

Dennis F. Dunne (admitted *pro hac vice*)
MILBANK, TWEED, HADLEY & M^cCLOY LLP
1 Chase Manhattan Plaza
New York, NY 10005
Telephone: (212) 530-5000
Facsimile: (212) 530-5219

and

Andrew M. Leblanc (admitted *pro hac vice*)
Aaron L. Renenger (admitted *pro hac vice*)
MILBANK, TWEED, HADLEY & M^cCLOY LLP
1850 K Street N.W., Suite 1100
Washington, DC 20006
Telephone: (202) 835-7500
Facsimile: (202) 835-7574

and

Daniel C. Stewart, SBT #19206500
Paul E. Heath, SBT #09355050
Richard H. London, SBT #24032678
VINSON & ELKINS LLP
2001 Ross Avenue, Suite 3700
Dallas, TX 75201
Telephone: (214) 220-7700
Facsimile: (214) 220-7716

Counsel for Monarch Alternative Capital LLC

**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 (DML)-11
)	
Debtor.)	
_____)	

**OBJECTIONS AND RESPONSES TO DEBTOR’S SECOND REQUEST FOR
PRODUCTION OF DOCUMENTS FROM MONARCH ALTERNATIVE CAPITAL LLC**

Pursuant to Federal Rules of Civil Procedure 26 and 34 (the “Civil Rules”), made

applicable to this matter by Federal Rules of Bankruptcy Procedure 7026 and 7034 (the “Bankruptcy Rules”), Monarch Alternative Capital LLC (“Monarch”), a lender pursuant to a certain Amended and Restated First Lien Credit and Guaranty Agreement dated December 19, 2006, as amended, modified or supplemented and in effect from time to time, (the “First Lien Credit Agreement”), among Hicks Sports Group LLC, Hicks Sports Group Holdings LLC, and certain subsidiaries of Hicks Sports Group LLC, as guarantors, and certain first lien lenders, hereby responds to the Second Request for Production of Documents (the “Second Requests”) from the debtor Texas Rangers Baseball Partners (“TRBP” or the “Debtor”).

In support of its responses and objections (the “Responses and Objections”), Monarch respectfully states as follows:

DEFINITIONS¹

1. “Bankruptcy Court” means the United States Bankruptcy Court for the Northern District of Texas.

2. “Debtor” or “TRBP” each mean Texas Rangers Baseball Partners and its advisors, affiliates, agents, attorneys, accountants, consultants, employees, experts, investment bankers, representatives, and other persons acting or who have acted on behalf of the foregoing.

3. “First Lien Credit Agreement” means the Amended and Restated First Lien Credit and Guaranty Agreement dated December 19, 2006, as amended, modified or supplemented and in effect from time to time, among Hicks Sports Group LLC, Hicks Sports Group Holdings LLC, and certain subsidiaries of Hicks Sports Group LLC, as guarantors, and the First Lien Lenders, pursuant to which First Lien Lenders extended certain credit facilities of up to \$425 million to

¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the First Lien Credit Agreement or the Second Requests, as the case may be.

Hicks.

4. “First Lien Lender(s)” means each of the lenders under the First Lien Credit Agreement who extended certain credit facilities of up to \$425 million to Hicks.

GENERAL OBJECTIONS

5. Monarch objects to the Second Requests on the ground that discovery in connection with the pending Motion for Reconsideration is improper. Monarch further objects to the Second Requests in that they appear to have been propounded for purposes of harassment and to chill the bidding process in this matter.

6. Monarch objects to the Second Requests, and to the Definitions and Instructions contained therein, to the extent they purport to impose obligations in addition to, beyond, inconsistent with, or otherwise different from those set forth in the Federal Rules of Bankruptcy Procedure, the Federal Rules of Civil Procedure, the Local Bankruptcy Rules for the Northern District of Texas, or any other applicable law, rule, or court order. For example, the Second Requests improperly set forth instructions that: (i) purport to require production of information at a time, place or in a manner that is inconsistent with governing law, rules or court orders; (ii) purport to require production of oral communications that have not been recorded or transcribed; and (iii) purport to require the production of documents that are not within the possession, custody, or control of Monarch.

7. Monarch objects to the Second Requests to the extent they purport to require Monarch to include all documents within the possession, custody or control of “affiliates, agents, attorneys, accountants, consultants, employees, experts, investment bankers, representatives, and other persons acting, or who have acted, on behalf of the foregoing.” Such instruction impermissibly purports to impose an obligation on Monarch to produce documents that are not

within the possession, custody, or control of Monarch.

