
Newark, NJ 07102-5426  
DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
dpatel@saul.com<mailto:dpatel@saul.com>  
<image001.jpg>

From: Patel, Dipesh  
Sent: Tuesday, October 18, 2016 4:28 PM  
To: 'Gregg.Galardi@ropesgray.com<mailto:Gregg.Galardi@ropesgray.com>'  
Cc: 'Jonathan.Agudelo@ropesgray.com<mailto:Jonathan.Agudelo@ropesgray.com>'; Levine, Sharon L.  
Subject: FW: Gawker - Proposed Plan Language

Dear Greg:

In connection with the disclosure statement and proposed plan, we request that any release granted to the debtors through the plan also extend to any writer, employee, or independent contractor that provided services or content on behalf of the debtors. As currently drafted, the proposed plan sets forth the following:

9.02 - Injunction Against Interference with Plan. Upon the entry of the Confirmation Order, except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all entities who have held, hold or may hold Claims against or Equity Interests in any or all of the Debtors and other parties in interest (whether proof of such Claims or Equity Interests has been filed or not), along with their respective present or former employees, agents, officers, directors or principals, are permanently enjoined, on and after the Effective Date, from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors or the property of any of the Debtors, (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Debtors or the property of any of the Debtors, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors or the property of any of the Debtors, (iv) asserting any right of setoff, directly or indirectly, against any obligation due the Debtors or the property of any of the Debtors, except as contemplated or allowed by the Plan, (v) acting or proceeding

in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan, and (vi) taking any actions to interfere with the implementation or consummation of the Plan.

We propose the following language to make it clear that the proposed release is also extended to any content provider:

9.02 - Injunction Against Interference with Plan. Upon the entry of the Confirmation Order, except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all entities who have held, hold or may hold Claims against or Equity Interests in any or all of the Debtors and other parties in interest (whether proof of such Claims or Equity Interests has been filed or not), along with their respective present or former employees, present or former independent contractors, present or former content providers, present or former writers, agents, officers, directors or principals (collectively, the "Associated Parties" ), are permanently enjoined, on and after the Effective Date, from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the property of any of the Debtors, the Associated Parties, or the property of any of the Associated Parties, (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Debtors, the property of any of the Debtors, the Associated Parties, or the property of any of the Associated Parties, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the property of any of the Debtors, the Associated Parties, or the property of any of the Associated Parties, (iv) asserting any right of setoff, directly or indirectly, against any obligation due the Debtors, the property of any of the Debtors, the Associated Parties, or the property of any of the Associated Parties, except as contemplated or allowed by the Plan, (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan, and (vi) taking any actions to interfere with the implementation or consummation of the Plan.

In addition to the above, we request that the writers and independent contractors be included as a "Released Party" as defined on p. 10 of the plan.

"Released Party" means, each of, and solely in its capacity as such: (i) the Debtors and (ii) the Second Lien Lender, and (iii) with respect to each of the foregoing entities in clauses (i) and (ii), respective current and former directors, managers, officers, equity holders, principals, such entity's current and former members, current and former employees, current and former writers, current and former independent contractors, current and former content providers, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

Please let us know if the Debtors are amenable to the proposed language.

Should you have any questions, please feel free to contact us.

Thanks,

Dipesh Patel  
Saul Ewing LLP  
One Riverfront Plaza, Suite 1520  
Newark, NJ 07102-5426  
DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
dpatel@saul.com<mailto:dpatel@saul.com>  
<image001.jpg>

"Saul Ewing LLP <<http://saul.com><<http://saul.com>>>" made the following annotations:

~~~~~  
This e-mail may contain privileged, confidential, copyrighted, or other legally protected information. If you are not the intended recipient (even if the e-mail address is yours), you may not use, copy, or retransmit it. If you have received this by mistake please notify us by return e-mail, then delete.  
~~~~~

## **Respondents' Exhibit C**



Message

**From:** Galardi, Gregg [/O=ROPES & GRAY/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=GALARDI, GREGGE2E]  
**Sent:** 10/28/2016 4:05:11 PM  
**To:** Patel, Dipesh [DPatel@saul.com]; Levine, Sharon L. [slevine@saul.com]  
**CC:** McGee, Alex [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=McGee, William89b]; Martin, D. Ross [/o=Ropes & Gray/ou=RGEX/cn=Recipients/cn=RMartin]; Sturm, Joshua [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Sturm, Joshua7a3]  
**Subject:** RE: Gawker - Proposed Plan Language

Not really. The Debtors will release the employees and 1099s, but we are going to add a third party release, and both the Debtors release and a third party release will be based on people voting to accept the plan and waiving their claims against the company. We will send you language and I have been having email correspondence with Sharon

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Gregg.Galardi@ropesgray.com  
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-----Original Message-----

**From:** Patel, Dipesh [mailto:DPatel@saul.com]  
**Sent:** Friday, October 28, 2016 11:53 AM  
**To:** Galardi, Gregg; Levine, Sharon L.  
**Cc:** McGee, Alex; Martin, D. Ross; Sturm, Joshua  
**Subject:** RE: Gawker - Proposed Plan Language

Gregg:

It appears that the debtors are accepting our request to include language releasing claims against employees and independent contractors, but it is unclear to us who is giving that release. If this is a third-party release we are likely okay taking this language to a non-bankruptcy forum to have a case dismissed in exchange for giving up the indemnification claims against the debtors. However, as we read the plan release language only the debtor estates are giving releases. If this is the case, we might not be able to give up our indemnification claims, if any.

Please give me a call to discuss.

Dipesh

Dipesh Patel  
Saul Ewing LLP  
One Riverfront Plaza, Suite 1520  
Newark, NJ 07102-5426  
DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
dpatel@saul.com

-----Original Message-----

**From:** Galardi, Gregg [mailto:Gregg.Galardi@ropesgray.com]  
**Sent:** Friday, October 28, 2016 11:02 AM  
**To:** Levine, Sharon L.  
**Cc:** Patel, Dipesh; McGee, Alex; Martin, D. Ross; Sturm, Joshua  
**Subject:** RE: Gawker - Proposed Plan Language

OK. Not worried about incendiary. I am sure the writers have a lot to say, but realize we are their only chance to be out of this

Gregg M. Galardi  
ROPES & GRAY LLP

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<http://www.ropesgray.com>

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-----Original Message-----

From: Levine, Sharon L. [mailto:slevine@saul.com]  
Sent: Friday, October 28, 2016 10:50 AM  
To: Galardi, Gregg  
Cc: Patel, Dipesh; McGee, Alex; Martin, D. Ross; Sturm, Joshua  
Subject: Re: Gawker - Proposed Plan Language

If we have to file a placeholder it will be a non-incendiary reservation of rights. But we are trying to reach the client by Monday in the hopes of making that unnecessary Thank you.

Sharon L. Levine  
Saul Ewing LLP  
973-286-6713 office  
973-768-9861 mobile  
Sent from my iPhone

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The problem is the agenda is due on Tuesday. We can probably go to 11 am on Tuesday, but not longer. We will not be adjourning the DS hearing and will be filing a revised DS on Tuesday at or shortly after the Agenda is filed.

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Sent: Friday, October 28, 2016 10:37 AM  
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Cc: Patel, Dipesh; McGee, Alex; Martin, D. Ross; Sturm, Joshua  
Subject: Re: Gawker - Proposed Plan Language

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973-286-6713 office  
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I think we are prepared to extend the releases to the persons below, conditioned upon their (i) voting to accept the plan and (ii) releasing any and all claims they have against the Debtors, whether for contribution, indemnification or otherwise.

If you would like to have a call to discuss, please let me know, but we need consideration from them and their giving up their claims against the company would be quid pro quo for this and "third party releases"

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To: Galardi, Gregg; McGee, Alex  
Cc: Levine, Sharon L.  
Subject: Gawker - Proposed Plan Language

Gregg:

In connection with our call from earlier this week, we have confirmed that each of our clients were either writers or independent contractors. Therefore, we request that the "Release Party" definition set forth on page 10 of the proposed plan be amended to:

"Released Party" means, each of, and solely in its capacity as such: (i) the Debtors and (ii) the Second Lien Lender, and (iii) with respect to each of the foregoing entities in clauses (i) and (ii), respective current and former directors, managers, officers, equity holders, principals, such entity's current and former members, current and former employees including, without limitation, current and former 1099 employees and current and former independent contractors, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

Assuming the debtors are amenable to the proposed language, the Releases by the Debtors set forth in Section 9.03 of the proposed plan would extend to current and former employees and current and former independent contractors.

