United States Department of Justice
Office of the United States Trustee
1100 Commerce St. Room 976
Dallas, Texas 75242
(214) 767-8967 x 247

Lisa L. Lambert,
for the United States Trustee

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

IN RE:	**§**	**Chapter 11**
	§	
TEXAS RANGERS BASEBALL PARTNERS,	**§**	**Case No. 10-43400-dml11**
	§	
Debtor.	**§**	**Hearing Date: 06/17/2010**
	§	**Hearing Time: 1:30 p.m.**

UNITED STATES TRUSTEE'S BRIEF SUPPORTING OBJECTION TO APPLICATION PURSUANT TO SECTIONS 327(a) and 328(a) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2014(a) and 2016 FOR AUTHORIZATION TO EMPLOY AND RETAIN WEIL GOTSHAL & MANGES LLP AS ATTORNEYS FOR THE DEBTOR NUNC PRO TUNC TO THE COMMENCEMENT DATE

TO THE HONORABLE D.M. LYNN,
UNITED STATES BANKRUPTCY JUDGE:

The United States Trustee for Region 6 files this brief supporting his Objection to the Application Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016 for Authorization to Employ and Retain Weil Gotshal & Manges, LLP as Attorneys for the Debtor Nunc Pro Tunc to the Commencement Date ("WGM" and "WGM Application") and respectfully states:

Overview

WGM's disclosures of Hicks and Hicks-related-entities representations have trickled out through WGM's first disclosure, the employment hearing, and the supplemental disclosure. WGM's

disclosure relating to payments and retainers remains confusing. These evolving disclosures correspond to WGM's admission that Hicks and his entities are significant WGM clients. *Employment Tr. 18:12-18, docket entry 295.* WGM represented HSG Sports Group, other Hicks entities, and the Debtor on both sides of pre-bankruptcy transactions and the Asset Purchase Agreement itself. These events now must be assessed through the plan, and WGM's loyalty and confidences will necessarily be tested. That plan's evaluation and ongoing negotiations about the plan cannot occur without questions about WGM's impartiality. WGM's retention should be denied.

Inadequate Disclosure

Like the federal tax system, the bankruptcy employment and fee process depends on affirmative disclosure. Federal Rule of Bankruptcy Procedure 2014(a) requires both an application and a declaration to address specified information including, "all of the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States [T]rustee, or any person employed in the office of the United States [T]rustee." Fed. R. Bankr. P. 2014(a). Correspondingly, section 329 requires a debtor's attorney to "file with the court a statement of the compensation paid or agreed to be paid, if such payment or agreement was made after one year before the date of the filing of the petition." 11 U.S.C. §329(a); see also Fed. R. Bankr. P. 2016(a).

"Coy or incomplete disclosures which leave the court to ferret out pertinent information from other sources are not sufficient." *In re Saturley*, 329 B.R. 509, 517 (Bankr. D. Me. 1991) (citations omitted). Because parties-in-interest have an opportunity to object and because the Court ultimately determines whether a professional is disinterested and otherwise entitled to be

employed, a Debtor's attorney cannot sift the disclosures prior to submission. Inadequate disclosure, of itself, is a basis to deny employment or fees, and the Court need not find intent. *E.g. Kravit, Gass & Weber v. Michel (In re Crivello)*, 134 F.3d 831, 836 (7th Cir. 1998) (string citation omitted; additionally suggesting that intent may impact denial of fees); *In re Independent Eng'g Co., Inc.*, 232 B.R. 529, 532 (B.A.P. 1st Cir. 1999); *see also Arens v. Boughton (In re Prudhomme)*, 43 F.3d 1000, 1003-04 & n. 2 (5th Cir. 1995) (affirmed fee disgorgement because the disclosure was insufficient both as to fees and as to disinterest).

At the employment hearing, WGM suggested it was the United States Trustee's burden to elicit information rather than WGM's burden to disclose information. Prior to the employment hearing, on Sunday, June 13, 2010, the United States Trustee requested the following disclosures:

- Names of Hicks entities that Weil has represented, method of communicating that representation ceased, and dates representation ceased, including dates that representation ended for Baseball Real Estate, L.P. and for HSG Sports Group;
- Details of Texas Rangers litigation matter referenced in paragraph 7 of the declaration, including style of case and other parties named, if any;
- Name of firm/attorney representing Mr. Hicks's individually in connection [with TRBP bankruptcy case];
- Recapitulation of fee payments and their sources from the inception of time that Weil began working on the HSG/Texas Rangers issues, including the $7,746,665 referenced in paragraph 17 of Weil's application;
- The 1% revenue list (Exhibit B referenced in paragraph 11 of the Declaration) omitted Hicks related entities, so the United States Trustee requested a disclosure of the percentage of revenue for the Hicks-related entities on a local and national basis; and
- Details about intercompany claims.