8. Monarch objects to the Second Requests to the extent that they fail to comply with Local Bankruptcy Rule 9014.1 and Bankruptcy Rule 9014. Without limiting the generality of the foregoing, Monarch objects to the Second Requests to the extent that they seek information not required to be produced pursuant to Bankruptcy Rule 7026(b)(2)(B).

9. Monarch objects to the Second Requests to the extent that they seek to impose a response deadline not in compliance with Bankruptcy Rule 7034(b)(2)(A). Namely, Debtor has requested that Monarch produce all responsive documents by 5:00 p.m. on July 18, 2010—three days after service on July 15, 2010.

10. Monarch objects to the Second Requests as overbroad and unduly burdensome to the extent they purport to require the production of documents that are neither relevant to the claims or defenses of any party nor reasonably calculated to lead to discovery of admissible evidence.

11. Monarch objects to each Request that is overly broad, vague, ambiguous and confusing, such that Monarch cannot determine with sufficient specificity the nature of the documents requested and the Request would require Monarch to speculate as to the Request's meaning in order to respond. Monarch further objects to the extent that the Second Requests are unreasonably cumulative and duplicative. Monarch also objects to the Second Requests as designed to harass Monarch.

12. Monarch objects to the Second Requests to the extent that they have no set time period, or to the extent that they state a time period that is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

13. Monarch objects to each Request that seeks to compel production of “all

documents and communications” relating to a certain subject as being overly broad, vague, and ambiguous.

14. Monarch objects to the Second Requests to the extent they purport to require the production of documents that are equally or exclusively within the possession, custody, or control of Debtor, or are more easily produced by or readily accessible by the Debtor or another party-in-interest.

15. Monarch objects to the Second Requests to the extent they assume disputed facts or legal conclusions in defining the information requested. Monarch hereby denies any such disputed facts or legal conclusions to the extent assumed by any Request. Any response or objection, including any production of documents, by Monarch with respect to any such Request, is without prejudice to this objection.

16. Monarch objects to the Second Requests to the extent they purport to call for the production of documents that are not currently in existence.

17. Monarch objects to the Second Requests to the extent they purport to require production of documents that are or information that is protected from disclosure by the attorney-client privilege, the work product doctrine, any other applicable privileges or immunities, or are otherwise exempt from discovery. Monarch hereby claims such privileges, immunities, and protections to the extent implicated by the Second Requests. Monarch will exclude privileged and protected materials from any document produced in response to the Second Requests. Nothing contained in Monarch’s response or production of documents and information is intended to be, or in any way shall be deemed to be, a waiver of any such applicable privilege, immunity, or protection. Any disclosure of such protected or privileged information is inadvertent and is not intended to waive those privileges, immunities, or protections or any other

ground for objection to discovery or use of any such document.

18. Monarch objects to the Second Requests to the extent they require production of documents or information that Monarch deems to constitute or relate to confidential research, development, or commercial information, or otherwise deems to be protected from disclosure under applicable laws or a duty of confidentiality to a non-party.

19. Monarch objects to the Second Requests to the extent that they seek documents that are in an inaccessible format and/or not reasonably available in the ordinary course of business.

20. Monarch objects to the Second Requests to the extent they purport to require Monarch to search for all electronically stored information possibly responsive to the Second Requests, including but not limited to archives or electronic backup tapes, on the grounds that conducting such a search would impose undue burden and expense on Monarch. Should Debtor seek to have Monarch restore and produce data from archives or electronic backup tapes, Monarch will seek an order pursuant to Bankruptcy Rule 7026, conditioning such production on Debtor's payment of the costs of such discovery.

21. Monarch expressly reserves the right to object to the admissibility at trial of this or any other proceeding of these Objections and Responses or any document produced in response to the Second Requests. Monarch's Objections and Responses and/or the production of any document in response to the Second Requests are not intended as, and shall not be deemed to be, an admission or concession of the relevance or admissibility of the documents sought by any of the Second Requests, and are not intended to and shall not waive or prejudice any objection Monarch may assert now or in the future, including, without limitation, objections to the admissibility of any response or document, or category of responses or documents, at the trial of

this or any other proceeding.

22. The specific Objections and Responses set forth below are made in addition to, and not in lieu of, these General Objections. The assertion of the same, similar or additional objections or the provision of partial answers in the specific Responses and Objections does not waive or limit any of the General Objections.

SPECIFIC OBJECTIONS

The foregoing General Objections are hereby incorporated, as though fully set forth, in each of the following specific objections and responses.