Should you have any questions, please feel free to contact us.

Thanks,  
Dipesh

Dipesh Patel  
Saul Ewing LLP  
One Riverfront Plaza, Suite 1520  
Newark, NJ 07102-5426  
DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
dpatel@saul.com<mailto:dpatel@saul.com>  
<image001.jpg>

From: Patel, Dipesh  
Sent: Tuesday, October 18, 2016 4:28 PM  
To: 'Gregg.Galardi@ropesgray.com<mailto:Gregg.Galardi@ropesgray.com>'  
Cc: 'Jonathan.Agudelo@ropesgray.com<mailto:Jonathan.Agudelo@ropesgray.com>'; Levine, Sharon L.  
Subject: FW: Gawker - Proposed Plan Language

Dear Greg:

In connection with the disclosure statement and proposed plan, we request that any release granted to the debtors through the plan also extend to any writer, employee, or independent contractor that provided services or content on behalf of the debtors. As currently drafted, the proposed plan sets forth the following:

9.02 - Injunction Against Interference with Plan. Upon the entry of the Confirmation Order, except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all entities who have held, hold or may hold Claims against or Equity Interests in any or all of the Debtors and other parties in interest (whether proof of such Claims or Equity Interests has been filed or not), along with their respective present or former employees, agents, officers, directors or principals, are permanently enjoined, on and after the Effective Date, from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors or the property of any of the Debtors, (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Debtors or the property of any of the Debtors, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors or the property of any of the Debtors, (iv) asserting any right of setoff, directly or indirectly, against any obligation due the Debtors or the property of any of the Debtors, except as contemplated or allowed by the Plan, (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan, and (vi) taking any actions to interfere with the implementation or consummation of the Plan.

We propose the following language to make it clear that the proposed release is also extended to any content provider:

9.02 - Injunction Against Interference with Plan. Upon the entry of the Confirmation Order, except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all entities who have held, hold or may hold Claims against or Equity Interests in any or all of the Debtors and other parties in interest (whether proof of such Claims or Equity Interests has been filed or not), along with their respective present or former employees, present or former independent contractors, present or former content providers, present or former writers, agents, officers, directors or principals (collectively, the "Associated Parties" ), are permanently enjoined, on and after the Effective Date, from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the property of any of the Debtors, the

Associated Parties, or the property of any of the Associated Parties, (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Debtors, the property of any of the Debtors, the Associated Parties, or the property of any of the Associated Parties, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the property of any of the Debtors, the Associated Parties, or the property of any of the Associated Parties, (iv) asserting any right of setoff, directly or indirectly, against any obligation due the Debtors, the property of any of the Debtors, the Associated Parties, or the property of any of the Associated Parties, except as contemplated or allowed by the Plan, (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan, and (vi) taking any actions to interfere with the implementation or consummation of the Plan.

In addition to the above, we request that the writers and independent contractors be included as a "Released Party" as defined on p. 10 of the plan.

"Released Party" means, each of, and solely in its capacity as such: (i) the Debtors and (ii) the Second Lien Lender, and (iii) with respect to each of the foregoing entities in clauses (i) and (ii), respective current and former directors, managers, officers, equity holders, principals, such entity's current and former members, current and former employees, current and former writers, current and former independent contractors, current and former content providers, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

Please let us know if the Debtors are amenable to the proposed language.

Should you have any questions, please feel free to contact us.

Thanks,

Dipesh Patel  
Saul Ewing LLP  
One Riverfront Plaza, Suite 1520  
Newark, NJ 07102-5426  
DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
dpate1@saul.com<mailto:dpate1@saul.com>  
<image001.jpg>