WGM opted not to provide the promised written supplement before the employment hearing. *Employment Tr.: 8:19-10:15.* Counsel explained,

> There have been some suggestions at least that I can speak to on behalf of our firm about additional information, which we can provide. And I'm happy to tell the Court what we — what we can put in a supplemental declaration, which we haven't filed primarily because it wasn't going to resolve any objections. . . .

Employment Tr: 8:19-8:24.

Instead of filing a written supplement, WGM orally supplemented its disclosure during the Employment Hearing. While the Original Declaration indicated that WGM had represented Ranger Equity entities in connection with the acquisition of the Texas Rangers and with the Voluntary Support Agreement, WGM added at the hearing that it had represented Rangers Equity entities through the TRBP bankruptcy case filing. *Employment Tr. 15:13-22* (noting that parents were shells and that there had been no representation, "other [than] in connection with . . . as general partners to the [TRBP D]ebtor, they make that decision [regarding the purchaser.]) . When questions about the disclosure were noted, WGM suggested it was the United States Trustee's burden of proof to show on cross examination that WGM lacked disinterest or had a materially adverse interest. *Employment Tr. 73:12-17.*

Consistent with the legal precedent, the Court, in response, twice emphasized that WGM bore the burden on disclosure. *Employment Tr. 10:3-10.* "[A]ny further disclosures that Weil, Gotshal feels it should be making will be made by one week from today. And anything you haven't made by then, you fail to make at your own peril." *Employment Tr. 74:16-19; see also Rome v. Braunstein,* 19 F.3d 54, 59 (emphasizing, "[a]bsent the spontaneous, timely, and complete disclosure required by §327(a) and Fed. R. Bankr. P. 2014(a), court appointed counsel proceed *at their own risk.*")

In accordance with the Court's admonition, WGM filed the Supplemental Declaration of Martin A. Sosland of Weil, Gotshal & Manges on June 24, 2010 ("Supplemental Declaration," D.E. 268). The Supplemental Disclosure added:

- Ten additional Hicks-related entities that WGM had represented in the past;
- Seven additional Hicks-related entities that WGM was currently representing; and
- A $500,000 pre-petition retainer that Texas Rangers Baseball Partners had paid on May 20, 2010.

Table Comparing WGM Original Declaration to Supplemental Declaration, Brief Ex. A.

The Supplemental Declaration added the information about the percentage of WGM's Hicks-related income on a national basis, but it did not respond to the United States Trustee's request for a local percentage. Nevertheless, WGM has conceded that Hicks is a "significant client," and this phrasing is used in cases holding that a professional's retention should be disallowed. *Employment Tr. 18:12-18*; *In re Envirodyne Indus., Inc.*, 150 B.R. 1008, 1013 (Bankr. N.D. Il.. 1993); *see also In re Leslie Fay Cos., Inc.*, 175 B.R. 525, 535 (whether or not client is a "major client" the law firm has a duty of loyalty). The Supplemental Declaration fails to address intercompany claims. At trial, WGM contended there were no intercompany claims, yet WGM conceded that it assisted the Debtor with many of the pre-bankruptcy transactions that resulted in liabilities for the Debtor. *Employment Tr. 73:12-17; 56:19-64:12.*

Turning from the connections disclosures to the fee disclosures, the fee disclosure information is inconsistent. Although these disclosures would seem to require straightforward mathematical computations, they change. For example, between the Original Disclosure and the Supplemental Declaration, WGM reduced its disclosure regarding the aggregate fee from HSG

Sports and TRBP by slightly over $290,000. *Brief Ex. A.* WGM has differing disclosures in connection with the amount of fees that it received from HSG Sports, the amount of those fees relating to TRBP work, and the amount of fees for work unrelated to TRBP. The Original Disclosure reported that HSG Sports had paid WGM $2,000,000 in fees unrelated to TRBP. *Original Declaration ¶17 (computing $7,746,665 - $5,700,000).* The Supplemental Declaration increases the amount paid on behalf of TRBP by approximately one million dollars and correspondingly reduced by one million dollars the amount that HSG Sports paid WSG for work unrelated to TRBP. *Supplemental Declaration, ¶ 5 (computing $7,656,463 - $6,628,888)*; *see Brief Ex. A.*

While the Supplemental Declaration altered both the disclosure of connections and the disclosure of fees, the Supplemental Declaration is silent regarding the reasons for the following disclosure changes:

- Represented entities, both current and former, were omitted from the original disclosure;
- The million dollar increase in HSG Sports payments on behalf of the TRBP Debtor corresponding to a downward adjustment of HSG Sports payments for fees unrelated to TRBP; and
- The failure to disclose the payment of a $500,000 retainer by TRBP and the status of the $250,000 retainer paid by HSG Sports Group.