REQUEST NO. 1

Produce any and all documents and communications evidencing, concerning, or relating to any bid to purchase the Texas Rangers or TRBP's assets that the [sic] you believe is in any way superior to the offer to purchase the Texas Rangers or TRBP's assets as set forth by the Greenberg Group.

RESPONSE TO REQUEST NO. 1

Monarch specifically objects to Request No. 1 on the following grounds: (1) it calls for the identification and disclosure of documents that are or information that is protected by the attorney-client privilege, the work product doctrine, and/or any other applicable privileges and immunities; (2) it is overbroad and unduly burdensome to the extent it calls for "all" documents and communications related to this subject without specifying a timeframe; (3) it imposes obligations beyond what is required by the Civil Rules, as made applicable to these contested

matters by the Bankruptcy Rules; (4) it seeks discovery that is not reasonably calculated to lead to the discovery of admissible evidence; and (5) it seeks discovery related to an ongoing auction and thereby appears to have the improper purpose and may have the improper effect of chilling the bidding process. Monarch will not produce documents in response to this Request.

REQUEST NO. 2

Produce any and all documents and communications evidencing, concerning, relating to, or supporting the proposition that there exists a bid to purchase the Texas Rangers or TRBP's assets (other than the Greenberg Group).

RESPONSE TO REQUEST NO. 2

Monarch specifically objects to Request No. 2 on the following grounds: (1) it calls for the identification and disclosure of documents that are or information that is protected by the attorney-client privilege, the work product doctrine, and/or other applicable privileges and immunities; (2) it is overbroad and unduly burdensome to the extent it calls for "all" documents and communications related to this subject without specifying a timeframe; (3) it imposes obligations beyond what is required by the Civil Rules, as made applicable to these contested matters by the Bankruptcy Rules; (4) it seeks discovery that is not reasonably calculated to lead to the discovery of admissible evidence; (5) it seeks discovery related to an ongoing auction and thereby appears to have the improper purpose and may have the improper effect of chilling the bidding process; and (6) it is unreasonably cumulative and duplicative when taken together with the other Second Requests. Monarch will not produce documents in response to this Request.

REQUEST NO. 3

Produce any and all documents and communications evidencing, concerning, or relating to any potential bid, offer, proposal, or bidder for any of the assets or equity of TRBP including, but not limited to, documents and communications with any bidders, potential bidders, or with anyone possibly interested in acquiring some or any of TRBP's assets.

RESPONSE TO REQUEST NO. 3

Monarch specifically objects to Request No. 3 on the following grounds: (1) it calls for the identification and disclosure of documents that are or information that is protected by the attorney-client privilege, the work product doctrine, and/or any other applicable privileges and immunities; (2) it is overbroad and unduly burdensome to the extent it calls for "all" documents and communications related to this subject without specifying a timeframe; (3) it is vague, ambiguous, and incapable of a precise response to the extent it calls for "all" documents and communications relating to bids and bidders such that Monarch cannot determine with sufficient specificity the nature of the documents requested, and must speculate as to the meaning in order to respond; (4) it seeks discovery that is not reasonably calculated to lead to the discovery of admissible evidence; (5) it seeks discovery related to an ongoing auction and thereby appears to have the improper purpose and may have the improper effect of chilling the bidding process; (6) it imposes obligations beyond what is required by the Civil Rules, as made applicable to these contested matters by the Bankruptcy Rules; and (7) it is unreasonably cumulative and duplicative when taken together with the other Second Requests. Monarch will not produce documents in response to this Request.

REQUEST NO. 4

Produce any and all documents and communications evidencing, concerning, or relating

to any communications with any bidder or potential acquirer of the Texas Rangers franchise or TRBP or any of its assets.

RESPONSE TO REQUEST NO. 4

Monarch specifically objects to Request No. 4 on the following grounds: (1) it calls for the identification and disclosure of documents that are or information that is protected by the attorney-client privilege, the work product doctrine, and/or other applicable privileges and immunities; (2) it is overbroad and unduly burdensome to the extent it calls for “all” documents and communications related to this subject without specifying a timeframe; (3) it is vague, ambiguous, and incapable of a precise response to the extent it calls for “all” documents and communications relating to bidders or potential acquirers such that Monarch cannot determine with sufficient specificity the nature of the documents requested, and must speculate as to the meaning in order to respond; (4) it seeks discovery that is not reasonably calculated to lead to the discovery of admissible evidence; (5) it seeks discovery related to an ongoing auction and thereby appears to have the improper purpose and may have the improper effect of chilling the bidding process; (6) it imposes obligations beyond what is required by the Civil Rules, as made applicable to these contested matters by the Bankruptcy Rules; and (7) it is unreasonably cumulative and duplicative when taken together with the other Second Requests. Monarch will not produce documents in response to this Request.