"Saul Ewing LLP <<http://saul.com><<http://saul.com>>>" made the following annotations:

~~~~~  
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**Respondents' Exhibit D**

Message

**From:** Galardi, Gregg [/O=ROPES & GRAY/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=GALARDI, GREGGE2E]  
**Sent:** 10/28/2016 4:09:06 PM  
**To:** Levine, Sharon L. [slevine@saul.com]  
**CC:** Patel, Dipesh [DPatel@saul.com]; McGee, Alex [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=McGee, William89b]; Martin, D. Ross [/o=Ropes & Gray/ou=RGEX/cn=Recipients/cn=RMartin]; Sturm, Joshua [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Sturm, Joshua7a3]  
**Subject:** RE: Gawker - Proposed Plan Language

It is the Third party release we will request to waive. The Company will release affirmative claims against directors with certain exceptions (Denton for now), but will preserve all defenses to claims by employees and 1099s. For example we do not believe that they all have indemnification or contribution claims and certainly not from GMGI or Gawker Hungary

Gregg M. Galardi  
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www.ropesgray.com

-----Original Message-----

From: Levine, Sharon L. [mailto:slevine@saul.com]  
Sent: Friday, October 28, 2016 12:07 PM  
To: Galardi, Gregg  
Cc: Patel, Dipesh; McGee, Alex; Martin, D. Ross; Sturm, Joshua  
Subject: Re: Gawker - Proposed Plan Language

We were both confused.

If we are included in the third party release then releasing or waiving our claims is an easier lift.

Sharon L. Levine  
Saul Ewing LLP  
973-286-6713 office  
973-768-9861 mobile  
Sent from my iPhone

On Oct 28, 2016, at 9:05 AM, Galardi, Gregg <Gregg.Galardi@ropesgray.com> wrote:

Not really. The Debtors will release the employees and 1099s, but we are going to add a third party release, and both the Debtors release and a third party release will be based on people voting to accept the plan and waiving their claims against the company. We will send you language and I have been having email correspondence with Sharon

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From: Patel, Dipesh [mailto:DPatel@saul.com]

Sent: Friday, October 28, 2016 11:53 AM  
To: Galardi, Gregg; Levine, Sharon L.  
Cc: McGee, Alex; Martin, D. Ross; Sturm, Joshua  
Subject: RE: Gawker - Proposed Plan Language

Gregg:

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Please give me a call to discuss.

Dipesh

Dipesh Patel  
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One Riverfront Plaza, Suite 1520  
Newark, NJ 07102-5426  
DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
dpatel@saul.com

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From: Galardi, Gregg [mailto:Gregg.Galardi@ropesgray.com]  
Sent: Friday, October 28, 2016 11:02 AM  
To: Levine, Sharon L.  
Cc: Patel, Dipesh; McGee, Alex; Martin, D. Ross; Sturm, Joshua  
Subject: RE: Gawker - Proposed Plan Language

OK. Not worried about incendiary. I am sure the writers have a lot to say, but realize we are their only chance to be out of this

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From: Levine, Sharon L. [mailto:slevine@saul.com]  
Sent: Friday, October 28, 2016 10:50 AM  
To: Galardi, Gregg  
Cc: Patel, Dipesh; McGee, Alex; Martin, D. Ross; Sturm, Joshua  
Subject: Re: Gawker - Proposed Plan Language

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To: Galardi, Gregg; McGee, Alex  
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<image001.jpg>

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dpatel@saul.com<mailto:dpatel@saul.com>  
<image001.jpg>

"Saul Ewing LLP <<http://saul.com><<http://saul.com>>>" made the following annotations:

+~~~~~+  
This e-mail may contain privileged, confidential, copyrighted, or other legally protected information. If you are not the intended recipient (even if the e-mail address is yours), you may not use, copy, or retransmit it. If you have received this by mistake please notify us by return e-mail, then delete.  
+~~~~+

Message

**From:** Levine, Sharon L. [slevine@saul.com]  
**Sent:** 10/28/2016 4:33:59 PM  
**To:** Galardi, Gregg [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Galardi, Gregge2e]  
**CC:** Patel, Dipesh [DPatel@saul.com]; McGee, Alex [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=McGee, William89b]; Martin, D. Ross [/o=Ropes & Gray/ou=RGEX/cn=Recipients/cn=RMartin]; Sturm, Joshua [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Sturm, Joshua7a3]  
**Subject:** Re: Gawker - Proposed Plan Language

Please share your proposed new language. If we are getting third party releases along side the debtor parties we will waive. If it is just a release from the debtor to use but we can still be sued by third parties we might need to reserve our rights - but would still vote for the plan.

Sharon L. Levine  
Saul Ewing LLP  
973-286-6713 office  
973-768-9861 mobile  
Sent from my iPhone

On Oct 28, 2016, at 9:09 AM, Galardi, Gregg <Gregg.Galardi@ropesgray.com> wrote:

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**Subject:** Re: Gawker - Proposed Plan Language

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Subject: RE: Gawker - Proposed Plan Language

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Please give me a call to discuss.

Dipesh

Dipesh Patel  
Saul Ewing LLP  
One Riverfront Plaza, suite 1520  
Newark, NJ 07102-5426  
DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
dpatel@saul.com

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I think we are prepared to extend the releases to the persons below, conditioned upon their (i) voting to accept the plan and (ii) releasing any and all claims they have against the Debtors, whether for contribution, indemnification or otherwise.

If you would like to have a call to discuss, please let me know, but we need consideration from them and their giving up their claims against the company would be quid pro quo for this and "third party releases"

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Cc: Levine, Sharon L.  
Subject: Gawker - Proposed Plan Language

Gregg:

In connection with our call from earlier this week, we have confirmed that each of our clients were either writers or independent contractors. Therefore, we request that the "Release Party" definition set forth on page 10 of the proposed plan be amended to:

"Released Party" means, each of, and solely in its capacity as such: (i) the Debtors and (ii) the Second Lien Lender, and (iii) with respect to each of the foregoing entities in clauses (i) and (ii), respective current and former directors, managers, officers, equity holders, principals, such entity's current and former members, current and former employees including, without limitation, current and former 1099 employees and current and former independent contractors, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

Assuming the debtors are amenable to the proposed language, the Releases by the Debtors set forth in Section 9.03 of the proposed plan would extend to current and former employees and current and former independent contractors.



should you have any questions, please feel free to contact us.

Thanks,  
Dipesh

Dipesh Patel  
Saul Ewing LLP  
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DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
dpatel@saul.com<mailto:dpatel@saul.com>  
<image001.jpg>

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Sent: Tuesday, October 18, 2016 4:28 PM  
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Cc: 'Jonathan.Agudelo@ropesgray.com<mailto:Jonathan.Agudelo@ropesgray.com>'; Levine, Sharon L.  
Subject: FW: Gawker - Proposed Plan Language

Dear Greg:

In connection with the disclosure statement and proposed plan, we request that any release granted to the debtors through the plan also extend to any writer, employee, or independent contractor that provided services or content on behalf of the debtors. As currently drafted, the proposed plan sets forth the following:

9.02 - Injunction Against Interference with Plan. Upon the entry of the Confirmation Order, except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all entities who have held, hold or may hold Claims against or Equity Interests in any or all of the Debtors and other parties in interest (whether proof of such Claims or Equity Interests has been filed or not), along with their respective present or former employees, agents, officers, directors or principals, are permanently enjoined, on and after the Effective Date, from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors or the property of any of the Debtors, (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Debtors or the property of any of the Debtors, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors or the property of any of the Debtors, (iv) asserting any right of setoff, directly or indirectly, against any obligation due the Debtors or the property of any of the Debtors, except as contemplated or allowed by the Plan, (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan, and (vi) taking any actions to interfere with the implementation or consummation of the Plan.