These discrete bullet points are intertwined, and the information is material. First, the non-disclosure of related entity representation impacts transactions that are being evaluated in this bankruptcy case. During the Employment Hearing, WGM disclosed that it represented both

HSG Sports and the Debtor in connection with the changes to the May Asset Purchase Agreement and the asset transfers and agreements entered during the days before the bankruptcy filing. It did not originally disclose that it had represented Rangers Equity GP and Rangers Equity LP in connection with the May Asset Purchase Agreement and pre-bankruptcy plan negotiations, suggesting it had represented Rangers Equity entities only in connection with the Voluntary Support Agreement. *Original Declaration*, ¶*7 & n. 3.* During the Employment Hearing, WGM disclosed that it had represented these entities continuously before the involuntary filings. While WGM suggested this representation was immaterial because Rangers Equity GP and Rangers Equity LP entities were shell entities, the conflicts of interest inherent in the choices have led to the court-approval of a chief restructuring officer. Now WGM adds that it also represented Emerald Diamond and TRBP in connection with the transfer of an office building into the Debtor in exchange for a $15 million promissory note. The Ad Hoc Lenders Group has filed a lawsuit to recover the office building. Adv. No. 10-4098. While the defense of that litigation has been transferred to conflicts counsel, the point is that creditors and the Court should have known the conflict existed so that WGM was not making conflicts decisions unilaterally.

Second, the changed disclosures increasing the amount that HSG Sports paid on behalf of TRBP and correspondingly reducing the amount of HSG Sports Group fees paid on behalf of non-Debtor entities makes one wonder how the number was calculated: perhaps TRBP paid all fees associated with the transfers made in the days before bankruptcy; perhaps allocations have been changed; perhaps no one paid attention at the time invoices were sent but a recapitulation has been attempted. The United States Trustee asked WGM to disclose payment dates and

amounts to evaluate whether fraudulent transfer or preferential transfer payments might exist. *See In re Pillowtex*, 304 F.3d 246, 253-54 (3d Cir. 2002); *Akin, Gump, Strauss Hauer & Feld v. Unsecured Creditors' C'tee (In re Diamond Lumber, Inc.),* 88 B.R. 773, 778 (N.D. Tex. 1988) (affirming disqualification based inadequate disclosure, including inadequate disclosure of preferential payment to firm). While the parties anticipate a 100% payment with interest to unsecured creditors, the net effect of the transactions made on the eve of bankruptcy is unknown, so preferences may exist. Moreover, if no consideration was received because TRBP paid other entities' legal fees, then those fees might be recoverable.

WGM discloses that TRBP paid two WGM invoices totaling slightly over one million dollars on May 20, 2010, three days after the May 17, 2010, engagement letter, which is undated by TRBP's representative. The transaction history reflects 29 payments from October 6, 2008, through the bankruptcy filing on May 24, 2010. The payment history is erratic, ranging from payments once a month to payments a few days apart. Of these 29 payments, only two others payments involved double invoice payments. Compounding the difficulty of analyzing this data, WGM initially failed to disclose the $500,000 TRBP retainer that was received on May 20, 2010 and currently fails to update the Court on the status of the $250,000 HSG Sports retainer that has accrued interest while remaining in the IOLTA account. Historically, HSG Sports provided services to both the Debtor and the Dallas Stars in order to foster an economy of scale. The HSG Sports retainer of $250,000 may be for the benefit of the Dallas Stars. It may be for the Debtor. If HSG Sports should have been allocated all or some portion of the one million dollars in fees that were paid on May 20, 2010, then perhaps the remaining retainer should be $298,826 rather than $48,826.

In sum, WGM's comments at the employment hearing suggested a misapprehension about the affirmative nature of disclosure. Just as one does not fail to amend to disclose income in a tax return because one received an IRS audit letter, so one does not fail to disclose all salient information because the United States Trustee, another party, or the Court has questions about the disclosure. Here, the initial disclosures were incomplete and apparently inaccurate. Some additional information was provided on the record at the employment. The Supplemental Declaration provides different information, but it continues the confusion by failing to explain the reason omissions occurred or information changed. The disclosures, in aggregate, are insufficient.

WGM Has an Actual Conflict.