REQUEST NO. 5

Produce all draft bidding procedures and pleadings and correspondence related to the same.

RESPONSE TO REQUEST NO. 5

Monarch specifically objects to Request No. 5 on the following grounds: (1) it calls for the identification and disclosure of documents that are or information that is protected by the attorney-client privilege, the work product doctrine, and/or other applicable privileges and immunities; (2) it is overbroad and unduly burdensome to the extent it calls for “all” documents related to this subject without specifying a timeframe; (3) it is vague, ambiguous, and incapable of a precise response to the extent it calls for “all” documents and communications relating to bidding procedures and pleadings and correspondence related to the same such that Morgan cannot determine with sufficient specificity the nature of the documents requested, and must speculate as to the meaning in order to respond; and (4) it imposes obligations beyond what is required by the Civil Rules, as made applicable to these contested matters by the Bankruptcy Rules. Monarch will not produce documents in response to this Request.

REQUEST NO. 6

Produce any and all documents and communications that you will seek to introduce into evidence or otherwise use at any hearing or trial in this matter.

RESPONSE TO REQUEST NO. 6

Monarch specifically objects to Request No. 6 on the following grounds: (1) it is premature; and (2) it imposes obligations beyond what is required by the Civil Rules, as made applicable to these contested matters by the Bankruptcy Rules. Monarch will identify such documents at the time and in the manner directed by the Bankruptcy Court.

Dated: July 18, 2010
Washington, DC

/s/ Aaron L. Renenger

Andrew M. Leblanc (admitted *pro hac vice*)
Aaron L. Renenger (admitted *pro hac vice*)
MILBANK, TWEED, HADLEY & M^cCLOY LLP
1850 K Street, NW
Suite 1100
Washington, DC 20006
Telephone: 202.835.7500
Email: ALeblanc@milbank.com

Dennis F. Dunne (admitted *pro hac vice*)
MILBANK, TWEED HADLEY & M^cCLOY LLP
1 Chase Manhattan Plaza
New York, New York 10005
Telephone: 212.530.5000
Email: DDunne@milbank.com

- and -

Daniel C. Stewart, SBT #19206500
Paul E. Heath, SBT #09355050
Richard H. London, SBT #24032678
VINSON & ELKINS LLP
2001 Ross Avenue, Suite 3700
Dallas, TX 75201
Telephone: 214.220.7700
Email: dstewart@velaw.com
pheath@velaw.com
rlondon@velaw.com

Counsel for Monarch Alternative Capital LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of July, 2010, a true and correct copy of the foregoing was transmitted via email on the parties identified below:

Martin A. Sosland
Weil, Gotshal & Manges LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
Facsimile: (214) 746-7777
Email: martin.sosland@weil.com

Peter C. D'Apice
Stutzman, Bromberg, Esserman & Plifka P.C.
2323 Bryan Street, Suite 2200
Dallas, Texas 75201
Facsimile: (214) 969-4999
Email: d'apice@sbep-law.com

Glenn Kurtz
White & Case LLP
1155 Avenue of the Americas
New York, NY 10036
Facsimile: (212) 354-8113
Email: gkurtz@whitecase.com

Laura McLaren
Clifford Chance US LLP
31 West 52nd Street
New York, NY 10019
Facsimile: (212) 878-8375
Email: Laura.McLaren@CliffordChance.com

Melinda C. Franek
Latham & Watkins LLP
885 Third Avenue
New York, NY 10022
Facsimile: (212) 751-4864
Email: melinda.franek@lw.com

Paul E. Heath
Vinson & Elkins LLP
2001 Ross Avenue, Suite 3700
Dallas, Texas 75201-2975
Facsimile: (214) 999-7976

Email: pheath@velaw.com

Holland N. O'Neil, Esq.
Gardere Wynne Sewell LLP
1601 Elm Street, Suite 3000
Dallas, Texas 75201
Facsimile: (214) 999-3961
Email: honeil@gardere.com

Daniel C. Stewart
Vinson & Elkins LLP
2001 Ross Avenue, Suite 3700
Dallas, Texas 75201-2975
Facsimile: (214) 999-7761
Email: dstewart@velaw.com

Scott Drake
Fulbright & Jaworski LLP
2200 Ross Avenue
Suite 2800
Dallas, TX 75201
Facsimile: (214) 855-8200
Email: sdrake@fulbright.com

/s/ Aaron L. Renenger