We propose the following language to make it clear that the proposed release is also extended to any content provider:

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**Respondents' Exhibit E**

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We propose the following language to make it clear that the proposed release is also extended to any content provider:

9.02 - Injunction Against Interference with Plan. Upon the entry of the Confirmation Order, except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all entities who have held, hold or may hold Claims against or Equity Interests in any or all of the Debtors and other parties in interest (whether proof of such Claims or Equity Interests has been filed or not), along with their respective present or former employees, present or former independent contractors, present or former content providers, present or former writers, agents, officers, directors or principals (collectively, the "Associated Parties"), are permanently enjoined, on and after the Effective Date, from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the property of any of the Debtors, the Associated Parties, or the property of any of the Associated Parties, (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Debtors, the property of any of the Debtors, the Associated Parties, or the property of any of the Associated Parties, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the property of any of the Debtors, the Associated Parties, or the property of any of the Associated Parties, (iv) asserting any right of setoff, directly or indirectly, against any obligation due the Debtors, the property of any of the Debtors, the Associated Parties, or the property of any of the Associated Parties, except as contemplated or allowed by the Plan, (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan, and (vi) taking any actions to interfere with the implementation or consummation of the Plan.

**Respondents' Exhibit F**



Message

---

**From:** Patel, Dipesh [DPatel@saul.com]  
**Sent:** 11/2/2016 7:56:40 PM  
**To:** Galardi, Gregg [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Galardi, Gregge2e]; Sturm, Joshua [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Sturm, Joshua7a3]; Levine, Sharon L. [slevine@saul.com]  
**CC:** Martin, D. Ross [/o=Ropes & Gray/ou=RGEX/cn=Recipients/cn=RMartin]; McGee, Alex [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=McGee, William89b]  
**Subject:** RE: Amended Plan And Disclosure Statement

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Dipesh Patel  
Saul Ewing LLP  
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Newark, NJ 07102-5426  
DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
[dpatel@saul.com](mailto:dpatel@saul.com)



---

**From:** Galardi, Gregg [mailto:Gregg.Galardi@ropesgray.com]  
**Sent:** Wednesday, November 02, 2016 3:03 PM  
**To:** Sturm, Joshua; Patel, Dipesh; Levine, Sharon L.  
**Cc:** Martin, D. Ross; McGee, Alex  
**Subject:** RE: Amended Plan And Disclosure Statement

We will clean up the language. Any issues with your clients on the amended Plan? Thoughts on the 3d party release?

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**From:** Sturm, Joshua  
**Sent:** Wednesday, November 02, 2016 2:30 PM  
**To:** Galardi, Gregg; Patel, Dipesh; Levine, Sharon L.  
**Cc:** Martin, D. Ross; McGee, Alex  
**Subject:** RE: Amended Plan And Disclosure Statement

Yes.

**Joshua Y. Sturm**  
**ROPES & GRAY LLP**  
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Prudential Tower, 800 Boylston Street  
Boston, MA 02199-3600  
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[www.ropesgray.com](http://www.ropesgray.com)

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**From:** Galardi, Gregg  
**Sent:** Wednesday, November 02, 2016 2:29 PM  
**To:** Patel, Dipesh; Levine, Sharon L.  
**Cc:** Martin, D. Ross; Sturm, Joshua; McGee, Alex  
**Subject:** RE: Amended Plan And Disclosure Statement

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**From:** Patel, Dipesh [<mailto:DPatel@saul.com>]  
**Sent:** Wednesday, November 02, 2016 2:28 PM  
**To:** Galardi, Gregg; Levine, Sharon L.  
**Cc:** Martin, D. Ross; Sturm, Joshua; McGee, Alex  
**Subject:** RE: Amended Plan And Disclosure Statement

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We see references to "THE RELEASED EMPLOYEE PARTIES" in section 9.02 of the Plan, but we do not see this as a defined term. Is "THE RELEASED EMPLOYEE PARTIES" meant to be "Released Employees and Independent Contractors" as defined on p. 12 of the plan?

Dipesh

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DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
[dpatel@saul.com](mailto:dpatel@saul.com)



---

**From:** Galardi, Gregg [<mailto:Gregg.Galardi@ropesgray.com>]  
**Sent:** Wednesday, November 02, 2016 12:10 PM  
**To:** Levine, Sharon L.; Patel, Dipesh  
**Cc:** Martin, D. Ross; Sturm, Joshua; McGee, Alex  
**Subject:** Amended Plan And Disclosure Statement

We just filed Amended Plan and Disclosure Statement. Once you have reviewed, give me a call to discuss any issues.

Gregg

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"Saul Ewing LLP <[saul.com](mailto:saul.com)>" made the following annotations:

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+~~~~~+

## **Respondents' Exhibit G**

Message

**From:** Galardi, Gregg [/O=ROPES & GRAY/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=GALARDI, GREGGE2E]  
**Sent:** 11/2/2016 10:06:40 PM → Sent before email to UCC.  
**To:** Patel, Dipesh [DPatel@saul.com]; Sturm, Joshua [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Sturm, Joshua7a3]; Levine, Sharon L. [slevine@saul.com]  
**CC:** Martin, D. Ross [/o=Ropes & Gray/ou=RGEX/cn=Recipients/cn=RMartin]; McGee, Alex [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=McGee, William89b]  
**Subject:** RE: Amended Plan And Disclosure Statement

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  - a. A try to bind everyone – but then no consideration to some, Judge will likely not approve and if he doesn't I do not want the argument that their votes were based on consideration they did not receive and so need to resolicit
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  - c. drop third party releases altogether. Not desirable for you or us, because then I have to object to the indemnity claims

What would you like to do?

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[www.ropesgray.com](http://www.ropesgray.com)

---

**From:** Patel, Dipesh [mailto:DPatel@saul.com]  
**Sent:** Wednesday, November 02, 2016 3:57 PM  
**To:** Galardi, Gregg; Sturm, Joshua; Levine, Sharon L.  
**Cc:** Martin, D. Ross; McGee, Alex  
**Subject:** RE: Amended Plan And Disclosure Statement

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Looking for some clarification in connection with 9.05. Currently reads:

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DirectFax: 973-286-6818  
[dpatel@saul.com](mailto:dpatel@saul.com)



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**Sent:** Wednesday, November 02, 2016 3:03 PM  
**To:** Sturm, Joshua; Patel, Dipesh; Levine, Sharon L.  
**Cc:** Martin, D. Ross; McGee, Alex  
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**From:** Sturm, Joshua  
**Sent:** Wednesday, November 02, 2016 2:30 PM  
**To:** Galardi, Gregg; Patel, Dipesh; Levine, Sharon L.  
**Cc:** Martin, D. Ross; McGee, Alex  
**Subject:** RE: Amended Plan And Disclosure Statement

Yes.

**Joshua Y. Sturm**  
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**From:** Galardi, Gregg  
**Sent:** Wednesday, November 02, 2016 2:29 PM  
**To:** Patel, Dipesh; Levine, Sharon L.  
**Cc:** Martin, D. Ross; Sturm, Joshua; McGee, Alex  
**Subject:** RE: Amended Plan And Disclosure Statement

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**From:** Patel, Dipesh [<mailto:DPatel@saul.com>]  
**Sent:** Wednesday, November 02, 2016 2:28 PM  
**To:** Galardi, Gregg; Levine, Sharon L.  
**Cc:** Martin, D. Ross; Sturm, Joshua; McGee, Alex  
**Subject:** RE: Amended Plan And Disclosure Statement

Gregg:

We see references to "**THE RELEASED EMPLOYEE PARTIES**" in section 9.02 of the Plan, but we do not see this as a defined term. Is "**THE RELEASED EMPLOYEE PARTIES**" meant to be "Released Employees and Independent Contractors" as defined on p. 12 of the plan?

Dipesh

Dipesh Patel  
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DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
[dpatel@saul.com](mailto:dpatel@saul.com)