As noted in the United States Trustee's briefing, the underlying issues necessary to analyze a conflict involve questions of fact. *Pierson & Gaylen v. Creel & Atwood (In re Consolidated Bancshares, Inc.)*, 785 F.2d 1249, 1256 (5th Cir. 1986) (citation omitted) (remanding for additional findings and possible re-opening of evidence regarding special counsel's dual representation of director and debtor); *see also Humble Place Joint Venture v. Fory (In re Humble Place Joint Venture)*, 936 F.2d 814, 819 (5th Cir. 1991) (referring to findings of fact). While the underlying questions are ones of fact, their application involves a legal determination, and uncontroverted facts may rise to an issue of law. *W.F. Dev. Corp. v. United States Trustee (In re W.F. Dev. Corp.)*, 905 F.2d 883, 884-85 (5th Cir. 1990) (applying per se rule that counsel cannot simultaneously represent general and limited partners in bankruptcy).

Here, the Court has held that the Debtor does not have a duty to maximize the estate when creditors are paid in full and equity consents to a transaction. *Memorandum Opinion, pp.*

7-8. WGM may argue that correspondingly it does not have a duty to advise the Debtor to maximize value. But the duty to maximize value is not the only issue. The duties of loyalty and care also are at issue. The appearance of impropriety standard imposed by Canon 9, a standard that a bankruptcy court struggled to explain in *In re KenDavis, Indus., Int'l*, 91 B.R. 742, 753-57 (Bankr. N.D. Tex. 1988), has now been clarified in the Model Code through the duty of loyalty. *In re American Airlines*, 972 F. 2d 605, 618 (5th Cir. 1992) (issuing writ of mandamus requiring district court to disqualify law firm that had been retained by Northwest Airlines but previously represented American Airlines). The rationale for the result may differ, but the result is the same. *American Airlines*, 972 F.2d at 619-20; *see also Humble Place Joint Venture v. Fory (In re Fory)*, 936 F.2d 814, 819 (5th Cir. 1991). Confidences and loyalties must be kept. Here, despite the Debtor's representation at the case inception that no one was impaired, the parties have litigated both the secured lenders entitlement to interest and the unsecured creditors' entitlement to interest. They have litigated whether the Ad Hoc Lenders are impaired in other ways. *Memorandum Opinion, pp. 15-24.* The Lenders complain that the Debtor's cash flow was reduced and Hicks-related-entities benefited as a result of transactions entered into on the eve of bankruptcy. Specifically, they complain that the following reflect divided loyalties:

- TRBP's payment of fees and expenses of BRE and its affiliates, including Mr. Hicks when TRBP was not previously a party to the land sale agreement;
- TRBP's assumption of indemnification provisions for Hicks, Hicks's family members, and Nolan Ryan;
- Hicks's new title Chairman Emeritus plus season tickets and other benefits, new side-benefits linked to the May Asset Purchase Agreement;

- TRBP's agreement to an above market charter aircraft lease from a Hicks-related-entity;
- The Emerald Diamond building transfer for a $15 million note;
- The transfer of the lease for the Texas Rangers to play in Arlington from Rangers Ballpark into the Debtor;
- Transfer of HSG contractual rights into the Debtor without payment; and
- TRBP's assumption of HSG Sports Group's contingent liability for Perella's success fee in connection with the Asset Purchase Agreement.

Joint Brief by the Ad Hoc Lender Parties Regarding Proposed Plan of Reorganization and Disclosure Statement, pp. 12-14. *See also Employment Tr. 56:19-64:12* . Conflicts counsel does not resolve these issues. Confirmation will require testimony about feasibility, projections, and any exposure the Debtor may have as a result of transfers into the Debtor. WGM contends the net economic effect to the Ad Hoc Lenders was the same as they receive the residual distribution through the equity. This argument ignores that the Ad Hoc Lenders would have controlled the decision if HSG Sports Group had filed bankruptcy whereas they did not, initially, control equity's decision in the TRBP bankruptcy and have had to incur the expense of involuntary proceedings as well as management replacement in order to gain balance. *Employment Tr. 43:17-21*. The financial advisors were not involved in the transactions, so no third party assessed whether equivalent value was being exchanged. *Employment Tr. 39:21-24.* WGM represented both parties in many of the above transactions, so it really cannot advocate confirmation positions that harm the non-debtor Hicks-related-entities that it also represented or represents. These scenarios meet the "substantial relationship test" and require disqualification.

In re American Airlines, 972 F.2d 605, 615 (5th Cir. 1992) (construing Texas Rule 1.09 and ABA Rule1.9).

Synthesis: Disclosure and Actual Conflict

As noted in argument, not all multiple representations of related corporations, whether in or outside bankruptcy, are impermissible. Here, however, the actual conflict is disqualifying. The Court in *In re Envirodyne*, 150 B.R. 1008 (Bankr. N.D. Ill. 1993) considered an analogous situation involving incomplete disclosure and an actual conflict. Cleary Gottlieb, the Debtor's counsel, had represented a creditor and 64% shareholder in a leveraged buyout of the Debtor. The firm continued to represent that creditor-shareholder on unrelated matters after the bankruptcy filing. Cleary Gottlieb did not disclose this relationship in its initial disclosure, but it added it to a second disclosure after an ad hoc creditors' committee asked about the relationship. *Envirodyne*, 150 B.R. at 1013. Cleary Gottlieb contended the conflicts issues would not be raised in the case and noted that they had informed the client that a different firm would need to handle the issues. The firm emphasized that the creditor/equity holder was aligned with the Debtor. *Envirodyne*, 150 B.R at 1014, 1016.