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**From:** Galardi, Gregg [<mailto:Gregg.Galardi@ropesgray.com>]  
**Sent:** Wednesday, November 02, 2016 12:10 PM  
**To:** Levine, Sharon L.; Patel, Dipesh  
**Cc:** Martin, D. Ross; Sturm, Joshua; McGee, Alex  
**Subject:** Amended Plan And Disclosure Statement

We just filed Amended Plan and Disclosure Statement. Once you have reviewed, give me a call to discuss any issues.

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+~~~~~+



## **Respondents' Exhibit H**

Message

**From:** Patel, Dipesh [DPatel@saul.com]  
**Sent:** 11/2/2016 10:36:28 PM  
**To:** Galardi, Gregg [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Galardi, Gregge2e]; Sturm, Joshua [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Sturm, Joshua7a3]  
**CC:** Martin, D. Ross [/o=Ropes & Gray/ou=RGEX/cn=Recipients/cn=RMartIn]; McGee, Alex [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=McGee, William89b]; Levine, Sharon L. [slevine@saul.com]  
**Subject:** RE: Amended Plan And Disclosure Statement

Gregg:

Is section 9.02 subject to the third-party release set forth in 9.05? The way we read 9.02 is that any party who may hold a claim (regardless of whether a proof of claim is filed) is enjoined from commencing a lawsuit against the debtors and the released employees and independent contractors. If the injunction in 9.02 extends to the "released employees and independent contractors", we may be fine with the language of 9.05.

Please let us know.

Thanks,  
Dipesh

Dipesh Patel  
Saul Ewing LLP  
One Riverfront Plaza, Suite 1520  
Newark, NJ 07102-5426  
DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
dpatel@saul.com

Saul Ewing

---

**From:** Galardi, Gregg [mailto:Gregg.Galardi@ropesgray.com]  
**Sent:** Wednesday, November 02, 2016 6:07 PM  
**To:** Patel, Dipesh; Sturm, Joshua; Levine, Sharon L.  
**Cc:** Martin, D. Ross; McGee, Alex  
**Subject:** RE: Amended Plan And Disclosure Statement

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**Sent:** Wednesday, November 02, 2016 3:57 PM  
**To:** Galardi, Gregg; Sturm, Joshua; Levine, Sharon L.  
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**Saul Ewing**

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**From:** Patel, Dipesh [<mailto:DPatel@saul.com>]  
**Sent:** Wednesday, November 02, 2016 2:28 PM  
**To:** Galardi, Gregg; Levine, Sharon L.  
**Cc:** Martin, D. Ross; Sturm, Joshua; McGee, Alex  
**Subject:** RE: Amended Plan And Disclosure Statement

Gregg:

We see references to "THE RELEASED EMPLOYEE PARTIES" in section 9.02 of the Plan, but we do not see this as a defined term. Is "THE RELEASED EMPLOYEE PARTIES" meant to be "Released Employees and Independent Contractors" as defined on p. 12 of the plan?

Dipesh

Dipesh Patel  
Saul Ewing LLP  
One Riverfront Plaza, Suite 1520  
Newark, NJ 07102-5426  
DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
[dpatel@saul.com](mailto:dpatel@saul.com)



---

**From:** Galardi, Gregg [<mailto:Gregg.Galardi@ropesgray.com>]  
**Sent:** Wednesday, November 02, 2016 12:10 PM  
**To:** Levine, Sharon L.; Patel, Dipesh  
**Cc:** Martin, D. Ross; Sturm, Joshua; McGee, Alex  
**Subject:** Amended Plan And Disclosure Statement

We just filed Amended Plan and Disclosure Statement. Once you have reviewed, give me a call to discuss any issues.

Gregg

**Gregg M. Galardi**  
**ROPES & GRAY LLP**  
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"Saul Ewing LLP <[saul.com](mailto:saul.com)>" made the following annotations:

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+~~~~~+

## **Respondents' Exhibit I**

Message

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**From:** Galardi, Gregg [/O=ROPES & GRAY/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=GALARDI, GREGGE2E]  
**Sent:** 11/2/2016 10:38:28 PM  
**To:** Patel, Dipesh [DPatel@saul.com]; Sturm, Joshua [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Sturm, Joshua7a3]  
**CC:** Martin, D. Ross [/o=Ropes & Gray/ou=RGEX/cn=Recipients/cn=RMartin]; McGee, Alex [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=McGee, William89b]; Levine, Sharon L. [slevine@saul.com]  
**Subject:** RE: Amended Plan And Disclosure Statement

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**Sent:** Wednesday, November 02, 2016 6:36 PM  
**To:** Galardi, Gregg; Sturm, Joshua  
**Cc:** Martin, D. Ross; McGee, Alex; Levine, Sharon L.  
**Subject:** RE: Amended Plan And Disclosure Statement

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Is section 9.02 subject to the third-party release set forth in 9.05? The way we read 9.02 is that any party who may hold a claim (regardless of whether a proof of claim is filed) is enjoined from commencing a lawsuit against the debtors and the released employees and independent contractors. If the injunction in 9.02 extends to the "released employees and independent contractors", we may be fine with the language of 9.05.

Please let us know.

Thanks,  
Dipesh

Dipesh Patel  
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DirectFax: 973-286-6818  
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**Sent:** Wednesday, November 02, 2016 6:07 PM  
**To:** Patel, Dipesh; Sturm, Joshua; Levine, Sharon L.



**Cc:** Martin, D. Ross; McGee, Alex  
**Subject:** RE: Amended Plan And Disclosure Statement

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1. I cannot say that the third parties received a distribution if not proof of claim.
2. So, we have three options:
  - a. A try to bind everyone – but then no consideration to some, Judge will likely not approve and if he doesn't I do not want the argument that their votes were based on consideration they did not receive and so need to resolicit
  - b. We keep as is – likely your clients don't vote for the plan because of release of indemnity rights and claims that only partially protect them,
  - c. drop third party releases altogether. Not desirable for you or us, because then I have to object to the indemnity claims

What would you like to do?

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**To:** Galardi, Gregg; Sturm, Joshua; Levine, Sharon L.  
**Cc:** Martin, D. Ross; McGee, Alex  
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**PARTY RELEASES WILL APPLY ONLY TO RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS WHO VOTE IN FAVOR OF THE PLAN, AND ONLY TO THE EXTENT THAT EACH SUCH RELEASED EMPLOYEE AND INDEPENDENT CONTRACTOR WAIVES AND RELEASES ANY AND ALL OF ITS CLAIMS AGAINST THE DEBTORS FOR DEBTOR INDEMNIFICATION OBLIGATIONS, EXCEPT FOR ANY AMOUNTS ALREADY DUE AND OWING AS OF THE EFFECTIVE DATE.**

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**Sent:** Wednesday, November 02, 2016 2:30 PM  
**To:** Galardi, Gregg; Patel, Dipesh; Levine, Sharon L.  
**Cc:** Martin, D. Ross; McGee, Alex  
**Subject:** RE: Amended Plan And Disclosure Statement

Yes.

**Joshua Y. Sturm**  
**ROPES & GRAY LLP**  
T +1 617 951 7926 | M +1 646 831 6496  
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[Joshua.Sturm@ropesgray.com](mailto:Joshua.Sturm@ropesgray.com)  
[www.ropesgray.com](http://www.ropesgray.com)

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**To:** Patel, Dipesh; Levine, Sharon L.  
**Cc:** Martin, D. Ross; Sturm, Joshua; McGee, Alex  
**Subject:** RE: Amended Plan And Disclosure Statement

I think so Josh?

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**Sent:** Wednesday, November 02, 2016 12:10 PM  
**To:** Levine, Sharon L.; Patel, Dipesh  
**Cc:** Martin, D. Ross; Sturm, Joshua; McGee, Alex  
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+~~~~~+

**Respondents' Exhibit J**

Message

**From:** Sturm, Joshua [/O=ROPES & GRAY/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=STURM, JOSHUA7A3]  
**Sent:** 11/2/2016 10:46:09 PM  
**To:** Galardi, Gregg [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Galardi, Gregge2e]; Patel, Dipesh [DPatel@saul.com]  
**CC:** Martin, D. Ross [/o=Ropes & Gray/ou=RGEX/cn=Recipients/cn=RMartin]; McGee, Alex [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=McGee, William89b]; Levine, Sharon L. [slevine@saul.com]  
**Subject:** RE: Amended Plan And Disclosure Statement

That's actually how we read the current language of 9.02 as well (i.e. without any changes). We'd also prefer not to make a change to 9.05 to draw further attention to the issue reduce the likelihood of getting that section approved. Let us know if you're ok with the language as drafted below (with the fix to pick up "released employees and independent contractors")?

-Josh

9.02 INJUNCTION AGAINST INTERFERENCE WITH PLAN. UPON THE ENTRY OF THE CONFIRMATION ORDER, EXCEPT AS EXPRESSLY PROVIDED IN THE PLAN, THE CONFIRMATION ORDER, OR A SEPARATE ORDER OF THE BANKRUPTCY COURT, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS AGAINST OR EQUITY INTERESTS IN ANY OR ALL OF THE DEBTORS AND OTHER PARTIES IN INTEREST (WHETHER PROOF OF SUCH CLAIMS OR EQUITY INTERESTS HAS BEEN FILED OR NOT), ALONG WITH THEIR RESPECTIVE PRESENT OR FORMER EMPLOYEES, PRESENT OR FORMER INDEPENDENT CONTRACTORS, PRESENT OR FORMER CONTENT PROVIDERS, PRESENT OR FORMER WRITERS, AGENTS, OFFICERS, DIRECTORS OR PRINCIPALS ARE PERMANENTLY ENJOINED, ON AND AFTER THE EFFECTIVE DATE, FROM (I) COMMENCING, CONDUCTING, OR CONTINUING IN ANY MANNER, DIRECTLY OR INDIRECTLY, ANY SUIT, ACTION, OR OTHER PROCEEDING OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING IN A JUDICIAL, ARBITRAL, ADMINISTRATIVE OR OTHER FORUM) AGAINST OR AFFECTING THE DEBTORS, THE PROPERTY OF ANY OF THE DEBTORS, THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, OR THE PROPERTY OF ANY OF THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, (II) ENFORCING, LEVYING, ATTACHING (INCLUDING, WITHOUT LIMITATION, ANY PREJUDGMENT ATTACHMENT), COLLECTING, OR OTHERWISE RECOVERING BY ANY MANNER OR MEANS, WHETHER DIRECTLY OR INDIRECTLY, ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE PROPERTY OF ANY OF THE DEBTORS, THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, OR THE PROPERTY OF ANY OF THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, (III) CREATING, PERFECTING, OR OTHERWISE ENFORCING IN ANY MANNER, DIRECTLY OR INDIRECTLY, ANY ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE PROPERTY OF ANY OF THE DEBTORS, THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, OR THE PROPERTY OF ANY OF THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, (IV) ASSERTING ANY RIGHT OF SETOFF, DIRECTLY OR INDIRECTLY, AGAINST ANY OBLIGATION DUE THE DEBTORS, THE PROPERTY OF ANY OF THE DEBTORS, THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, OR THE PROPERTY OF ANY OF THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, EXCEPT AS CONTEMPLATED OR ALLOWED BY THE PLAN, (V) ACTING OR PROCEEDING IN ANY MANNER, IN ANY PLACE WHATSOEVER, THAT DOES NOT CONFORM TO OR COMPLY WITH THE PROVISIONS OF THE PLAN, AND (VI) TAKING ANY ACTIONS TO INTERFERE WITH THE IMPLEMENTATION OR CONSUMMATION OF THE PLAN.

9.05 THIRD-PARTY RELEASES OF RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS. ON THE EFFECTIVE DATE AND EFFECTIVE SIMULTANEOUSLY WITH THE EFFECTIVENESS OF THIS PLAN, FOR GOOD AND VALUABLE CONSIDERATION, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EACH HOLDER OF A CLAIM OR EQUITY INTEREST THAT HAS RECEIVED OR IS DEEMED TO HAVE RECEIVED DISTRIBUTION(S) MADE UNDER THE PLAN SHALL BE DEEMED TO HAVE FOREVER RELEASED UNCONDITIONALLY EACH OF THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS FROM ANY AND ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEBTS, RIGHTS, REMEDIES, CAUSES OF ACTION, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, LIQUIDATED OR UNLIQUIDATED, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ARE OR MAY BE BASED IN WHOLE OR IN PART UPON ANY ACT, OMISSION, TRANSACTION, EVENT, OR OTHER

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**Sent:** Wednesday, November 02, 2016 6:38 PM

**To:** Patel, Dipesh; Sturm, Joshua

**Cc:** Martin, D. Ross; McGee, Alex; Levine, Sharon L.

**Subject:** RE: Amended Plan And Disclosure Statement

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**Saul Ewing**

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**Cc:** Martin, D. Ross; Sturm, Joshua; McGee, Alex  
**Subject:** RE: Amended Plan And Disclosure Statement

Gregg:

We see references to "**THE RELEASED EMPLOYEE PARTIES**" in section 9.02 of the Plan, but we do not see this as a defined term. Is "**THE RELEASED EMPLOYEE PARTIES**" meant to be "Released Employees and Independent Contractors" as defined on p. 12 of the plan?

Dipesh

Dipesh Patel  
Saul Ewing LLP  
One Riverfront Plaza, Suite 1520  
Newark, NJ 07102-5426  
DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
[dpatel@saul.com](mailto:dpatel@saul.com)

Saul Ewing

---

**From:** Galardi, Gregg [<mailto:Gregg.Galardi@ropesgray.com>]  
**Sent:** Wednesday, November 02, 2016 12:10 PM  
**To:** Levine, Sharon L.; Patel, Dipesh  
**Cc:** Martin, D. Ross; Sturm, Joshua; McGee, Alex  
**Subject:** Amended Plan And Disclosure Statement

We just filed Amended Plan and Disclosure Statement. Once you have reviewed, give me a call to discuss any issues.

Gregg

**Gregg M. Galardi**  
**ROPES & GRAY LLP**  
T +1 212 596 9139 | M +1 917 434 3178  
1211 Avenue of the Americas  
New York, NY 10036-8704  
[Gregg.Galardi@ropesgray.com](mailto:Gregg.Galardi@ropesgray.com)  
[www.ropesgray.com](http://www.ropesgray.com)

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"Saul Ewing LLP <[saul.com](http://saul.com)>" made the following annotations:

+~~~~~+

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+~~~~~+

**Respondents' Exhibit K**

Message

**From:** Galardi, Gregg [/O=ROPES & GRAY/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=GALARDI, GREGGE2E]  
**Sent:** 11/2/2016 11:39:21 PM  
**To:** Patel, Dipesh [DPatel@saul.com]  
**CC:** Sturm, Joshua [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Sturm, Joshua7a3]; Martin, D. Ross [/o=Ropes & Gray/ou=RGEX/cn=Recipients/cn=RMartin]; McGee, Alex [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=McGee, William89b]; Levine, Sharon L. [slevine@saul.com]  
**Subject:** RE: Amended Plan And Disclosure Statement

Yes I thought that had happened but will Much appreciated

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1211 Avenue of the Americas  
New York, NY 10036-8704  
Gregg.Galardi@ropesgray.com  
www.ropesgray.com

-----Original Message-----

From: Patel, Dipesh [mailto:DPatel@saul.com]  
Sent: Wednesday, November 02, 2016 7:12 PM  
To: Galardi, Gregg  
Cc: Sturm, Joshua; Martin, D. Ross; McGee, Alex; Levine, Sharon L.  
Subject: Re: Amended Plan And Disclosure Statement

By change, we mean changing "the released employees" to "released employees and independent contractors" in 9.02.

Dipesh Patel  
Saul Ewing LLP  
Sent from my iPhone

On Nov 2, 2016, at 7:06 PM, Galardi, Gregg  
<Gregg.Galardi@ropesgray.com<mailto:Gregg.Galardi@ropesgray.com>> wrote:

Without change?

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<http://www.ropesgray.com>

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-----Original Message-----

From: Patel, Dipesh [mailto:DPatel@saul.com]  
Sent: Wednesday, November 02, 2016 7:05 PM  
To: Sturm, Joshua  
Cc: Galardi, Gregg; Martin, D. Ross; McGee, Alex; Levine, Sharon L.  
Subject: Re: Amended Plan And Disclosure Statement

Josh:

With the change to 9.02, we are good with the language of 9.05.

Dipesh

Dipesh Patel  
Saul Ewing LLP  
Sent from my iPhone

On Nov 2, 2016, at 6:46 PM, Sturm, Joshua  
<Joshua.Sturm@ropesgray.com<mailto:Joshua.Sturm@ropesgray.com><mailto:Joshua.Sturm@ropesgray.com>> wrote:

That's actually how we read the current language of 9.02 as well (i.e. without any changes). We'd also prefer not to make a change to 9.05 to draw further attention to the issue reduce the likelihood of getting that section approved. Let us know if you're ok with the language as drafted below (with the fix to pick up "released employees and independent contractors")?

-Josh

9.02 INJUNCTION AGAINST INTERFERENCE WITH PLAN. UPON THE ENTRY OF THE CONFIRMATION ORDER, EXCEPT AS EXPRESSLY PROVIDED IN THE PLAN, THE CONFIRMATION ORDER, OR A SEPARATE ORDER OF THE BANKRUPTCY COURT, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS AGAINST OR EQUITY INTERESTS IN ANY OR ALL OF THE DEBTORS AND OTHER PARTIES IN INTEREST (WHETHER PROOF OF SUCH CLAIMS OR EQUITY INTERESTS HAS BEEN FILED OR NOT), ALONG WITH THEIR RESPECTIVE PRESENT OR FORMER EMPLOYEES, PRESENT OR FORMER INDEPENDENT CONTRACTORS, PRESENT OR FORMER CONTENT PROVIDERS, PRESENT OR FORMER WRITERS, AGENTS, OFFICERS, DIRECTORS OR PRINCIPALS ARE PERMANENTLY ENJOINED, ON AND AFTER THE EFFECTIVE DATE, FROM (I) COMMENCING, CONDUCTING, OR CONTINUING IN ANY MANNER, DIRECTLY OR INDIRECTLY, ANY SUIT, ACTION, OR OTHER PROCEEDING OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING IN A JUDICIAL, ARBITRAL, ADMINISTRATIVE OR OTHER FORUM) AGAINST OR AFFECTING THE DEBTORS, THE PROPERTY OF ANY OF THE DEBTORS, THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, OR THE PROPERTY OF ANY OF THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, (II) ENFORCING, LEVYING, ATTACHING (INCLUDING, WITHOUT LIMITATION, ANY PREJUDGMENT ATTACHMENT), COLLECTING, OR OTHERWISE RECOVERING BY ANY MANNER OR MEANS, WHETHER DIRECTLY OR INDIRECTLY, ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE PROPERTY OF ANY OF THE DEBTORS, THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, OR THE PROPERTY OF ANY OF THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, (III) CREATING, PERFECTING, OR OTHERWISE ENFORCING IN ANY MANNER, DIRECTLY OR INDIRECTLY, ANY ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE PROPERTY OF ANY OF THE DEBTORS, THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, OR THE PROPERTY OF ANY OF THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, (IV) ASSERTING ANY RIGHT OF SETOFF, DIRECTLY OR INDIRECTLY, AGAINST ANY OBLIGATION DUE THE DEBTORS, THE PROPERTY OF ANY OF THE DEBTORS, THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, OR THE PROPERTY OF ANY OF THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, EXCEPT AS CONTEMPLATED OR ALLOWED BY THE PLAN, (V) ACTING OR PROCEEDING IN ANY MANNER, IN ANY PLACE WHATSOEVER, THAT DOES NOT CONFORM TO OR COMPLY WITH THE PROVISIONS OF THE PLAN, AND (VI) TAKING ANY ACTIONS TO INTERFERE WITH THE IMPLEMENTATION OR CONSUMMATION OF THE PLAN.