Applying the "disinterested" prong and the "materially adverse interest" prong of section 327(a), the *Envirodyne* court disagreed. First, the Court addressed the "materially adverse interest" standard, using the same test adopted by the Fifth Circuit in *I.G. Petroleum L.L.C. v. Fenasci (In re West Delta Oil Co., Inc.)*, 432 F.3d 347, 356 (5th Cir. 2005). The Court concluded that conflicts counsel would not resolve the issues because "the required unwinding of the LBO accounts for the commencement of these bankruptcy proceedings." The LBO impacted "the administration of the estate" and "will affect the contents of any proposed plan."

Envirodyne, 150 B.R. at 1016. Cleary Gottlieb's ongoing representation of the creditor-shareholder "could impair the firm's ability to act with impartiality, even unconscious impartiality." *Envirodyne,* 150 B.R. at 1016. The Court finally noted that it would be inappropriate to evaluate whether the disruption of disqualifying counsel outweighed the conflict. *Environdyne,* 150 B.R. at 1020. "[C]osts will increase if the court waits until counsel acts without the requisite neutrality before disqualifying counsel." *Envirodyne*, 150 B.R. at 1020.

Here, the Asset Purchase Agreement entered in January and reformulated in May is the core of the plan. The transactions accompanying the May transfer are at issue and are being challenged. WGM did not initially disclose that they represented both sides, including Emerald Diamond and Rangers Equity, and this absence of disclosure impacts others abilities to know when matters need to be transferred to conflicts counsel. The parties-in-interest are entitled to a neutral counsel who will conduct an unbiased investigation of the facts that may lead to litigation, and the Court – not WGM—determines whether a conflict exists. *In re Leslie Fay Cos.*, 175 B.R. 525, 534-35 (Bankr. S.D.N.Y.1994). The net consequences of the transactions impact feasibility. As WGM implicitly admits through the Engagement Letter's conflict waiver, WGM's ongoing connection with Hicks and his related entities undermine impartiality. *Supplemental Declaration, Engagement Letter, Ex. 1, pp. 2-3.* While such conflict waivers may be effective outside bankruptcy, the Bankruptcy Code requires court approval and supplants waivers with the standards of "disinterest" and "no materially adverse interest." These standards implicitly recognize one cannot obtain waivers from all the parties-in-interest impacted by a bankruptcy estate's representation. Like the *Envirodyne* court, the Fifth Circuit has noted that

"[e]xceptional circumstances" may arise when no other law firm is qualified to handle the case or when maintaining the representation fosters "societal or professional interest." *Cf. In re Dresser Indus., Inc.*, 972 F.2d 540 (5th Cir. 1992) (involving a law firm suing a former client on the same type of representation issue). Bankruptcy courts, however, should not just wait to evaluate the facts because independent, neutral counsel needs to be retained to evaluate the facts.

Undoubtedly WGM's role evolved and shifted as events transpired before the bankruptcy case, but it was WGM's responsibility to focus on the conflicts issues. Other law firms routinely make hard economic choices in this context in order to foster the standards that section 327(a) mandates. For example, in the Pilgrim's Pride case, Baker & McKenzie had represented Pilgrim's Pride and the Pilgrims for years, it recognized the need to have a tailored role in the bankruptcy case, and it ceded the role of counsel for the debtor-in possession to WGM. While it may be in WGM's self-interest both in terms of this case and in terms of its ongoing relationship with the Hicks-entities to serve as counsel for the debtor-in-possession, the societal goal of self-policing by professionals will be undermined if the Court allows the representation. Many other firms in the DFW metroplex have the bankruptcy expertise to handle the TRBP issues. The Court should not undermine the self-policing of the "disinterestedness" and "no materially adverse interest" standards by allowing WGM's representation.

Conclusion

Enforcing "disinterestedness" and absence of an adverse interest fosters the fairness and transparency that the creditors and the public, including the Texas Rangers fans, expect in bankruptcy. Accordingly, the United States Trustee requests that the Court deny the WG&M Application and that the Court grant further proper relief.