9.05 THIRD-PARTY RELEASES OF RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS. ON THE EFFECTIVE DATE AND EFFECTIVE SIMULTANEOUSLY WITH THE EFFECTIVENESS OF THIS PLAN, FOR GOOD AND VALUABLE CONSIDERATION, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EACH HOLDER OF A CLAIM OR EQUITY INTEREST THAT HAS RECEIVED OR IS DEEMED TO HAVE RECEIVED DISTRIBUTION(S) MADE UNDER THE PLAN SHALL BE DEEMED TO HAVE FOREVER RELEASED UNCONDITIONALLY EACH OF THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS FROM ANY AND ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEBTS, RIGHTS, REMEDIES, CAUSES OF ACTION, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, LIQUIDATED OR UNLIQUIDATED, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ARE OR MAY BE BASED IN WHOLE OR IN PART UPON ANY ACT, OMISSION, TRANSACTION, EVENT, OR OTHER OCCURRENCE TAKING PLACE OR EXISTING ON OR PRIOR TO THE PETITION DATE THAT ARE NOT THE RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A FINAL ORDER, AND FOR WHICH THE DEBTORS HAVE DEBTOR INDEMNIFICATION OBLIGATIONS, PROVIDED, HOWEVER, THAT THE FOREGOING THIRD PARTY RELEASES WILL APPLY ONLY TO RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS WHO VOTE IN FAVOR OF THE PLAN, AND ONLY TO THE EXTENT THAT EACH SUCH RELEASED EMPLOYEE AND INDEPENDENT CONTRACTOR WAIVES AND RELEASES ANY AND ALL OF ITS CLAIMS AGAINST THE DEBTORS FOR DEBTOR INDEMNIFICATION OBLIGATIONS, EXCEPT FOR ANY AMOUNTS ALREADY DUE AND OWING AS OF THE EFFECTIVE DATE.

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ROPES & GRAY LLP  
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Joshua.sturm@ropesgray.com<mailto:Joshua.Sturm@ropesgray.com><mailto:Joshua.Sturm@ropesgray.com>  
<http://www.ropesgray.com><<http://www.ropesgray.com>>

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From: Galardi, Gregg  
Sent: Wednesday, November 02, 2016 6:38 PM  
To: Patel, Dipesh; Sturm, Joshua  
Cc: Martin, D. Ross; McGee, Alex; Levine, Sharon L.  
Subject: RE: Amended Plan And Disclosure Statement

If that solves the problem, I can make that change. Of course someone can come back and say they need relief from the injunction, but that is likely a lot of work and the statute of limitations is only a year from what I understand

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Gregg.Galardi@ropesgray.com<mailto:Gregg.Galardi@ropesgray.com><mailto:Gregg.Galardi@ropesgray.com>  
<http://www.ropesgray.com><<http://www.ropesgray.com>>  
From: Patel, Dipesh [mailto:DPatel@saul.com]  
Sent: Wednesday, November 02, 2016 6:36 PM  
To: Galardi, Gregg; Sturm, Joshua  
Cc: Martin, D. Ross; McGee, Alex; Levine, Sharon L.  
Subject: RE: Amended Plan And Disclosure Statement

Gregg:

Is section 9.02 subject to the third-party release set forth in 9.05? The way we read 9.02 is that any party who may hold a claim (regardless of whether a proof of claim is filed) is enjoined from commencing a lawsuit against the debtors and the released employees and independent contractors. If the injunction in 9.02 extends to the "released employees and independent contractors", we may be fine with the language of 9.05.

Please let us know.

Thanks,  
Dipesh

Dipesh Patel  
Saul Ewing LLP  
One Riverfront Plaza, Suite 1520  
Newark, NJ 07102-5426  
DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
dpatel@saul.com<mailto:dpatel@saul.com><mailto:dpatel@saul.com>  
<image001.jpg>

From: Galardi, Gregg [mailto:Gregg.Galardi@ropesgray.com]<mailto:[mailto:Gregg.Galardi@ropesgray.com]>  
Sent: Wednesday, November 02, 2016 6:07 PM  
To: Patel, Dipesh; Sturm, Joshua; Levine, Sharon L.  
Cc: Martin, D. Ross; McGee, Alex  
Subject: RE: Amended Plan And Disclosure Statement

Dipesh: Here is the problem and you tell me how you want to address.

1. I cannot say that the third parties received a distribution if not proof of claim.
2. So, we have three options:
  - a. A try to bind everyone – but then no consideration to some, Judge will likely not approve and if he doesn't I do not want the argument that their votes were based on consideration they did not receive and so need to resolicit
  - b. We keep as is – likely your clients don't vote for the plan because of release of indemnity rights and claims that only partially protect them,

c. drop third party releases altogether. Not desirable for you or us, because then I have to object to the indemnity claims

What would you like to do?

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http://www.ropesgray.com<http://www.ropesgray.com>

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From: Patel, Dipesh [mailto:DPatel@saul.com]  
Sent: Wednesday, November 02, 2016 3:57 PM  
To: Galardi, Gregg; Sturm, Joshua; Levine, Sharon L.  
Cc: Martin, D. Ross; McGee, Alex  
Subject: RE: Amended Plan And Disclosure Statement

Gregg:

Looking for some clarification in connection with 9.05. Currently reads:

ON THE EFFECTIVE DATE AND EFFECTIVE SIMULTANEOUSLY WITH THE EFFECTIVENESS OF THIS PLAN, FOR GOOD AND VALUABLE CONSIDERATION, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EACH HOLDER OF A CLAIM OR EQUITY INTEREST THAT HAS RECEIVED OR IS DEEMED TO HAVE RECEIVED DISTRIBUTION(S) MADE UNDER THE PLAN SHALL BE DEEMED TO HAVE FOREVER RELEASED UNCONDITIONALLY EACH OF THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS FROM ANY AND ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEBTS, RIGHTS, REMEDIES, CAUSES OF ACTION, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, LIQUIDATED OR UNLIQUIDATED, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ARE OR MAY BE BASED IN WHOLE OR IN PART UPON ANY ACT, OMISSION, TRANSACTION, EVENT, OR OTHER OCCURRENCE TAKING PLACE OR EXISTING ON OR PRIOR TO THE PETITION DATE THAT ARE NOT THE RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A FINAL ORDER, AND FOR WHICH THE DEBTORS HAVE DEBTOR INDEMNIFICATION OBLIGATIONS, PROVIDED, HOWEVER, THAT THE FOREGOING THIRD PARTY RELEASES WILL APPLY ONLY TO RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS WHO VOTE IN FAVOR OF THE PLAN, AND ONLY TO THE EXTENT THAT EACH SUCH RELEASED EMPLOYEE AND INDEPENDENT CONTRACTOR WAIVES AND RELEASES ANY AND ALL OF ITS CLAIMS AGAINST THE DEBTORS FOR DEBTOR INDEMNIFICATION OBLIGATIONS, EXCEPT FOR ANY AMOUNTS ALREADY DUE AND OWING AS OF THE EFFECTIVE DATE.

What does "deemed to have received distribution(s)" mean? If there is a third party who has not filed a lawsuit or a proof of claim, is that party "deemed to have received a distribution" for the purposes of section 9.05?

Dipesh Patel  
Saul Ewing LLP  
One Riverfront Plaza, Suite 1520  
Newark, NJ 07102-5426  
DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
dpatel@saul.com<mailto:dpatel@saul.com><mailto:dpatel@saul.com>  
<image001.jpg>

From: Galardi, Gregg [mailto:Gregg.Galardi@ropesgray.com]<mailto:[mailto:Gregg.Galardi@ropesgray.com]>  
Sent: Wednesday, November 02, 2016 3:03 PM  
To: Sturm, Joshua; Patel, Dipesh; Levine, Sharon L.  
Cc: Martin, D. Ross; McGee, Alex  
Subject: RE: Amended Plan And Disclosure Statement

we will clean up the language. Any issues with your clients on the amended Plan? Thoughts on the 3d party release?

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ROPES & GRAY LLP  
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Gregg.Galardi@ropesgray.com<mailto:Gregg.Galardi@ropesgray.com><mailto:Gregg.Galardi@ropesgray.com>  
http://www.ropesgray.com<http://www.ropesgray.com>

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From: Sturm, Joshua  
Sent: Wednesday, November 02, 2016 2:30 PM  
To: Galardi, Gregg; Patel, Dipesh; Levine, Sharon L.  
Cc: Martin, D. Ross; McGee, Alex  
Subject: RE: Amended Plan And Disclosure Statement

Yes.

Joshua Y. Sturm  
ROPES & GRAY LLP  
T +1 617 951 7926 | M +1 646 831 6496  
Prudential Tower, 800 Boylston Street  
Boston, MA 02199-3600  
Joshua.Sturm@ropesgray.com<mailto:Joshua.Sturm@ropesgray.com><mailto:Joshua.Sturm@ropesgray.com>  
http://www.ropesgray.com<http://www.ropesgray.com>  
From: Galardi, Gregg  
Sent: Wednesday, November 02, 2016 2:29 PM  
To: Patel, Dipesh; Levine, Sharon L.  
Cc: Martin, D. Ross; Sturm, Joshua; McGee, Alex  
Subject: RE: Amended Plan And Disclosure Statement

I think so Josh?

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http://www.ropesgray.com<http://www.ropesgray.com>  
From: Patel, Dipesh [mailto:DPatel@saul.com]  
Sent: Wednesday, November 02, 2016 2:28 PM  
To: Galardi, Gregg; Levine, Sharon L.  
Cc: Martin, D. Ross; Sturm, Joshua; McGee, Alex  
Subject: RE: Amended Plan And Disclosure Statement

Gregg:

We see references to "THE RELEASED EMPLOYEE PARTIES" in section 9.02 of the Plan, but we do not see this as a defined term. Is "THE RELEASED EMPLOYEE PARTIES" meant to be "Released Employees and Independent Contractors" as defined on p. 12 of the plan?

Dipesh

Dipesh Patel  
Saul Ewing LLP  
One Riverfront Plaza, Suite 1520  
Newark, NJ 07102-5426  
DirectTel.: 973-286-6718  
DirectFax: 973-286-6818  
dpatel@saul.com<mailto:dpatel@saul.com><mailto:dpatel@saul.com>  
<image001.jpg>

From: Galardi, Gregg [mailto:Gregg.Galardi@ropesgray.com]<mailto:[mailto:Gregg.Galardi@ropesgray.com]>  
Sent: Wednesday, November 02, 2016 12:10 PM  
To: Levine, Sharon L.; Patel, Dipesh  
Cc: Martin, D. Ross; Sturm, Joshua; McGee, Alex  
Subject: Amended Plan And Disclosure Statement

We just filed Amended Plan and Disclosure Statement. Once you have reviewed, give me a call to discuss any issues.

Gregg

Gregg M. Galardi  
ROPES & GRAY LLP  
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"Saul Ewing LLP <<http://saul.com><<http://saul.com>>>" made the following annotations:

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+~~~~~+

**Respondents' Exhibit L**

Message

---

**From:** Patel, Dipesh [Dipesh.Patel@saul.com]  
**Sent:** 9/28/2017 7:03:21 PM  
**To:** Galardi, Gregg [/o=Ropes & Gray/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=Galardi, Gregge2e]  
**CC:** Levine, Sharon L. [Sharon.Levine@saul.com]  
**Subject:** Gawker

Gregg:

Thanks for the support today. Are you available for a call Monday morning, October 2, 2017?

Dipesh

Dipesh Patel  
Saul Ewing Arnstein & Lehr LLP  
Direct: 973-286-6718  
Mobile: 908-296-0998  
[dipesh.patel@saul.com](mailto:dipesh.patel@saul.com)

"Saul Ewing Arnstein & Lehr LLP (saul.com)" has made the following annotations:

+~~~~~+

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+~~~~~+

## **Respondents' Exhibit M**

Message

**From:** Galardi, Gregg [/O=ROPE & GRAY/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=GALARDI, GREGGE2E]  
**Sent:** 10/10/2017 7:19:26 PM  
**To:** Levine, Sharon L. [Sharon.Levine@saul.com]; Patel, Dipesh (Dipesh.Patel@saul.com) [Dipesh.Patel@saul.com]  
**Subject:** FW: Amended Plan And Disclosure Statement

This is what we found and what I recall. Distinction between injunction and release. Assume this is the same email you had

-----Original Message-----

**From:** Galardi, Gregg  
**Sent:** Wednesday, November 02, 2016 7:39 PM  
**To:** Patel, Dipesh <DPatel@sau].com>  
**Cc:** Sturm, Joshua <Joshua.Sturm@ropesgray.com>; Martin, D. Ross <Ross.Martin@ropesgray.com>; McGee, Alex <William.McGee@ropesgray.com>; Levine, Sharon L. <slevine@sau].com>  
**Subject:** RE: Amended Plan And Disclosure Statement

Yes I thought that had happened but will Much appreciated

Gregg M. Galardi  
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1211 Avenue of the Americas  
New York, NY 10036-8704  
Gregg.Galardi@ropesgray.com  
www.ropesgray.com

-----Original Message-----

**From:** Patel, Dipesh [mailto:DPatel@sau].com]  
**Sent:** Wednesday, November 02, 2016 7:12 PM  
**To:** Galardi, Gregg  
**Cc:** Sturm, Joshua; Martin, D. Ross; McGee, Alex; Levine, Sharon L.  
**Subject:** Re: Amended Plan And Disclosure Statement

By change, we mean changing "the released employees" to "released employees and independent contractors" in 9.02.

Dipesh Patel  
Saul Ewing LLP  
Sent from my iPhone

On Nov 2, 2016, at 7:06 PM, Galardi, Gregg  
<Gregg.Galardi@ropesgray.com<mailto:Gregg.Galardi@ropesgray.com>> wrote:

Without change?

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http://www.ropesgray.com

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-----Original Message-----

**From:** Patel, Dipesh [mailto:DPatel@sau].com]  
**Sent:** Wednesday, November 02, 2016 7:05 PM

To: Sturm, Joshua  
Cc: Galardi, Gregg; Martin, D. Ross; McGee, Alex; Levine, Sharon L.  
Subject: Re: Amended Plan And Disclosure Statement

Josh:

With the change to 9.02, we are good with the language of 9.05.

Dipesh

Dipesh Patel  
Saul Ewing LLP  
Sent from my iPhone

On Nov 2, 2016, at 6:46 PM, Sturm, Joshua  
<Joshua.Sturm@ropesgray.com<mailto:Joshua.Sturm@ropesgray.com><mailto:Joshua.Sturm@ropesgray.com>> wrote:

That's actually how we read the current language of 9.02 as well (i.e. without any changes). We'd also prefer not to make a change to 9.05 to draw further attention to the issue reduce the likelihood of getting that section approved. Let us know if you're ok with the language as drafted below (with the fix to pick up "released employees and independent contractors")?

-Josh

9.02 INJUNCTION AGAINST INTERFERENCE WITH PLAN. UPON THE ENTRY OF THE CONFIRMATION ORDER, EXCEPT AS EXPRESSLY PROVIDED IN THE PLAN, THE CONFIRMATION ORDER, OR A SEPARATE ORDER OF THE BANKRUPTCY COURT, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS AGAINST OR EQUITY INTERESTS IN ANY OR ALL OF THE DEBTORS AND OTHER PARTIES IN INTEREST (WHETHER PROOF OF SUCH CLAIMS OR EQUITY INTERESTS HAS BEEN FILED OR NOT), ALONG WITH THEIR RESPECTIVE PRESENT OR FORMER EMPLOYEES, PRESENT OR FORMER INDEPENDENT CONTRACTORS, PRESENT OR FORMER CONTENT PROVIDERS, PRESENT OR FORMER WRITERS, AGENTS, OFFICERS, DIRECTORS OR PRINCIPALS ARE PERMANENTLY ENJOINED, ON AND AFTER THE EFFECTIVE DATE, FROM (I) COMMENCING, CONDUCTING, OR CONTINUING IN ANY MANNER, DIRECTLY OR INDIRECTLY, ANY SUIT, ACTION, OR OTHER PROCEEDING OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING IN A JUDICIAL, ARBITRAL, ADMINISTRATIVE OR OTHER FORUM) AGAINST OR AFFECTING THE DEBTORS, THE PROPERTY OF ANY OF THE DEBTORS, THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, OR THE PROPERTY OF ANY OF THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, (II) ENFORCING, LEVYING, ATTACHING (INCLUDING, WITHOUT LIMITATION, ANY PREJUDGMENT ATTACHMENT), COLLECTING, OR OTHERWISE RECOVERING BY ANY MANNER OR MEANS, WHETHER DIRECTLY OR INDIRECTLY, ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE PROPERTY OF ANY OF THE DEBTORS, THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, OR THE PROPERTY OF ANY OF THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, (III) CREATING, PERFECTING, OR OTHERWISE ENFORCING IN ANY MANNER, DIRECTLY OR INDIRECTLY, ANY ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE PROPERTY OF ANY OF THE DEBTORS, THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, OR THE PROPERTY OF ANY OF THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, (IV) ASSERTING ANY RIGHT OF SETOFF, DIRECTLY OR INDIRECTLY, AGAINST ANY OBLIGATION DUE THE DEBTORS, THE PROPERTY OF ANY OF THE DEBTORS, THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, OR THE PROPERTY OF ANY OF THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS, EXCEPT AS CONTEMPLATED OR ALLOWED BY THE PLAN, (V) ACTING OR PROCEEDING IN ANY MANNER, IN ANY PLACE WHATSOEVER, THAT DOES NOT CONFORM TO OR COMPLY WITH THE PROVISIONS OF THE PLAN, AND (VI) TAKING ANY ACTIONS TO INTERFERE WITH THE IMPLEMENTATION OR CONSUMMATION OF THE PLAN.

9.05 THIRD-PARTY RELEASES OF RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS. ON THE EFFECTIVE DATE AND EFFECTIVE SIMULTANEOUSLY WITH THE EFFECTIVENESS OF THIS PLAN, FOR GOOD AND VALUABLE CONSIDERATION, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EACH HOLDER OF A CLAIM OR EQUITY INTEREST THAT HAS RECEIVED OR IS DEEMED TO HAVE RECEIVED DISTRIBUTION(S) MADE UNDER THE PLAN SHALL BE DEEMED TO HAVE FOREVER RELEASED UNCONDITIONALLY EACH OF THE RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS FROM ANY AND ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEBTS, RIGHTS, REMEDIES, CAUSES OF ACTION, AND LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, LIQUIDATED OR UNLIQUIDATED, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT ARE OR MAY BE BASED IN WHOLE OR IN PART UPON ANY ACT, OMISSION, TRANSACTION, EVENT, OR OTHER OCCURRENCE TAKING PLACE OR EXISTING ON OR PRIOR TO THE PETITION DATE THAT ARE NOT THE RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A FINAL ORDER, AND FOR WHICH THE DEBTORS HAVE DEBTOR INDEMNIFICATION OBLIGATIONS, PROVIDED, HOWEVER, THAT THE FOREGOING THIRD PARTY RELEASES WILL APPLY ONLY TO RELEASED EMPLOYEES AND INDEPENDENT CONTRACTORS WHO VOTE IN FAVOR OF THE PLAN, AND ONLY TO THE EXTENT THAT EACH SUCH RELEASED EMPLOYEE AND INDEPENDENT CONTRACTOR WAIVES AND RELEASES ANY AND ALL OF ITS CLAIMS AGAINST THE DEBTORS FOR DEBTOR INDEMNIFICATION OBLIGATIONS, EXCEPT FOR ANY AMOUNTS ALREADY DUE AND OWING AS OF THE EFFECTIVE DATE.

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