DATED: July 6, 2010

Respectfully submitted,

WILLIAM T. NEARY
UNITED STATES TRUSTEE

/s/ Lisa L. Lambert
Lisa L. Lambert
Trial Attorney
TX Bar No. 11844250 (also NY)
Office of the United States Trustee
1100 Commerce Street, Room 976
Dallas, Texas 75242
(214) 767-8967; (214) 767-8971 (FAX)

Certificate of Service

I certify that on July 6, 2010, I served a true copy of this document was transmitted either by electronic case filing, by email, or by first class mail on the parties identified on the list that follows Exhibit A and by ECF notice on those requesting notice by ECF:

/s/ Lisa L. Lambert
Lisa L. Lambert

TABLE COMPARING WEIL GOTSHAL & MANGES'S ORIGINAL DECLARATION TO SUPPLEMENTAL DECLARATION

ITEM DISCLOSED	ORIGINAL DISCLOSURE	SUPPLEMENTAL DISCLOSURE (IN ADDITION TO ORIGINAL)
Prior Representations	Thomas O. Hicks Hicks Holdings LLC Hicks, Muse, Tate & Furst HSG Sports Group LLC Dallas Stars TRBP Liverpool Football Club KOP Investments LLC Baseball Real Estate LP Application, ¶¶29-31; Declaration, ¶7	DirecPath Holdings, LLC HSG Sports Group Holdings, LLC Latrobe Steel Co. (on behalf of HSG Subsidiaries) Rangers Equity Holdings, LP Rangers Equity Holdings, GP, LLC Star Centers, LLC Dallas Arena, LLC Center, GP, LLC Emerald Diamond, LP Rangers Ballpark, LLC Amended Declaration, ¶3
Current Representations	HSG Sports Group Dallas Stars TRBP Declaration, ¶¶7-8	Thomas O. Hicks Hicks Holdings, LLC Hicks, Muse, Tate & Furst DirecPath Holdings, LLC HSG Sports Group Holdings Liverpool Football Club Latrobe Steel
Percentage of National WGM Work All Hicks Entities	?	<1%
Percentage of Dallas WGM Work All Hicks Entities	?	?
Intercompany Claims	?	?
Fees from HSG Sports or TRBP as of 05/23/2010 Petition Date	$7,746,665 Declaration, ¶17	$7,455,703.50 Amended Declaration, Ex. 2. p. 2
HSG Fees Not Related to Debtor	$2,000,000 approximate Declaration, ¶17	$1,027,575 Amended Declaration, ¶5
Retainer Advance	Amount: $250,000 + $628.52 interest Payor: HSG Sports Date: 07/10/2009 Application, ¶32	Amount: $500,000 Payor: TRBP Date: 05/20/2010 Amended Declaration, Ex. 1, Handwritten Notation, p. 1; Advance, p. 2 Ex. 2, 05/24/2010 Entry, p. 2

Brief Exhibit A

In re Texas Rangers Baseball Partners, Case No. 10-4300 (DML)-11
OFFICIAL LIMITED SERVICE LIST EFFECTIVE JUNE 22, 2010

DEBTOR AND DEBTOR'S COUNSEL		
Weil, Gotshal & Manges LLP Martin A. Sosland 200 Crescent Court, Suite 300 Dallas, TX 75201 Fax: 214-746-7777 Email: martin.sosland@weil.com	Weil, Gotshal & Manges LLP Ronit J. Berkovich 767 Fifth Avenue New York, NY 10153 Fax: 212-310-8007 Email: ronit.berkovich@weil.com	Kellie L. Fischer Chief Financial Officer and Secretary Texas Rangers Baseball Partners 1000 Ballpark Way, Suite 400 Arlington, TX 76011 Fax: 817-273-5144 Email: KFischer@TexasRangers.com
OFFICIAL COMMITTEE OF UNSECURED CREDITORS		
K&L Gates LLP Jeffrey R. Fine; James H. Billingsley; Daniel I. Morenoff 1717 Main Street, Suite 2800 Dallas, TX 75201 Fax: 214-939-5849 Email: jeff.fine@klgates.com; james.billingsley@klgates.com; dan.morenoff@klgates.com		
OTHER INTERESTED PARTIES		
Latham & Watkins LLP Attn: Ronan Wicks, Esq.; David Teh, Esq.; Mitchell Seider; Joseph Fabiani 885 Third Avenue New York, NY 10022 Fax: 212-751-4864 Email: ronan.wicks@lw.com; david.teh@lw.com; mitchell.seider@lw.com; joseph.fabiani@lw.com	McGuire, Craddock & Strother, P.C. Philip Danze 2501 N. Harwood St., Suite 1800 Dallas, TX 75201 Fax: 214-954-6868 Email: pdanze@mcslaw.com	Ogletree, Deakins, Nash, Smoak & Stewart, P.C. Bryant McFall 8117 Preston Road, Suite 700 Dallas, TX 75225 Fax: 214-987-3927 Email: bryant.mcfall@ogletreedeakins.com
Office of the Commissioner of Baseball Attn: Robert Kheel, Esq. 140 Riverside Drive New York, NY 10024 Email: RobertKheel@gmail.com	Office of the Commissioner of Baseball Attn: Thomas J. Ostertag, Esq. 245 Park Avenue New York, NY 10167 Email: Tom.Ostertag@mlb.com	Office of the United States Trustee Attn: Lisa Lambert and Meredyth Kippes 1100 Commerce Street, Room 976 Dallas, TX 75242-1496 Fax: 214-767-8971 Email: meredyth.a.kippes@usdoj.gov
Pellerano & Herrera Norman DeCastro Av. John F. Kennedy No. 10 Santo Domingo Dominican Republic Fax: 809-567-0773 Email: n.decastro@phlaw.com	PMC Attn: Karen Smith 1204 Suncast Lane Suite 2 El Dorado Hills, CA 95762 Email: ksmith@pmcbb.com	Winstead PC Paul Wagemen 5400 Renaissance Tower 1201 Elm Street Dallas, TX 75270 Fax: 214-745-5390 Email: pwageman@winstead.com
Shupe Ventura Lindelow & Olsen, PLLC Ike Shupe 9406 Biscayne Blvd Dallas, TX 75218 Email: ike.shupe@svlandlaw.com	Rochelle McCullough, L.L.P. Attn: Buzz Rochelle; Scott DeWolf 325 N. Saint Paul St. Suite 4500 Dallas, TX 75201 Fax: 214-953-0185 Email: buzz.rochelle@romclawyers.com; sdewolf@romclawyers.com	Sherrard, German & Kelly, P.C. Attn: David J. Lowe, Esq. 28th Floor, Two PNC Plaza 620 Liberty Avenue Pittsburgh, PA 15222 Fax: 412-261-6221 Email: djl@sgkpc.com

Thompson & Knight, LLP David Rosenberg One Arts Plaza 1722 Routh Street Suite 1500 Dallas, TX 75201 Fax: 214-969-1751 Email: david.rosenberg@tklaw.com	Vincent, Lopez, Serafino & Jenevein, P.C. Jamey Newberg 1601 Elm Street Suite 4100 Dallas, TX 75201 Fax: 214-979-7402 Email: jnewberg@vilolaw.com	
NOTICE OF APPEARANCE PARTIES		
Baker Botts L.L.P. Attn: Jack Kinzie, C. Luckey McDowell, Ian E. Roberts 2001 Ross Ave. Dallas, TX 75201 Fax: 214-661-4719 Email: jack.kinzie@bakerbotts.com; luckey.mcdowell@bakerbotts.com; ian.roberts@bakerbotts.com	Barlow Garsek & Simon, LLP Robert A. Simon 3815 Lisbon Street Ft. Worth, TX 76107 Fax: 817-731-6200 Email: rsimon@bgsfirm.com	Cohen, Weiss and Simon LLP Attn: Richard M. Seltzer, Babette A. Ceccotti, Bruce S. Levine, Joshua J. Ellison 330 West 42nd Street, 25th Floor New York, NY 10036-6976 Fax: 212-695-5436 Email: rseltzer@cwsny.com; bceccotti@cwsny.com; blevine@cwsny.com; jellison@cwsny.com
Foley & Lardner, LLP Mary Kay Braza; Kevin R. Schulz 777 East Wisconsin Avenue Milwaukee, WI 53202-5306 Fax: 414-297-4900 Email: mbraza@foley.com; kschulz@foley.com	Foley & Lardner, LLP Michael J. Small 321 North Clark Street, Suite 2800 Chicago, IL 60610 Fax: 312-832-4700 Email: msmall@foley.com	Gardere Wynne Sewell LLP Holland N. O'Neil 1601 Elm Street Suite 3000 Dallas, TX 75201 Fax: 214-999-3961 Email: honeil@gardere.com
Glickfeld, Fields & Jacobson LLP Lawrence M. Jacobson, Esq. 315 South Beverly Boulevard Suite 415 Beverly Hills, CA 90212 Email: lmj@gfjlawfirm.com	Linebarger Goggan Blair & Sampson, LLP Laurie Spindler Huffman 2323 Bryan Street, Suite 1600 Dallas, TX 75201 Fax: 469-221-5002 Email: dallas.bankruptcy@publicans.com	McGuire, Craddock & Strother, P.C. J. Mark Chevallier; Philip I. Danze 1800 St. Ann Court 2501 N. Harwood Dallas, TX 75201 Fax: 214-954-6850 Email: mchevallier@mcslaw.com; pdanze@mcslaw.com
Milbank, Tweed, Hadley & McCloy LLP Attn: Andrew M. Leblanc 1850 K Street, N.W. Suite 1100 Washington, D.C. 20006 Fax: 202-263-7574 Email: aleblanc@milbank.com	Milbank, Tweed, Hadley & McCloy LLP Dennis F. Dunne; Dennis C. O'Donnell 1 Chase Manhattan Plaza New York, NY 10005-1413 Fax: 212-530-5219 Email: ddunne@milbank.com; dodonnell@milbank.com	The Texas Comptroller of Public Accounts Jason A. Starks, Assistant Attorney General Bankruptcy & Collections Division P. O. Box 12548 Austin, TX 78711-2548 Email: jason.starks@oag.state.tx.us
Paul, Weiss, Rifkind, Wharton & Garrison, LLP Brad S. Karp; Jordan E. Yarett; Stephen J. Shimshak; Susanna M. Buergel; Philip A. Weintraub; Diane Meyers 1285 Avenue of the Americas New York, NY 10019-6064 Fax: 212-757-3990 Email: sshimshak@paulweiss.com; jyarett@paulweiss.com; pweintraub@paulweiss.com; bkarp@paulweiss.com; sbuergel@paulweiss.com; dmeyers@paulweiss.com	Stutzman, Bromberg, Esserman & Plifka Sander L. Esserman; Steven A. Felsenthal; Heather J. Panko 2323 Bryan Street, Suite 2200 Dallas, TX 75201 Fax: 214-969-4999 Email: esserman@sbep-law.com; felsenthal@sbep-law.com; panko@sbep-law.com	Rustin S. Polk obo Dallas National Insurance Company 14160 Dallas Parkway, Ste. 500 Dallas, TX 75254 Fax: 214-572-7273 Email: rpolk@214bankruptcy.com

Clifford Chance US LLP Andrew Brozman; Thomas Schulte; John Ford 31 West 52nd Street New York, NY 10019-6131 Fax: 212-878-8375 Email: Andrew.Brozman@cliffordchance.com; Thomas.Schulte@cliffordchance.com; John.Ford@cliffordchance.com	Vinson & Elkins LLP Daniel C. Stewart 2001 Ross Avenue, Ste. 3700 Dallas, TX 75201 Fax: 214-220-7716 Email: dstewart@velaw.com	Clifford Chance US LLP Attn: Jason P. Young, Esq. 31 West 52nd Street New York, NY 10019 Fax: 212-878-8375 Email: Jason.Young@cliffordchance.com
Mark Stromberg, Esquire Stromberg Stock Two Lincoln Centre 5420 LBJ Freeway, Suite 300 Dallas, TX 75240 Fax: 972-770-2156 Email: mark@strombergstock.com	Missouri Department of Revenue Bankruptcy Unit Attn: Richard M. Maseles P.O. Box 475 Jefferson City, MO 65105-0475 Email: ndtx@dor.mo.gov	Munsch Hardt Kopf & Harr, P.C. Joseph J. Wielebinski; Davor Rukavina 3800 Lincoln Plaza 500 N. Akard Street Dallas, TX 75201-6659 Fax: 214-855-7584; 214-978-5359 Email: jwielebinski@munsch.com; drukavina@munsch.com
Forshey & Prostok, L.L.P. J. Robert Forshey; Jeff P. Prostok 777 Main Street, Suite 1290 Fort Worth, TX 76102 Fax: 817-877-4151 Email: bforshey@forsheyprostok.com; jprostok@forsheyprostok.com; lbreedlove@forsheyprostock.com	Rutter Hobbs & Davidoff Incorporated Paul J. Laurin; Claire E. Shin 1901 Avenue of the Stars, Suite 1700 Los Angeles, CA 90067 Fax: 310-286-1728 Email: plaurin@rutterhobbs.com; cshin@rutterhobbs.com	Kane Russell Coleman & Logan PC George H. Barber; John J. Kane 3700 Thanksgiving Tower 1601 Elm Street Dallas, TX 75201 Fax: 214-777-4299 Email: ecf@krcl.com
Strasburger & Price, L.L.P. Robert P. Franke; Melissa L. Gardner 901 Main Street, Suite 4400 Dallas, TX 75202-3794 Fax: 214-651-4330 Email: Robert.franke@strasburger.com; Melissa.gardner@strasburger.com	Kelly Hart & Hallman LLP Michael A. McConnell; C. Josh Osborne 201 Main Street, Suite 2500 Fort Worth, TX 76102 Fax: 817-878-9280 Email: Michael.mcconnell@khh.com; Josh.osborne@khh.com	Goodrich Postnikoff & Albertson, LLP Kevin G. Herd 777 Main Street, Suite 1360 Fort Worth, TX 76102 Fax: 817-335-9411 Email: kherd@gpalaw.com